
Base Prospectus
26 June 2014



Deutsche Bank Aktiengesellschaft

(Frankfurt am Main, Germany)

Euro 80,000,000,000 Debt Issuance Programme

Under the Euro 80,000,000,000 Debt Issuance Programme (the “**Programme**”) Deutsche Bank Aktiengesellschaft (the “**Issuer**”) may from time to time issue notes (“**Notes**”) and Pfandbriefe (“**Pfandbriefe**”) and together with Notes, “**Securities**”), which may be issued on a subordinated or unsubordinated basis. The Securities will be denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below).

Application has been made to the Luxembourg Stock Exchange for Securities issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange’s regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. Securities issued under the Programme may also be admitted to trading or listed on the regulated markets of the Frankfurt Stock Exchange or the regulated market of any other stock exchange which is, like the regulated market of the Luxembourg Stock Exchange, a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2004/39/EC). Securities issued under the Programme may also be admitted to trading or listed on the SIX Swiss Exchange or an unregulated market such as the “Euro MTF” market of the Luxembourg Stock Exchange or the Open Market (*Freiverkehr*) of the Frankfurt Stock Exchange or may not be admitted to trading or listed.

This document has been approved as a base prospectus by the *Commission de Surveillance du Secteur Financier* (the “**CSSF**”) in its capacity as competent authority under the Luxembourg Act dated 10 July 2005 (the “**Law**”) on prospectuses for securities which implements Directive 2003/71/EC, as amended, (the “**Prospectus Directive**”) of the European Parliament and of the Council of 4 November 2003 into Luxembourg law. The CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this prospectus or the quality or solvency of the Issuer in accordance with Article 7(7) of the Law. The Issuer has also requested the CSSF to provide the competent authorities in Austria, Belgium, Denmark, France, Germany, Ireland, Italy, the Netherlands, Portugal, Spain, Sweden and the United Kingdom of Great Britain and Northern Ireland, with a certificate of approval (a “**Notification**”) attesting that this base prospectus has been drawn up in accordance with the Law. The Issuer may request the CSSF to provide competent authorities in additional Member States within the European Economic Area with a Notification.

The requirement to publish a prospectus under the Prospectus Directive only applies to Securities which are to be admitted to trading on a regulated market in the European Economic Area and/or offered to the public in the European Economic Area other than in circumstances where an exemption is available under Article 3.2 of the Prospectus Directive (as implemented in the relevant Member State(s)). References in this Prospectus to “**Exempt Securities**” are to Securities for which no prospectus is required to be published under the Prospectus Directive. The CSSF has neither approved nor reviewed information contained in this Prospectus in connection with Exempt Securities.

Arranger

Deutsche Bank

This document comprises a Base Prospectus in respect of all Securities other than Exempt Securities issued under the Programme for the purpose of article 5.4 of the Prospectus Directive. This Base Prospectus (the “**Prospectus**”) will be published in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website (www.db.com/ir) of the Issuer. This Prospectus supersedes and replaces in its entirety the Base Prospectus dated 28 June 2013.

IMPORTANT NOTICES

Notice of the aggregate principal amount of Securities, interest (if any) payable in respect of Securities, the issue price of Securities and certain other information which is applicable to each Tranche of Securities will (other than in the case of Exempt Securities, as defined above) be set out in a final terms document (the “**Final Terms**”) which will be filed with the CSSF. The applicable Final Terms will (if applicable) contain information relating to any underlying equity security, index, inflation index, credit risk to which the relevant Securities relate and which is contained in such Final Terms. In the case of Exempt Securities, notice of the aggregate principal amount of Securities, interest (if any) payable in respect of Securities, the issue price of Securities and certain other information which is applicable to each Tranche will be set out in a pricing supplement document (the “**Pricing Supplement**”). The applicable Pricing Supplement will (if applicable) contain information relating to any underlying equity security, index, inflation index, currency, commodity, fund unit or share, credit risk or other item(s) (each a “**Reference Item**”) to which the relevant Securities relate and which is contained in such Pricing Supplement. However, unless otherwise expressly stated in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities), any information contained therein relating to a Reference Item will only consist of extracts from, or summaries of, information contained in financial and other information released publicly in respect of such Reference Item. The Issuer will, unless otherwise expressly stated in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities), confirm that such extracts or summaries have been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published in respect of such Reference Item, no facts have been omitted that would render the reproduced inaccurate or misleading.

Copies of Final Terms (or Pricing Supplement, in the case of Exempt Securities) will be available from the registered office of the Issuer and the specified office set out below of each of the Paying Agents (save that a Pricing Supplement will only be available for inspection by a holder of the relevant Security and such holder must produce evidence satisfactory to the Issuer and the Paying Agent as to its holding of Securities and identity). In the case of Securities that are to be admitted to trading on, and listed on the Official List of, the Luxembourg Stock Exchange or offered to the public in any EEA member state, the applicable Final Terms will be published on the Luxembourg Stock Exchange’s website at www.bourse.lu, but only for so long as such listing or admission to trading is maintained and the rules of the relevant exchange or the laws or regulations so require.

This Prospectus should be read and understood in conjunction with any supplement hereto and with any other documents incorporated herein by reference (see “*Documents Incorporated by Reference*”). Full information on the Issuer and any Securities issued under the Programme is only available on the basis of the combination of this Prospectus (including any supplement and any document incorporated by reference herein) and the relevant Final Terms (or Pricing Supplement, in the case of Exempt Securities).

No person is or has been authorised to give any information or to make any representations, other than those contained in this Prospectus, in connection with the Programme or the issue and sale of the Securities and, if given or made, such information or representations must not be relied upon as having been authorised by Deutsche Bank. Neither the delivery of this Prospectus nor any sale made hereunder shall, under any circumstances, create any implication that the information herein is correct as of any time subsequent to the date hereof.

Neither this Prospectus nor any other information supplied in connection with the Programme or any Securities (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer or any of the Dealers that any recipient of this Prospectus or any recipient of any other information supplied in connection with the Programme or any Securities should purchase any Securities. Each investor contemplating purchasing any Securities should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Prospectus nor any other information supplied in connection with the Programme or the issue of any Securities constitutes an offer or invitation by or on behalf of the Issuer or any of the Dealers to subscribe for or to purchase any Securities.

This Prospectus is valid for twelve months upon its date of approval and it and any supplement thereto as well as any Final Terms (or Pricing Supplement, in the case of Exempt Securities) reflect the status as of their respective dates of issue. Neither the delivery of this Prospectus nor the offering, sale or delivery of any Securities shall in any circumstances imply that the information contained in the related documents is accurate and complete subsequent to the date hereof or that there has been no adverse change in the financial condition of the Issuer since such date or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The Issuer has undertaken for the benefit of any Dealer to amend or supplement this Prospectus or publish a new Prospectus if and when the information herein should become materially inaccurate or incomplete and has further agreed with the Dealers to furnish a supplement to this Prospectus in the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Prospectus which is capable of affecting the assessment of the Securities and which arises or is noted between the time when this Prospectus has been approved and the final closing of any tranche of Securities offered to the public or, as the case may be, when trading of any tranche of Securities on a regulated market begins.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Securities in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Securities may be restricted by law in certain jurisdictions. The Issuer and the Dealers do not represent that this Prospectus may be lawfully distributed, or that any Securities may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Dealers which would permit a public offering of any Securities in any jurisdiction other than each Member State of the EEA which has implemented the Prospectus Directive as at the date of this Prospectus or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Securities may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any Securities may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Securities. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Securities in the United States, the EEA (in particular the United Kingdom, France, Italy, Portugal, Spain, Sweden and the Netherlands), Australia, Hong Kong, Japan and Switzerland (see "*Transfer and Selling Restrictions*" on pages 890 et seq.). In making an investment decision, investors must rely on their own examination of the Issuer and the terms of the Securities being offered, including the merits and risks involved. The Securities have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this Prospectus or confirmed the accuracy or the adequacy of the information contained in this Prospectus. Any representation to the contrary is unlawful.

In particular, the Securities have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the "**Securities Act**") and may not be offered or sold in the United States or to, or for the account or benefit of, (a) a "U.S. person" as defined in Regulation S under the Securities Act, (b) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission (the "**CFTC**") pursuant to the United States Commodity Exchange Act of 1936, as amended (the "**Commodity Exchange Act**"), or (c) a person other than a "Non-United States person" as defined in CFTC Rule 4.7, in each case, as such definition may be amended, modified or supplemented from time to time (each such person, a "**U.S. person**"), unless the Securities are registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available. See "*Description of the Securities – Form of the Securities*" for a description of the manner in which Securities will be issued. Registered Securities are subject to certain restrictions on transfer (see "*Transfer and Selling Restrictions*"). Registered Securities may be offered or sold within the United States only to QIBs (as defined under "*Description of the Securities – Form of the Securities*") in transactions exempt from registration under the Securities Act (see "*U.S. Information*" below).

The Securities do not constitute, and have not been marketed as, contracts of sale of a commodity for future delivery (or options thereon) subject to the Commodity Exchange Act, and trading in the Securities has not been approved by the CFTC pursuant to the Commodity Exchange Act.

The language of this Prospectus is English. In respect of the issue of any tranche of Securities under the Programme, the German text of the Terms and Conditions may be controlling and binding if specified in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities).

Neither this Prospectus nor any Final Terms (or Pricing Supplement, in the case of Exempt Securities) may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

Neither this Prospectus nor any Final Terms (or Pricing Supplement, in the case of Exempt Securities) constitutes an offer or an invitation to subscribe for or purchase any Securities and should not be considered as a recommendation or a statement of an opinion (or a report of either of those things) by Deutsche Bank, the Dealers or any of them that any recipient of this Prospectus or any Final Terms (or Pricing Supplement, in the case of Exempt Securities) should subscribe for or purchase any Securities. Each recipient of this Prospectus or any Final Terms (or Pricing Supplement, in the case of Exempt Securities) shall be taken to have made its own appraisal of the condition (financial or otherwise) of the Issuer.

None of the Dealers or the Issuer makes any representation to any purchaser of the Securities regarding the legality of its investment under any applicable laws. Any purchaser of the Securities should be able to bear the economic risk of an investment in the Securities for an indefinite period of time.

U.S. INFORMATION

This Prospectus is being submitted on a confidential basis in the United States to a limited number of QIBs (as defined under "*Description of the Securities – Form of the Securities*") for informational use solely in connection with the consideration of the purchase of the Securities being offered hereby. Its use for any other purpose in the United States is not authorised. It may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents disclosed to anyone other than the prospective investors to whom it is originally submitted.

Registered Securities may be offered or sold within the United States only to QIBs in transactions exempt from registration under the Securities Act. Each U.S. purchaser of Registered Securities is hereby notified that the offer and sale of any Registered Securities to it may be being made pursuant to the exemption from the registration requirements of the Securities Act provided by Rule 144A under the Securities Act ("**Rule 144A**").

Each purchaser or holder of Securities represented by a Rule 144A Global Security (as defined under "*Registered Securities*" below) or any Securities issued in registered form in exchange or substitution therefor (together "**Legended Securities**") will be deemed, by its acceptance or purchase of any such Legended Securities, to have made certain representations and agreements intended to restrict the resale or other transfer of such Securities as set out in "*Transfer and Selling Restrictions*". Unless otherwise stated, terms used in this paragraph have the meanings given to them in "*Description of the Securities – Form of the Securities*".

The Securities in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States of America (the "**United States**") or its possessions or to United States persons, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and the Treasury regulations promulgated thereunder.

NOTICE TO NEW HAMPSHIRE RESIDENTS

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER CHAPTER 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

AVAILABLE INFORMATION

To permit compliance with Rule 144A in connection with any resales or other transfers of Securities that are “restricted securities” within the meaning of the Securities Act, the Issuer has undertaken in a deed poll dated 26 June 2014 (the “**Deed Poll**”) to furnish, upon the request of a holder of such Securities or any beneficial interest therein, to such holder or to a prospective purchaser designated by him, the information required to be delivered under Rule 144A(d)(4) under the Securities Act if, at the time of the request, the Issuer is neither a reporting company under section 13 or section 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder.

SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES

The Issuer is incorporated as a German stock corporation with limited liability (*Aktiengesellschaft*). All the members of the Management Board (*Vorstand*) or the Supervisory Board (*Aufsichtsrat*) of the Issuer are non-residents of the United States, and all or a portion of the assets of the Issuer and such persons are located outside the United States. As a result, it may not be possible for holders or beneficial owners of the Securities to effect service of process within the United States upon the Issuer or such persons, or to enforce against any of them in U.S. courts judgments obtained in such courts predicted upon the civil liability provisions of the federal securities or other laws of the United States or any state or other jurisdiction thereof.

STABILISATION MANAGER

In connection with the issue of any Tranche of Securities under the Programme, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities) may, outside Australia (and on a market operated outside Australia) and in accordance with applicable law, over-allot Securities or effect transactions with a view to supporting the market price of the Securities at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilisation Manager(s) (or persons acting on behalf of a Stabilisation Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which the adequate public disclosure of the final terms of the offer of the relevant Tranche of Securities is made and, if begun, may be ended at any time, but it must end no later than the earlier of thirty days after the issue date of the relevant Tranche of Securities and sixty days after the date of the allotment of the relevant Tranche of Securities. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

ISDA DOCUMENTATION

Investors should consult the Issuer should they require a copy of the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., the 2009 ISDA Credit

Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions (14 July 2009), the 2014 ISDA Credit Derivatives Definitions or the relevant Credit Derivatives Physical Settlement Matrix as published by the International Swaps and Derivatives Association, Inc., as applicable.

In this Prospectus, all references to “€” or “EUR” are to Euro, all references to “CHF” are to Swiss Francs and all references to “U.S. dollars”, “U.S.\$”, “USD” and “\$” refer to United States dollars.

TABLE OF CONTENTS

	Page
Important Notices	2
Summary	9
Risk Factors	34
Risk Factors in respect of the Issuer	34
Risk Factors in respect of the Securities	40
Consent to use the Prospectus	61
Responsibility Statement	62
General Description of the Programme	63
General	63
Issue Procedures	67
Description of the Issuer	70
Persons Responsible	70
Statutory Auditors	70
Information about Deutsche Bank	70
Business Overview	70
Organisational Structure	75
Trend Information	76
Administrative, Management, and Supervisory Bodies	77
Major Shareholders	79
Financial Information concerning Deutsche Bank's Assets and Liabilities, Financial Position and Profits and Losses	80
Material Contracts	91
Third Party Information and Statement by Experts and Declaration of any Interest	91
Description of the Securities	92
Description of Interest Rate and Redemption Provisions	92
Form of the Securities	98
Bearer Securities	98
Swiss Global Securities	100
Registered Securities	100
Securityholders and Transfer of Interests	101
Acceleration of Securities	102
Fungible Issues of Securities	102
Pfandbriefe	102
Terms and Conditions – English Language Version	106
Fixed rate and zero coupon Notes (Option I)	107
Floating rate Notes (Option II)	146
Fixed rate and zero coupon Pfandbriefe (Option III)	189
Floating rate Pfandbriefe (Option IV)	205
Structured Notes (Option V)	225
Terms and Conditions – German Language Version	306
Fest verzinsliche und Nullkupon-Anleihen (Option I)	307
Variabel verzinsliche Anleihen (Option II)	354
Fest verzinsliche und Nullkupon-Pfandbriefe (Option III)	405
Variabel verzinsliche Pfandbriefe (Option IV)	422
Strukturierte Anleihen (Option V)	444
Annexes to the Terms and Conditions	539
Credit Linked Notes Annex A	539
Credit Linked Notes Annex B	621
Registered Securities Annex	692
Form of Final Terms	706
Form of Pricing Supplement	767
Taxation	830
General Taxation Information	830
EU Savings Directive	830
Germany	831
Luxembourg	834
Australia	837
Austria	840
Belgium	844
Denmark	848

France.....	849
Hong Kong.....	850
Ireland.....	852
Italy.....	853
Netherlands.....	862
Portugal.....	864
Singapore.....	868
Spain.....	874
Sweden.....	877
Switzerland.....	878
United Kingdom.....	882
United States.....	883
The proposed financial transactions tax.....	885
Book Entry Clearance Systems.....	886
Book-Entry Systems.....	886
Book-Entry Ownership of and Payments in respect of DTC Securities.....	888
Transfers of Securities represented by Registered Global Securities.....	888
Transfer and Selling Restrictions.....	890
Transfer Restrictions.....	890
United States.....	892
Public Offer Selling Restriction under the Prospectus Directive.....	893
United Kingdom.....	894
Australia.....	894
Austria.....	895
Belgium.....	895
Denmark.....	896
France.....	896
Hong Kong.....	896
Ireland.....	897
Italy.....	897
Japan.....	898
Netherlands.....	898
Portugal.....	898
Singapore.....	899
Spain.....	900
Sweden.....	901
Switzerland.....	901
General.....	901
General Information.....	902
Use of Proceeds.....	902
Authorisation.....	902
Post Issuance Information.....	902
Clearing Systems.....	902
Listing and Admission to Trading Information.....	902
Undertaking.....	902
Yield.....	903
Documents on Display.....	904
Documents Incorporated by Reference.....	905
Documents Incorporated by Reference.....	905
Cross-Reference List of Documents Incorporated by Reference.....	905
Names and Addresses.....	907

SUMMARY

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

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

Even though an Element may be required to be inserted in the summary because of the type of Securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of 'not applicable'.

Section A — Introduction and warnings

Ele- ment	Disclosure requirement	
A.1	Warnings	<p>Warning that</p> <ul style="list-style-type: none"> • this summary should be read as an introduction to the Prospectus; • any decision to invest in the Securities should be based on consideration of the Prospectus as a whole by the investor; • where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Prospectus before the legal proceedings are initiated; • civil liability attaches only to those persons who have tabled the summary, including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such Securities.
A.2	Consent to use the Prospectus	<p>[[Each Dealer and/or each further financial intermediary subsequently reselling or finally placing the Securities is] [[insert name[s] and address[es] are] entitled to use the Prospectus for the subsequent resale or final placement of the Securities during the offer period for the subsequent resale or final placement of the Securities from [●] to [●], provided however, that the Prospectus is still valid in accordance with Article 11 of the Luxembourg Law relating to prospectuses for securities (<i>Loi relative aux prospectus pour valeurs mobilières</i>) which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended).</p> <p>[Such consent is subject to and given under the condition [●].]</p> <p>The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of the Issuer (www.db.com/ir).</p> <p>When using the Prospectus, [each Dealer and/or relevant further financial intermediary] [[insert name[s] and address[es]] must make certain that it</p>

Element	Disclosure requirement	
		<p>complies with all applicable laws and regulations in force in the respective jurisdictions. In the event of an offer being made by [a Dealer and/or a further financial intermediary] <i>[[insert name[s] and address(es)], [it][they]</i> shall provide information to investors on the terms and conditions of the Securities at the time of that offer.</p> <p>The Issuer may at its sole discretion revoke any such authorisation.]</p> <p>[Not applicable. [The Securities will be offered without Dealers or other financial intermediaries and] [T][t]he Issuer has not given its consent to use the Prospectus.]</p>

Section B — Issuer

Element	Disclosure requirement	
B.1	Legal and Commercial Name of the Issuer	The legal and commercial name of the Issuer is Deutsche Bank Aktiengesellschaft (" Deutsche Bank " or the " Bank ").
B.2	Domicile, Legal Form, Legislation, Country of Incorporation	<p>Deutsche Bank is a stock corporation (<i>Aktiengesellschaft</i>) under German law. The Bank has its registered office in Frankfurt am Main, Germany. It maintains its head office at Taunusanlage 12, 60325 Frankfurt am Main, Germany.</p> <p><i>[If the Securities are issued by Deutsche Bank AG, London Branch, insert:</i> Deutsche Bank AG, acting through its London branch ("Deutsche Bank AG, London Branch") is domiciled at Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom.]</p> <p><i>[If the Securities are issued by Deutsche Bank AG, Sydney Branch, insert:</i> Deutsche Bank AG, acting through its Sydney branch ("Deutsche Bank AG, Sydney Branch") is domiciled at Level 16, Deutsche Bank Place, Corner of Hunter and Phillip Streets, Sydney NSW 2000, Australia.]</p> <p><i>[If the Securities are issued by Deutsche Bank AG, Milan Branch, insert:</i> Deutsche Bank AG, acting through its Milan branch ("Deutsche Bank AG, Milan Branch") is domiciled at Via Santa Margherita 4, Milan, Italy.]</p> <p><i>[If the Securities are issued by Deutsche Bank AG, Sucursal em Portugal, insert:</i> Deutsche Bank AG, acting through its Portuguese branch ("Deutsche Bank AG, Sucursal em Portugal") is domiciled at Rua Castilho, 20, 1250-069 Lisbon, Portugal.]</p> <p><i>[If the Securities are issued by Deutsche Bank AG, Sucursal en España, insert:</i> Deutsche Bank AG, acting through its Spanish branch ("Deutsche Bank AG, Sucursal en España") is domiciled at Paseo De La Castellana, 18, 28046 Madrid, Spain.]</p> <p><i>[If the Securities are issued by Deutsche Bank AG, Hong Kong Branch, insert:</i> Deutsche Bank AG, acting through its Hong Kong branch ("Deutsche Bank AG, Hong Kong Branch") is domiciled at Level 52, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong.]</p> <p><i>[If the Securities are issued by Deutsche Bank AG, Singapore Branch, insert:</i> Deutsche Bank AG, acting through its Singapore branch ("Deutsche Bank AG,</p>

Element	Disclosure requirement																																									
		<p>Singapore Branch") is domiciled at One Raffles Quay, South Tower Level 17, Singapore 048583.]</p> <p>[If the Securities are issued by Deutsche Bank AG, [insert branch] Branch, insert: Deutsche Bank AG, acting through its [insert branch] branch ("Deutsche Bank AG, [insert branch] Branch") is domiciled at [insert address].].</p>																																								
B.4b	Known trends affecting the Issuer and the industries in which it operates	With the exception of the effects of the macroeconomic conditions and market environment, as well as the effects of legislation and regulations applicable to all financial institutions in Germany and the Eurozone, there are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects in its current financial year.																																								
B.5	Description of the group and the Issuer's position within the group	Deutsche Bank is the parent company of a group consisting of banks, capital market companies, fund management companies, a property finance company, instalment financing companies, research and consultancy companies and other domestic and foreign companies (the " Deutsche Bank Group ").																																								
B.9	Profit forecasts or estimate	Not applicable. No profit forecast or estimate is made.																																								
B.10	Qualifications in the audit report	Not applicable. There are no qualifications in the audit report on the historical financial information.																																								
B.12	Selected historical key financial information	<p>The following table shows an overview from the balance sheet and income statement of Deutsche Bank AG which has been extracted from the respective audited consolidated financial statements prepared in accordance with IFRS as of 31 December 2012 and 31 December 2013 as well as from the unaudited consolidated interim financial statements as of 31 March 2013 and 31 March 2014.</p> <table border="1"> <thead> <tr> <th></th> <th>31 December 2012 (IFRS, audited)</th> <th>31 March 2013 (IFRS, unaudited)</th> <th>31 December 2013 (IFRS, audited)</th> <th>31 March 2014 (IFRS, unaudited)</th> </tr> </thead> <tbody> <tr> <td>Share capital (in EUR)</td> <td>2,379,519,078.40</td> <td>2,379,519,078.40</td> <td>2,609,919,078.40</td> <td>2,609,919,078.40</td> </tr> <tr> <td>Number of ordinary shares</td> <td>929,499,640</td> <td>929,499,640</td> <td>1,019,499,640</td> <td>1,019,499,640</td> </tr> <tr> <td>Total assets (in million Euro)</td> <td>2,022,275</td> <td>2,032,690</td> <td>1,611,400</td> <td>1,636,574</td> </tr> <tr> <td>Total liabilities (in million Euro)</td> <td>1,968,035</td> <td>1,976,612</td> <td>1,556,434</td> <td>1,580,557</td> </tr> <tr> <td>Total equity (in million Euro)</td> <td>54,240</td> <td>56,078</td> <td>54,966</td> <td>56,017</td> </tr> <tr> <td>Core Tier 1 capital ratio/Common Equity Tier 1 capital ratio^{1,2}</td> <td>11.4%</td> <td>12.1%</td> <td>12.8%</td> <td>13.2%³</td> </tr> <tr> <td>Tier1 capital ratio²</td> <td>15.1%</td> <td>16.0%</td> <td>16.9%</td> <td>13.2%⁴</td> </tr> </tbody> </table> <p>¹ The CRR/CRD 4 framework replaced the term Core Tier 1 by Common Equity Tier 1. ² Capital ratios for 31 March 2014 are based upon transitional rules of the CRR/CRD 4 capital framework; prior periods are based upon Basel 2.5 rules excluding transitional items pursuant to section 64h (3) of the German Banking Act. ³ The Common Equity Tier 1 capital ratio as of 31 March 2014 on the basis of CRR/CRD 4 fully loaded was 9.5%. ⁴ The Tier 1 capital ratio as of 31 March 2014 on the basis of CRR/CRD 4 fully loaded was 9.5%.</p>		31 December 2012 (IFRS, audited)	31 March 2013 (IFRS, unaudited)	31 December 2013 (IFRS, audited)	31 March 2014 (IFRS, unaudited)	Share capital (in EUR)	2,379,519,078.40	2,379,519,078.40	2,609,919,078.40	2,609,919,078.40	Number of ordinary shares	929,499,640	929,499,640	1,019,499,640	1,019,499,640	Total assets (in million Euro)	2,022,275	2,032,690	1,611,400	1,636,574	Total liabilities (in million Euro)	1,968,035	1,976,612	1,556,434	1,580,557	Total equity (in million Euro)	54,240	56,078	54,966	56,017	Core Tier 1 capital ratio/Common Equity Tier 1 capital ratio ^{1,2}	11.4%	12.1%	12.8%	13.2% ³	Tier1 capital ratio ²	15.1%	16.0%	16.9%	13.2% ⁴
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	No material adverse change in the prospects	There has been no material adverse change in the prospects of Deutsche Bank since 31 December 2013.																																								

Element	Disclosure requirement	
	Significant changes in the financial or trading position	Not applicable. There has been no significant change in the financial position or trading position of Deutsche Bank Group since 31 March 2014.
B.13	Recent events material to the Issuer's solvency	Not applicable. There are no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.
B.14	Dependence upon group entities	Please read the following information together with Element B.5. Not applicable. The Issuer is not dependent upon other entities.
B.15	Issuer's principal activities	<p>The objects of Deutsche Bank, as laid down in its Articles of Association, include the transaction of all kinds of banking business, the provision of financial and other services and the promotion of international economic relations. The Bank may realise these objectives itself or through subsidiaries and affiliated companies. To the extent permitted by law, the Bank is entitled to transact all business and to take all steps which appear likely to promote the objectives of the Bank, in particular: to acquire and dispose of real estate, to establish branches at home and abroad, to acquire, administer and dispose of participations in other enterprises, and to conclude enterprise agreements.</p> <p>As of 31 December 2013, the Bank was organized into the following five corporate divisions:</p> <ul style="list-style-type: none"> • Corporate Banking & Securities (CB&S); • Global Transaction Banking (GTB); • Deutsche Asset & Wealth Management (DeAWM); • Private & Business Clients (PBC); and • Non-Core Operations Unit (NCOU). <p>The five corporate divisions are supported by infrastructure functions. In addition, Deutsche Bank has a regional management function that covers regional responsibilities worldwide.</p> <p>The Bank has operations or dealings with existing or potential customers in most countries in the world. These operations and dealings include:</p> <ul style="list-style-type: none"> • subsidiaries and branches in many countries; • representative offices in many other countries; and • one or more representatives assigned to serve customers in a large number of additional countries.
B.16	Controlling persons	Not applicable. Based on the rules on notification of major shareholdings pursuant to sections 21 et seq. of the German Securities Trading Act (<i>Wertpapierhandelsgesetz - WpHG</i>), there are only two shareholders holding more than 5 per cent. of the Issuer's shares (5.83 and 5.14 per cent., respectively). To the Issuer's knowledge there is no other shareholder holding more than 3 per cent of the shares. The Issuer is thus not directly or indirectly owned or controlled.
B.17	Credit ratings to the Issuer and	Deutsche Bank is rated by Moody's Investors Service Inc. (" Moody's "), Standard & Poor's Credit Market Services Europe Limited (" S&P ") and Fitch Deutschland GmbH

Element	Disclosure requirement																	
	the Securities	<p>("Fitch", together with S&P and Moody's, the "Rating Agencies").</p> <p>S&P and Fitch are established in the European Union and have been registered or certified in accordance with Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009, as amended, on credit rating agencies ("CRA Regulation"). With respect to Moody's, the credit ratings are endorsed by Moody's office in the UK (Moody's Investors Services Ltd.) in accordance with Article 4(3) of the CRA Regulation.</p> <p>As of the date of the Prospectus, the following ratings were assigned to Deutsche Bank:</p> <table border="1"> <thead> <tr> <th>Rating Agency</th> <th>Long term</th> <th>Short term</th> <th>Outlook</th> </tr> </thead> <tbody> <tr> <td>Moody's</td> <td>A2</td> <td>P-1</td> <td>negative</td> </tr> <tr> <td>S&P</td> <td>A</td> <td>A-1</td> <td>on review for downgrade</td> </tr> <tr> <td>Fitch</td> <td>A+</td> <td>F1+</td> <td>negative</td> </tr> </tbody> </table> <p>[Moody's] [,] [and] [S&P] [and] [Fitch] [<i>insert other Rating Agency</i>] [[is] [are] expected to assign] [[has] [have] assigned] the following rating[s] to the Securities: ●.] [The Securities are not rated.]</p>	Rating Agency	Long term	Short term	Outlook	Moody's	A2	P-1	negative	S&P	A	A-1	on review for downgrade	Fitch	A+	F1+	negative
Rating Agency	Long term	Short term	Outlook															
Moody's	A2	P-1	negative															
S&P	A	A-1	on review for downgrade															
Fitch	A+	F1+	negative															

Section C — Securities

Element	Disclosure requirement	
C.1	Type and class of the securities being offered and/or admitted to trading, including any security identification number.	<p>[<i>In case of Notes insert:</i> The [<i>insert title</i>] (the "Securities") are Notes.]</p> <p>[<i>In case of Pfandbriefe insert:</i> The [<i>insert title</i>] (the "Securities") are mortgage Pfandbriefe (<i>Hypothekenpfandbriefe</i>). The Securities are secured by separate pools which mainly consist of mortgage loans, the sufficiency of which is monitored by an independent trustee.]</p> <p>Security Identification Numbers:</p> <p>[ISIN: ●]</p> <p>[WKN: ●]</p> <p>[Common Code: ●]</p> <p>[<i>Insert other Security Identification Number</i>]: ●]</p>
C.2	Currency	The Securities are issued in [●].
C.5	Restrictions on free transferability	Not applicable. The Securities are freely transferable in accordance with applicable law and any rules and procedures for the time being of any clearing system through whose books the Securities are transferred.
C.8	Rights attached to the Securities, including	<p>Rights attached to the Securities</p> <p>Each Holder of the Securities has the right vis-à-vis the Issuer to claim payment of a redemption amount [and interest] when such payment[s] [is][are] due in</p>

Element	Disclosure requirement	
	ranking and limitations to those rights	<p>accordance with the terms and conditions of the Securities.</p> <p>Prior to the Issuer's insolvency or liquidation, any payment claims under the Securities will be subject to then applicable laws that provide for the reduction, including to zero, of any such payment claims or the conversion of such payment claims to instruments that constitute common equity tier 1 capital of the Issuer, such as ordinary shares (regulatory bail-in).</p> <p>Status of the Securities</p> <p>[If the Securities are unsubordinated Notes, insert:</p> <p>The obligations under the Securities constitute unsecured and unsubordinated obligations of the Issuer ranking <i>pari passu</i> among themselves and <i>pari passu</i> with all other unsecured and unsubordinated obligations of the Issuer except for any obligations preferred by law.]</p> <p>[If the Securities are Pfandbriefe, insert:</p> <p>The obligations under the Securities constitute unsubordinated obligations of the Issuer ranking <i>pari passu</i> without any preference among themselves. The Securities are covered in accordance with the German Pfandbrief Act (<i>Pfandbriefgesetz</i>) and rank at least <i>pari passu</i> with all other obligations of the Issuer under its mortgage Pfandbriefe.]</p> <p>[If the Securities are Subordinated Notes, insert:</p> <p>The Securities constitute unsecured and subordinated obligations of the Issuer ranking <i>pari passu</i> among themselves and <i>pari passu</i> with all other subordinated obligations of the Issuer, provided that neither applicable laws nor their respective terms and conditions include any different provision. In the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against, the Issuer, the obligations under the Subordinated Notes shall be fully subordinated to the claims of all unsubordinated creditors of the Issuer so that in any such event no amounts shall be payable in respect of the Subordinated Notes until the claims of such unsubordinated creditors of the Issuer have been satisfied in full. No holder of Subordinated Notes may set off its claims arising under the Subordinated Notes against any claims of the Issuer.</p> <p>If the Securities are repurchased by the Issuer or redeemed before the maturity date otherwise than in compliance with certain regulatory requirements described in the Terms and Conditions, then, subject to limited exemptions, the amounts redeemed or paid must be returned to the Issuer irrespective of any agreement to the contrary.</p> <p>In the context of a regulatory bail-in the Securities will be written down or converted to common equity tier 1 capital instruments (such as ordinary shares) of the Issuer before any non-subordinated liabilities of the Issuer are affected by such measures.]</p> <p>Form of the Securities</p> <p>The Securities will be issued in [bearer] [registered] form.</p>

Element	Disclosure requirement	
		<p>Governing law</p> <p>The Securities will be governed by, and construed in accordance with, [German] [English] law.</p> <p>Jurisdiction</p> <p>[Non-exclusive place of jurisdiction for any legal proceedings arising under the Securities is Frankfurt am Main, Germany.] [The courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Securities.]</p> <p>Negative pledge</p> <p>The Terms and Conditions of the Securities do not contain a negative pledge provision.</p> <p>Events of Default and Cross Default</p> <p>[In case of Securities other than Pfandbriefe insert: The terms of the Securities contain, amongst others, the following events of default entitling its holders to demand immediate redemption of the Securities:</p> <ul style="list-style-type: none"> (a) default in payment of any principal [or interest] due in respect of the Securities continuing for a specified period of time (b) non-performance by the Issuer of any of its other obligations under the conditions of the Securities, continuing for a specified period of time; and (c) events relating to the insolvency or winding up of the Issuer.] <p>[In case of Pfandbriefe insert: The Securities do not include events of default entitling its holders to demand immediate redemption of the Securities.]</p> <p>The Securities do not include a cross-default clause.</p> <p>Early redemption for taxation reasons</p> <p>[In case of Pfandbriefe or other Securities without tax gross-up clause insert: The Securities are not subject to early redemption for taxation reasons.]</p> <p>[In case of Securities with tax gross-up clause insert: Early Redemption of the Securities for reasons of taxation is permitted [In case of Subordinated Notes insert:, subject to prior approval by the competent supervisory authority], if as a result of any change in, or amendment to the laws or regulations (including any amendment to, or change in, an official interpretation or application of such laws or regulations), of [the Federal Republic of Germany][the United Kingdom][Portugal][Spain][Australia][●], the Issuer will become obligated to pay additional amounts on the Securities.]</p> <p>[Meetings of Securityholders</p> <p>[Insert in case of German Securities other than Pfandbriefe where Resolution of Securityholders applies: In accordance with the German Bond Act (<i>Schuldverschreibungsgesetz</i>) the Securities contain provisions pursuant to which Securityholders may agree by resolution to amend the Terms and Conditions (with the consent of the Issuer) and to decide upon certain other matters regarding the Securities. Resolutions of Securityholders properly adopted, [either] [in a meeting of Securityholders] [or] [by vote taken without a</p>

Element	Disclosure requirement	
		<p>meeting] in accordance with the Terms and Conditions, are binding upon all Securityholders. Resolutions providing for material amendments to the Terms and Conditions require a majority of not less than [75][●]per cent. of the votes cast provided that the following matters shall not be subject to resolutions of Securityholders: [●]. Resolutions relating to amendments to the Terms and Conditions which are not material, require a simple majority of not less than [50][●]per cent. of the votes cast.]</p> <p>[Insert in case of non-German law governed Securities: The Securities will provide for provisions for calling meetings of holders of such Securities to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders, including holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the majority.]</p>
		<p>Prescription</p> <p>[Insert in case of German Securities: The rights to payment of principal and interest (if any) under the Securities are subject to prescription within a period of two years. The prescription period begins at the end of the period during which the Securities must be duly presented which is reduced to 10 years.]</p> <p>[Insert in case of English Securities: The Securities will become void unless presented for payment within a period of ten years (in case of principal) and five years (in case of interest) after the date on which such payment first becomes due or, if the full amount of the moneys payable has not been duly received by the Fiscal Agent on or prior to such due date, the date following receipt of such amount on which notice of such is duly given to the Securityholders.]</p>
C.9	Nominal interest rate, date from which interest becomes payable and the due dates for interest, and, where the interest rate is not fixed, description of the underlying on which it is based, maturity date and arrangement for loan amortisation, including the repayment procedure, an indication of	<p>Please read the following information together with Element C.8.</p> <p>Interest</p> <p>[In case of Securities with an interest basis switch insert: The applicable interest basis under the Securities will change from [●] to [●] on [●] (the "Interest Switch Date"). [When completing each relevant interest section below specify which interest basis will apply until the Interest Switch Date and which interest basis will apply from the Interest Switch Date]</p> <p>[In case of fixed rate Securities other than zero coupon Securities insert: The Securities bear interest [from their issue date][from [●]] [at a rate of ● per cent. per annum.]</p> <p>[Insert in case of Step-up or Step-down Securities: at the rate of ● per cent. per annum from (and including) [●] to (but excluding) ●; [at the rate of ● per cent. per annum from (and including) ● to (but excluding) ●;] and from (and including) ● to (but excluding) the Maturity Date at the rate of ● per cent. per annum.]</p> <p>Interest shall be payable in respect of each Interest Period in arrear on [insert dates] in each year [from (and including) [●] to (and including) [●]] [, subject to adjustment for non-business days] (each such date, an "Interest Payment Date"). The first payment of interest shall be made on [insert first interest payment date][(first short coupon)][(first long coupon)], the Interest Payment Date immediately preceding the Maturity Date is [insert interest payment</p>

Element	Disclosure requirement	
	yield and name of representative of debt security holders	<p>date preceding the Maturity Date [(last short coupon)][(last long coupon)], whereas the Maturity Date is also an Interest Payment Date.]</p> <p>The "Interest Periods" are the period from (and including) [●] to (but excluding) the first [Interest Payment Date/Interest Period End Date <i>[in this case specify relevant dates and whether they adjust for non-business days]</i>] and thereafter from (and including) an [Interest Payment Date/Interest Period End Date] to (but excluding) the next following [Interest Payment Date/Interest Period End Date].</p> <p>The amount of interest payable in respect of an Interest Period on the relevant Interest Payment Date shall be <i>[in case of unadjusted Interest Periods insert: [●] [and [insert initial/final broken amount] on [●]] [in case of adjusted Interest Periods insert: calculated by applying the rate of interest and the Day Count Fraction to [the Specified Denomination] [the aggregate outstanding principal amount of the Securities represented by the global security] [insert Calculation Amount].</i></p> <p>The "Day Count Fraction" in respect of an Interest Period is [●].]</p> <p><i>[In case of zero coupon Securities insert: The Securities are offered and sold at a discount to their principal amount and will not bear interest other than in case of a payment default.]</i></p> <p><i>[In case of non-interest bearing Securities insert: The Securities do not bear interest.]</i></p> <p><i>[In case of floating rate Securities insert: The Securities bear interest from (and including) [●] in respect of each Interest Period.</i></p> <p>Interest will be payable in respect of each Interest Period in arrear on <i>[insert dates]</i> in each year [from (and including) [●] to (and including) [●]][, subject to adjustment for non-business days] (each such date, an "Interest Payment Date"). The first payment of interest shall be made on <i>[insert first interest payment date]</i>.</p> <p>The "Interest Periods" are the period from (and including) [●] to (but excluding) the first [Interest Payment Date/Interest Period End Date <i>[in this case insert relevant dates and whether they adjust for non-business days]</i>] and thereafter from (and including)an [Interest Payment Date/Interest Period End Date] to (but excluding) the next following [Interest Payment Date/Interest Period End Date].</p> <p>The amount of interest payable in respect of an Interest Period on the relevant Interest Payment Date shall be an equal to the product of (a) [the Specified Denomination] [the aggregate outstanding principal amount of the Securities represented by the global security] <i>[insert Calculation Amount]</i>, (b) the Rate of Interest and (c) the Day Count Fraction, in each case for such Interest Period <i>[in case of TARN Securities including a cap insert: provided that the total amount of interest payable on each Security (the "Total Interest Amount") shall not be more than the Target Interest (as described below)].</i></p> <p>Day Count Fraction</p> <p>The "Day Count Fraction" is [●].</p> <p>Rate of Interest</p>

Element	Disclosure requirement	
		<p><i>[Insert in case of Floating Rate Securities with EURIBOR/LIBOR or CMS as reference rate:</i> The rate of interest for each Interest Period is the Reference Rate.</p> <p>The "Reference Rate" is</p> <p><i>[in case of Inverse Floater Securities insert:</i></p> <p>[+] [-] [●] per cent. per annum (the "Inverse Margin") [plus] [minus]</p> <p><i>[In case of Participation Securities insert:</i></p> <p>([+] [-] [●] per cent. (the "Participation") multiplied by)</p> <p><i>[if EURIBOR/LIBOR applies insert: [in case of Participation Securities where Reference Rate is calculated by adding or subtracting two rates insert:</i> (the offered quotation (expressed as a percentage rate per annum) for deposits in <i>[insert Specified Currency]</i> for the relevant Interest Period (a "Floating Rate") which appears on the Screen Page as of 11:00 a.m. ([Brussels] [London] time) on the Interest Determination Day <i>[in case of Participation Securities where Reference Rate is not calculated by adding or subtracting two rates insert:)][.]</i></p> <p><i>[if CMS applies insert: [in case of Participation Securities where Reference Rate is calculated by adding or subtracting two rates insert:</i> (the rate for [currency] swaps with a maturity of [maturity] expressed as a percentage with reference to <i>[insert relevant short-term floating index]</i> (a "CMS Rate") which appears on the Screen Page as of [11:00 a.m.] [●] ([New York City] [●] time), on the Interest Determination Day <i>[in case of Participation Securities where Reference Rate is not calculated by adding or subtracting two rates insert:)][.]</i></p> <p>[minus] [plus]</p> <p><i>[if EURIBOR/LIBOR applies insert:</i> the offered quotation (expressed as a percentage rate per annum) for deposits in <i>[insert Specified Currency]</i> for the relevant Interest Period (a "Floating Rate") which appears on the Screen Page as of 11:00 a.m. ([Brussels] [London] time) on the Interest Determination Day)[.]</p> <p><i>[if CMS applies insert:</i> the rate for [currency] swaps with a maturity of [maturity] expressed as a percentage with reference to <i>[relevant short-term floating index]</i> (a "CMS Rate") which appears on the Secondary Screen Page as of [11:00 a.m.] [●] ([New York City] [●] time), on the Interest Determination Day)[.]</p> <p>"Interest Determination Day" means [[the second][other relevant day] TARGET-Business Day prior to the commencement of the relevant Interest Period] [the first TARGET-Business Day] of the relevant Interest Period[[relevant day] TARGET-Business Day prior to the relevant Interest Payment Date].</p> <p>"TARGET-Business Day" means a day (other than a Saturday or a Sunday) on which TARGET2 (Trans-European Automated Real-time Gross Settlement Express Transfer System) settles payments.</p> <p>"Screen Page" means ●.]</p> <p><i>[Insert in case of Floating Rate Securities where ISDA determination</i></p>

Element	Disclosure requirement	
		<p>applies: The rate of interest for each Interest Period is the Reference Rate.</p> <p>The "Reference Rate" is</p> <p>[in case of Inverse Floater Securities insert:</p> <p>[+] [-] [●] per cent. per annum (the "Inverse Margin") [plus] [minus]]</p> <p>[In case of Participation Securities insert:</p> <p>([+] [-] [●] per cent. (the "Participation") multiplied by</p> <p>ISDA Rate[.]</p> <p>[in case of a Margin insert: [plus] [minus] [+] [-] [●] per cent. per annum (the "Margin"), all as determined by the Calculation Agent.]</p> <p>"ISDA Rate" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Fiscal Agent under an interest rate swap transaction if the Fiscal Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the Securities (the "ISDA Definitions") and under which:</p> <ol style="list-style-type: none"> (1) the Floating Rate Option is [the Floating Rate Option]; (2) the Designated Maturity is [Designated Maturity]; and (3) the relevant Reset Date is [relevant Reset Date: [in case of LIBOR/EURIBOR insert: the first day of that Interest Period][any other relevant Reset Date]]. <p>[in case of a Margin the following insert: [plus] [minus] [+] [-] [●] per cent. per annum (the "Margin"), all as determined by the Calculation Agent.]]</p> <p>[Insert in case of Range Accrual Securities insert: [(a) in case of the first Interest Period, [insert fixed interest rate] per cent. per annum; and (b) [i]]] In respect of each [insert in case of Securities with a fixed initial interest rate: subsequent] Interest Period, the product of (i) [insert fixed interest rate] per cent. and (ii) the quotient of the Interest Range Dates (as numerator) and the Determination Dates (as denominator) in each case in respect of the Interest Accumulation Period in relation to such Interest Period.</p> <p>"Interest Range Dates" means [●].</p> <p>"Determination Dates" means [●].</p> <p>"Accumulation Period" means [●].]</p> <p>[In case of Equity, Index or Inflation Index linked interest insert: The Securities bear interest from (and including) [●] in respect of each Interest Period.</p> <p>Interest will be payable in respect of each Interest Period in arrear on [insert dates] in each year [from (and including) [●] to (and including) [●]]], subject to adjustment for non-business days] (each such date, an "Interest Payment Date"). The first payment of interest shall be made on [insert first interest payment date].</p> <p>The "Interest Periods" are the period from (and including) [●] to (but excluding) the first [Interest Payment Date/Interest Period End Date [in this</p>

Element	Disclosure requirement	
		<p>case insert relevant dates and whether they adjust for non-business days]] and thereafter from (and including) an [Interest Payment Date/Interest Period End Date] to (but excluding) the next following [Interest Payment Date/Interest Period End Date].</p> <p>The amount of interest payable in respect of an Interest Period on the relevant Interest Payment Date shall be an amount equal to the product of (a) [the Specified Denomination] [the aggregate outstanding principal amount of the Securities represented by the global security] [insert Calculation Amount], (b) the Rate of Interest and (c) the Day Count Fraction, in each case for such Interest Period [in case of TARN Securities including a cap insert: , provided that the total amount of interest payable on each Security (the "Total Interest Amount") shall not be more than the Target Interest (as described below)].</p> <p>Day Count Fraction</p> <p>The "Day Count Fraction" is [●].</p> <p>Rate of Interest</p> <p>The "Rate of Interest" for each Interest Period is.</p> <p>[Insert in case of Equity or Index linked interest:</p> <p>[Insert in case of Securities with one or more fixed rate interest periods:</p> <p>(a) in case of [each] [the [●]] Interest Period [from and including [●] to but excluding [●]] [and] [the [●] Interest Period[s]], [●] per cent. per annum[.], [and] in case of [the [●]] Interest Period [and] [the [●] Interest Period[s]], [●] per cent. per annum;] [and] [insert additional Interest Periods as appropriate]; and</p> <p>(b) [insert in case of Securities with a fixed initial interest rate: in case of each subsequent] [insert in case of Securities with non-initial periods with a fixed interest rate: other] the product of (i) the Performance in respect of the relevant Interest Period and (ii) the Participation Rate.</p> <p>"Determination Price" means, subject to adjustment, an amount equal to [[the official closing level] [●] of the Index determined by the Calculation Agent on the Underlying Determination Date, without regard to any subsequently published correction [and converted into the Specified Currency at the Exchange Rate]] [the sum of the values [(each such value converted into the Specified Currency at the Exchange Rate)] calculated for each Index as [the official closing level] [●] of such Index determined by the Calculation Agent on the Underlying Determination Date, without regard to any subsequently published correction, multiplied by the Multiplier] [[the official closing price] [●] of the Underlying Equity on the [relevant] Underlying Determination Date without regard to any subsequently published correction determined by or on behalf of the Calculation Agent [and converted into the Specified Currency at the Exchange Rate]] [the sum of the values [(each such value converted into the Specified Currency at the Exchange Rate)] calculated for each Underlying Equity as [the official closing price] [●] of such Underlying Equity on the [relevant] Underlying Determination Date determined by or on behalf of the Calculation Agent without regard to any subsequently published correction,</p>

Element	Disclosure requirement	
		<p>multiplied by the Multiplier].</p> <p>["Index" means [●].]</p> <p>["Exchange Rate" means [●].]</p> <p>["Initial Price" means [●].]</p> <p>["Multiplier" means [●].]</p> <p>"Participation Rate" means [●].</p> <p>"Performance" in respect of an Interest Period shall be a rate (expressed as a percentage per annum) [which may never be less than zero] equal to (i) the quotient of (x) the Determination Price on the Underlying Determination Date for such Interest Period (as numerator) (y) [the Initial Price] [and in case of each subsequent Interest Period,] [the Determination Price for the immediately preceding Interest Period (as denominator) (ii) less one.</p> <p>["Specified Currency" means [●].]</p> <p>"Underlying Determination Date" means [●], subject to adjustment.</p> <p>["Underlying Equity" means [●].]</p> <p><i>[Insert in case of Inflation Index linked interest:</i> (a) the Participation multiplied by (b) Inflation Rate <i>[in case of a Margin insert: [plus] [minus] [-] [+]</i> [●] per cent. (the "Margin").</p> <p>"Final Inflation Index Level" means, in respect of an Interest Period and subject to adjustment, the level of the Inflation Index reported for the Reference Month falling three calendar months immediately preceding the month in which the Interest Payment Date in respect of such Interest Period falls as determined by the Calculation Agent, without regard to any subsequently published revision or correction.</p> <p>"Index" means [●].</p> <p>"Inflation Rate" means, in respect of an Interest Period, a rate (expressed as a percentage) calculated by the Calculation Agent equal to (a) the quotient of (i) the Final Inflation Index Level (as numerator) and (ii) the Initial Inflation Index Level (as denominator), in each case in respect of such Interest Period minus (b) one.</p> <p>"Initial Inflation Index Level" means, in respect of an Interest Period and subject to adjustment, the level of the Inflation Index reported for the Reference Month falling 15 calendar months immediately preceding the month in which the Interest Payment Date in respect of such Interest Period falls as determined by the Calculation Agent, without regard to any subsequently published revision or correction.</p> <p>"Participation" means [●] per cent.</p> <p>"Reference Month" means [●].]</p> <p><i>[Insert in case of a minimum rate of interest:</i> If the rate of interest in respect of any Interest Period determined in accordance with the above provisions is less than [Minimum Rate of Interest], the rate of interest for such Interest Period shall be <i>[insert Minimum Rate of Interest].]</i></p> <p><i>[Insert in case of a maximum rate of interest:</i> If the rate of interest in respect of any Interest Period determined in accordance with the above provisions is greater than [Maximum Rate of Interest], the rate of interest for such Interest Period shall be <i>[insert Maximum Rate of Interest].]</i></p>

Element	Disclosure requirement	
		<p>Maturity and Redemption</p> <p>[In case of fixed rate Securities insert: Subject to any early redemption or cancellation, the Securities will be redeemed at [par] [●] on the maturity date which is ● [(the "Scheduled Maturity Date")] [, subject to adjustment for [insert relevant postponement events]].]</p> <p>[In case of floating rate Securities insert: Subject to any early redemption or cancellation, the Securities will be redeemed at [par] [●] [on the interest payment date falling in [redemption month]][●]], subject to adjustment for [insert relevant postponement events]].]</p> <p>[In case of Equity, Index or Inflation Index linked interest Securities which are not Equity or Index linked redemption Notes insert: Subject to any early redemption or cancellation, the Securities will be redeemed at [par][●] on the maturity date which is [●]], subject to adjustment for [insert relevant postponement events]]]</p> <p>[In the case of Securities with an early termination right at the option of the Issuer: The Securities may be early redeemed at the option of the Issuer on a Call Redemption Date at the relevant Call Redemption Amount.] [In the case of Notes with an early termination right at the option of the Holder: The Securities may be early redeemed at the option of the Holder on the relevant Put Redemption Date at the relevant Put Redemption Amount]</p> <p>[In case of Subordinated Notes insert: [In addition, t] [T]he Securities may be redeemed, in whole but not in part, subject to prior approval by the competent supervisory authority at any time for regulatory reasons, if the Bank (i) is no longer able to recognise the Securities in full as Tier 2 capital for purposes of complying with its own funds requirements or (ii) the Securities are in any other way subject to a less favorable treatment as own funds than was the case at the Issue Date.]</p> <p>[In case of TARN Securities insert: If an Interest Amount in respect of a Security for an Interest Period would cause the Total Interest Amount to be [equal to or] greater than an amount (the "Target Interest") equal to [●] per cent. of the principal amount of such Security (the "Target Interest Event"), all but not some only of the Securities shall be redeemed at the [Redemption Amount] [plus the Final Payment as provided below] [other amount] on the Interest Payment Date on which the Target Interest Event occurred (the "Automatic Redemption Date").</p> <p>[In case of TARN Securities with a Final Payment insert: If the aggregate of all the Interest Amounts paid or payable in respect of a Security up to and including the earlier of the Maturity Date or the Automatic Redemption Date (the "Calculated Total Interest") is less than the Target Interest, each Security shall be redeemed at the [Redemption Amount] [●] plus an amount equal to the difference between the Target Interest and the Calculated Total Interest (the "Final Payment").]</p> <p>[In case of Equity linked redemption Structured Securities insert: Subject to any early redemption or cancellation, the Securities will be redeemed on the maturity date, which is [●], [subject to adjustment for [insert relevant postponement events]],] at an amount equal to:</p> <p>[In case of a Call Equity Linked Redemption Security insert:</p> $\frac{\text{Reference Price}}{\text{Strike Price}} \times \text{Specified Amount;]}$

Element	Disclosure requirement	
		<p>[In case of a Put Equity Linked Redemption Security insert:</p> $\frac{\text{StrikePrice}}{\text{ReferencePrice}} \times \text{Specified Amount};]$ <p>[In case of Index linked redemption Structured Securities insert: Subject to any early redemption or cancellation, the Securities will be redeemed on the maturity date, which is [●], [subject to adjustment for <i>[insert relevant postponement events]</i>.] at an amount equal to:</p> <p>[In case of a Call Index Linked Redemption Security insert:</p> $\frac{\text{ReferencePrice}}{\text{StrikePrice}} \times \text{Specified Amount};]$ <p>[In case of a Put Index Linked Redemption Security insert:</p> $\frac{\text{StrikePrice}}{\text{ReferencePrice}} \times \text{Specified Amount};]$ <p>["Exchange Rate" means [●].]</p> <p>["Index" means [●].]</p> <p>["Multiplier" means [●].]</p> <p>"Reference Price" means, subject to adjustment, an amount equal to [(the official closing level] [●] of the Index determined by the Calculation Agent on the Valuation Date, without regard to any subsequently published correction [and converted into the Specified Currency at the Exchange Rate]] [(the sum of the values [(each such value converted into the Specified Currency at the Exchange Rate)] calculated for each Index as [the official closing level] [●] of such Index determined by the Calculation Agent on the Valuation Date, without regard to any subsequently published correction, multiplied by the Multiplier] [(the official closing price] [●] of the Underlying Equity on the Valuation Date without regard to any subsequently published correction determined by or on behalf of the Calculation Agent [and converted into the Specified Currency at the Exchange Rate]] [(the sum of the values [(each such value converted into the Specified Currency at the Exchange Rate)] calculated for each Underlying Equity as [the official closing price] [●] of such Underlying Equity on the Valuation Date determined by or on behalf of the Calculation Agent without regard to any subsequently published correction, multiplied by the Multiplier].</p> <p>["Specified Currency" means [●].]</p> <p>"Specified Amount" means [●].</p> <p>"Strike Price" means [●].</p> <p>"Valuation Date" means [●], subject to adjustment.</p> <p>["Underlying Equity" means [●].]</p> <p>[Indication of Yield: ●]</p> <p>[In case of Equity, Index and Inflation Index Securities insert: Other</p> <p>The Terms and Conditions and applicable Final Terms (including the above provisions) are subject to adjustment as provided therein to take into account events in relation to the [Underlying Equit[y][ies]][Index][Indices][Inflation Index] or the Securities. This may lead to adjustments being made to the</p>

Element	Disclosure requirement	
		<p>Securities or in some cases the Securities being redeemed early as set out above.]</p> <p>[In case of German law governed Securities which provide for Resolutions of Holders insert: Joint Representative</p> <p>[In accordance with the SchVG the Notes provide that the Holders may by majority resolution appoint a representative for all Holders (the "Joint Representative"). The responsibilities and functions assigned to the Joint Representative appointed by a resolution are determined by the SchVG and by majority resolutions of the Holders.] [The joint representative (the "Joint Representative") to exercise the Securityholders' rights on behalf of each Securityholder shall be: [●].The Joint Representative shall be authorised, at its discretion, in respect of the matters determined by it to [●].]</p> <p>[In case of English Securities insert: Representative of holders</p> <p>[Not applicable, no representative of the Securityholders has been appointed by the Issuer.] [For Securities other than English Securities insert: ●]</p>
C.10	Derivative component in interest payment	<p>Please read the following information together with Element C.9.</p> <p>[Not applicable. The Securities have no derivative component in the interest payment.]</p> <p>[The interest payable in respect of the Securities is linked to the performance of the [Index][Indices]. If the performance of the [Index][Indices] falls the interest payable in respect of the Securities will be reduced.]</p> <p>[The interest payable in respect of the Securities is linked to the performance of the Inflation Index. If the performance of the Inflation Index [falls][rises] the interest payable in respect of the Securities will be reduced.]</p> <p>[The interest payable in respect of the Securities is linked to the performance of the [Underlying Equity][Underlying Equities]. If the performance of the [Underlying Equity][Underlying Equities] falls the interest payable in respect of the Securities will be reduced.]</p>
C.11	Application for admission to trading, with a view to their distribution in a regulated market or other equivalent markets with indication of the markets in questions	<p>[Application has been made to list the Securities on the Official List of the Luxembourg Stock Exchange and to trade them on the regulated market of the Luxembourg Stock Exchange]</p> <p>[Application has been made to list the Securities on the [regulated market of the [Frankfurt Stock Exchange] [Italian Stock Exchange] [Euronext Lisbon] [Madrid Stock Exchange] [Barcelona Stock Exchange] [Bilbao Stock Exchange] [Valencia Stock Exchange]] [AIAF Fixed Income Securities Market] [insert other regulated market], which is a regulated market for the purposes of Directive 2004/39/EC.]</p> <p>[Not applicable. [The Securities will not be admitted to the regulated market of any exchange.] [The Securities have been admitted to trading on the regulated market of [insert regulated market].] [However, application will be made to [list the Securities on] [to include the Securities to trading on] [the SIX Swiss Exchange] [insert other unregulated market].]</p>
C.15	A description of how the value of the investment is affected by the	<p><i>This Element C.15 only to be included where the Securities are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended).</i></p> <p>[The [Interest Amount] [and the] [Redemption Amount] ([in each case] if any) payable in respect of the Securities [is][are] calculated by reference to [insert</p>

Element	Disclosure requirement	
	value of the underlying instrument(s).	<p>relevant underlying(s)]. The effect that this may have on the Securities is shown in the following table which sets out illustrative values of the amounts that may be payable depending on the performance of the [insert relevant underlying(s)]:</p> <p>[insert table].</p> <p>The Securities are derivative securities and their value may go down as well as up.]</p>
C.16	The expiration or maturity date of the derivative securities.	<p>This Element C.16 only to be included where the Securities are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended).</p> <p>The Maturity Date is [●], subject to adjustment].</p>
C.17	Settlement procedure of the derivative securities	<p>This Element C.17 only to be included where the Securities are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended).</p> <p>The Securities will be cash settled on the applicable due date at the relevant amount per Security.</p>
C.18	A description of how the return on derivative securities takes place	<p>This Element C.18 only to be included where the Securities are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended).</p> <p>Payment of the cash amount to each relevant Securityholder on the relevant redemption date.</p>
C.19	Final reference price of the underlying.	<p>This Element C.19 only to be included where the Securities are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended).</p> <p>The value of the [insert relevant underlying(s)] shall be determined in accordance with the valuation provisions set out in Element C.9 above.]</p>
C.20	Type of the underlying and where the information on the underlying can be found.	<p>This Element C.20 only to be included where the Securities are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended).</p> <p>[Not Applicable. The Securities do not have an underlying.]</p> <p>[Type: [interest rate] [inflation index] [index] [equity] [a basket of] [interest rates] [indices] [equities]]</p> <p>[Name: ●]</p> <p>[ISIN: ●]</p> <p>[Information on the historical and ongoing performance of the Underlying [and its volatility] [can be obtained] [on the public website on ●] [and] [on the [Bloomberg] or [Reuters]]] [If no public information exists, insert: is available at the offices of ●.]</p>
C.21	Indication of the market where the securities will be traded and for which	<p>This Element C.21 only to be included where Securities have a denomination of EUR 100,000 or higher.</p> <p>[The [regulated market of the [Luxembourg Stock Exchange] [Frankfurt Stock Exchange] [Italian Stock Exchange] [Euronext Lisbon] [Madrid Stock Exchange] [Barcelona Stock Exchange] [Bilbao Stock Exchange] [Valencia Stock Exchange]] [AIAF Fixed Income Securities Market] [SIX Swiss</p>

Element	Disclosure requirement	
	prospectus has been published.	Exchange] <i>[insert other]</i> .

Section D — Risks

Element	Disclosure requirement	
D.2	Key information on the key risks that are specific to the issuer	<p>Investors will be exposed to the risk of the Issuer becoming insolvent as a result of being overindebted or unable to pay debts, i.e. to the risk of a temporary or permanent inability to meet interest and/or principal payments on time. The Issuer's credit ratings reflect the assessment of these risks.</p> <p>Factors that may have a negative impact on Deutsche Bank's profitability are described in the following:</p> <ul style="list-style-type: none"> • As a global investment bank with a large private client franchise, Deutsche Bank's businesses are materially affected by global macroeconomic and financial market conditions. Over the last several years, banks, including Deutsche Bank, have experienced nearly continuous stress on their business models and prospects. • A muted global economic recovery and persistently challenging market and geopolitical conditions continue to negatively affect Deutsche Bank's results of operations and financial condition in some of its businesses, while a continuing low interest environment and competition in the financial services industry have compressed margins in many of Deutsche Bank's businesses. If these conditions persist or worsen, Deutsche Bank could determine that it needs to make changes to its business model. • Deutsche Bank has been and may continue to be directly affected by the European sovereign debt crisis, and it may be required to take impairments on its exposures to the sovereign debt of European or other countries. The credit default swaps into which Deutsche Bank has entered to manage sovereign credit risk may not be available to offset these losses. • Regulatory and political actions by European governments in response to the sovereign debt crisis may not be sufficient to prevent the crisis from spreading or to prevent departure of one or more member countries from the common currency over the long term. The default or departure of any one or more countries from the euro could have unpredictable consequences for the financial system and the greater economy, potentially leading to declines in business levels, write-downs of assets and losses across Deutsche Bank's businesses. Deutsche Bank's ability to protect itself against these risks is limited. • Deutsche Bank has a continuous demand for liquidity to fund its business activities. It may suffer during periods of market-wide or firm-specific liquidity constraints, and liquidity may not be available to it even if its underlying business remains strong. • Regulatory reforms enacted and proposed in response to weaknesses in the financial sector, together with increased regulatory scrutiny more generally, have created significant uncertainty for Deutsche Bank and may adversely affect its business and ability to execute its strategic plans. • Regulatory and legislative changes will require Deutsche Bank to maintain increased capital and may significantly affect its business model and the competitive environment. Any perceptions in the market that Deutsche Bank may be unable to meet its capital requirements with an adequate buffer, or

Element	Disclosure requirement	
		<p>that it should maintain capital in excess of the requirements, could intensify the effect of these factors on Deutsche Bank's business and results.</p> <ul style="list-style-type: none"> • The increasingly stringent regulatory environment to which Deutsche Bank is subject, coupled with substantial outflows in connection with litigation and enforcement matters, may make it difficult for Deutsche Bank to maintain its capital ratios at levels above those required by regulators or expected in the market. • New rules in the United States, recent legislation in Germany and proposals in the European Union regarding the prohibition of proprietary trading or its separation from the deposit-taking business may materially affect Deutsche Bank's business model. • Proposed European legislation and German legislation regarding the recovery and resolution of banks and investment firms may result in regulatory consequences that could limit Deutsche Bank's business operations and lead to higher refinancing costs. • Other regulatory reforms adopted or proposed in the wake of the financial crisis – for example, extensive new regulations governing Deutsche Bank's derivatives activities, bank levies or a possible financial transaction tax – may materially increase Deutsche Bank's operating costs and negatively impact its business model. • Adverse market conditions, historically low prices, volatility and cautious investor sentiment have affected and may in the future materially and adversely affect Deutsche Bank's revenues and profits, particularly in its investment banking, brokerage and other commission- and fee-based businesses. As a result, Deutsche Bank has in the past incurred and may in the future incur significant losses from its trading and investment activities. • Since Deutsche Bank published its Strategy 2015+ targets in 2012, macroeconomic and market conditions as well as the regulatory environment have been much more challenging than originally anticipated, and as a result, Deutsche Bank has updated its aspirations to reflect these challenging conditions. If Deutsche Bank is unable to implement its updated strategy successfully, it may be unable to achieve its financial objectives, or incur losses or low profitability or erosions of its capital base, and its share price may be materially and adversely affected. • Deutsche Bank operates in a highly and increasingly regulated and litigious environment, potentially exposing it to liability and other costs, the amounts of which may be substantial and difficult to estimate, as well as to legal and regulatory sanctions and reputational harm. • Deutsche Bank is currently the subject of regulatory and criminal industry-wide investigations relating to interbank offered rates, as well as civil actions. Due to a number of uncertainties, including those related to the high profile of the matters and other banks' settlement negotiations, the eventual outcome of these matters is unpredictable, and may materially and adversely affect Deutsche Bank's results of operations, financial condition and reputation. • A number of regulatory authorities are currently investigating Deutsche Bank in connection with misconduct relating to manipulation of foreign exchange rates. The extent of Deutsche Bank's financial exposure to these matters could be material, and Deutsche Bank's reputation may suffer material harm as a result. • A number of regulatory authorities are currently investigating or seeking information from Deutsche Bank in connection with transactions with Monte dei Paschi di Siena. The extent of Deutsche Bank's financial exposure to these matters could be material, and Deutsche Bank's reputation may be harmed.

Element	Disclosure requirement	
		<ul style="list-style-type: none"> • Regulatory agencies in the United States are investigating whether Deutsche Bank's historical processing of certain U.S. Dollar payment orders for parties from countries subject to U.S. embargo laws complied with U.S. federal and state laws. The eventual outcomes of these matters are unpredictable, and may materially and adversely affect Deutsche Bank's results of operations, financial condition and reputation. • Deutsche Bank has been subject to contractual claims and litigation in respect of its U.S. residential mortgage loan business that may materially and adversely affect its results or reputation. • Deutsche Bank's non-traditional credit businesses materially add to its traditional banking credit risks. • Deutsche Bank has incurred losses, and may incur further losses, as a result of changes in the fair value of its financial instruments. • Deutsche Bank's risk management policies, procedures and methods leave it exposed to unidentified or unanticipated risks, which could lead to material losses. • Operational risks may disrupt Deutsche Bank's businesses. • Deutsche Bank's operational systems are subject to an increasing risk of cyber attacks and other internet crime, which could result in material losses of client or customer information, damage Deutsche Bank's reputation and lead to regulatory penalties and financial losses. • The size of Deutsche Bank's clearing operations exposes it to a heightened risk of material losses should these operations fail to function properly. • Deutsche Bank may have difficulty in identifying and executing acquisitions, and both making acquisitions and avoiding them could materially harm Deutsche Bank's results of operations and its share price. • The effects of the takeover of Deutsche Postbank AG may differ materially from Deutsche Bank's expectations. • Deutsche Bank may have difficulties selling non-core assets at favorable prices or at all and may experience material losses from these assets and other investments irrespective of market developments. • Intense competition, in Deutsche Bank's home market of Germany as well as in international markets, could materially adversely impact Deutsche Bank's revenues and profitability. • Transactions with counterparties in countries designated by the U.S. State Department as state sponsors of terrorism or persons targeted by U.S. economic sanctions may lead potential customers and investors to avoid doing business with Deutsche Bank or investing in its securities, harm its reputation or result in regulatory action which could materially and adversely affect its business.

Element	Disclosure requirement	
[D.3] ¹ [D.6] ²	Key information on the key risks that are specific to the securities	<p>The Securities may not be a suitable investment for all investors. Each potential investor in the Securities must determine the suitability of that investment in light of its own circumstances.</p> <p>Interest Rate Risk:</p> <p>[In case of fixed rate Securities insert: The Securities will pay a fixed amount of interest on specified interest payment dates. Investors who purchase Securities with a fixed rate of interest are exposed to the risk that</p>
		<p>market interest rates rise and the fixed amount of interest they receive is less than the amount they would have received had they invested in a Security with a floating rate of interest. The market value of Securities with a fixed rate of interest will decrease if potential investors perceive that they can achieve a greater return on an investment by investing in alternative products.]</p> <p>[In case of floating or other variable rate Securities insert: The Securities will pay a variable amount of interest on specified interest payment dates. Securities which bear floating interest rates can be volatile investments. Investors who purchase Securities with a floating rate of interest will be exposed to the risk of a fluctuating rate of interest and consequently variable interest amounts. Fluctuating interest rate levels make it impossible to determine the profitability of Floating Rate Securities.]</p> <p>[In case of zero coupon Securities insert: The Securities do not bear interest. The Securities are issued at a discount to their principal amount and redeemed at their principal amount. The difference between the redemption amount and the purchase price of such Securities constitutes the return on the Securities. The price of such Securities will fall if the market interest rate is greater than the return at any point in time. The market prices of Zero Coupon Securities may be more volatile than the market price of Securities with a fixed rate of interest and are likely to respond to a greater degree to market interest rate movements than interest bearing Securities with a similar maturity.]</p> <p>[In case of inverse variable rate Securities insert: The market value of inverse variable rate Securities is typically more volatile than the market value of other more conventional floating or other variable rate securities based on the same reference rate. These Securities are more volatile because an increase in the relevant reference rate not only decreases the interest rate payable on the Securities, but may also reflect an increase in prevailing interest rates, which may further adversely affect the market value of these Securities.]</p> <p>[In case of capped variable rate Securities insert: Investors in these Securities which bear or pay interest with a capped variable rate will not benefit from any increase in the relevant reference rate if, when added to the specified margin, such resulting rate is equal to or greater than the maximum specified rate.]</p> <p>[In case of Inflation Index Linked Interest Securities insert: Inflation index linked interest Securities bear or pay interest at a variable rate determined by reference to the value of one or more inflation indices.]</p> <p>[In case of Securities with early termination rights of the Issuer insert: Early termination right of the Issuer: The Securities provide the Issuer with</p>

¹ Insert in case of Securities which are **not** derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended).

² Insert in case of Securities which are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended).

Element	Disclosure requirement	
		<p>an early termination right. The early redemption of a Security may lead to negative deviations from the expected yield and the repaid redemption amount of the Securities may be lower than the purchase price paid by the Holder and thus, the invested capital may be partially or completely lost. Furthermore, there is the possibility that Holders may invest the amounts received upon early redemption only at a rate of return which is lower than that of the Securities redeemed.]</p> <p>[In case of Reference Item Linked Notes insert:</p> <p>Securities are linked to Reference Items: The [amount of interest payable] [and the] [or the] [amount payable] [on redemption] [is] [are] linked to [a] Reference Item[s]. The Securities will derive some or all of their value by reference to Reference Item[s]. The purchase of, or investment in, the</p>
		<p>Securities involves substantial risks. The Securities are not conventional debt securities and carry various unique investment risks which prospective investors should understand clearly before investing in the Securities.</p> <p>No Claim against any Reference Item: A Security will not represent a claim against any Reference Item to which the amount of principal and/or interest payable in respect of the Securities is dependent and, in the event that the amount paid by the Issuer on redemption of the Securities is less than the principal amount of the Securities, a Securityholder will not have recourse under a Security to the Issuer or any Reference Item.</p> <p>Participation in Performance: Where the amount of interest payable and/or amounts payable on redemption of Securities may be determined by reference to a ratio greater than one, prospective investors should note that the effect of changes in the price or level of the Reference Item(s) payable will be magnified. Conversely, where the ratio is less than one, the effect will be reduced and investors will not benefit (as applicable) from the full performance of the Reference Item(s).]</p> <p>[In case of Securities issued at a substantial discount or premium insert:</p> <p>Securities issued at a substantial discount or premium: The market value of Securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing Securities without such discount or premium.]</p> <p>[In case of Subordinated Notes insert: Subordinated Notes: The Issuer's obligations under the Securities are subordinated. In the event of insolvency or liquidation of the Issuer the Subordinated Notes will rank junior in priority of payment to unsubordinated obligations and no amounts will be payable in respect of such obligations until the claims of all unsubordinated creditors of the Issuer have been satisfied in full. Accordingly, there is a higher risk that an investor in Subordinated Notes will lose all or some of its investment should the Issuer become insolvent. In addition, no holder may set off its claims arising under the Securities against any claims of the Issuer. There will be no security in respect of the Securities.</p> <p>If the Securities are repurchased by the Issuer or redeemed before the maturity date otherwise than in compliance with certain regulatory requirements described in the Terms and Conditions, then, subject to limited exemptions, the amounts redeemed or paid must be returned to the Issuer irrespective of any agreement to the contrary.</p> <p>In the context of a regulatory bail-in the Securities will be written down or converted to common equity tier 1 capital instruments (such as ordinary</p>

Element	Disclosure requirement	
		<p>shares) of the Issuer before any non-subordinated liabilities of the Issuer are affected by such measures.}]</p> <p>[In case of Securities with Integral multiples of the Specified Denomination insert: Integral multiples of the Specified Denomination: If Securities are issued in one or more integral multiples of the Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Securities may be traded in amounts that are not integral multiples of the minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than such minimum Specified Denomination in its account with the relevant clearing system at the relevant time may not receive a definitive Security in respect of such holding (should definitive Securities be printed) and would need to purchase a principal amount of Securities such that its holding amounts to the Specified Denomination. If definitive Securities are issued, holders should be aware that definitive Securities which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.}]</p> <p>[In case the Notes provide for Resolutions of Holders insert: Resolutions of Holders: The Terms and Conditions of the Notes provide that the Holders may agree to amendments to the Terms and Conditions by majority vote. A Holder is therefore subject to the risk to be outvoted and to lose rights towards the Issuer against its will. [In addition, the Terms and Conditions provide the possibility to appoint a joint representative for all Holders. If such representative is appointed a Holder may lose, in whole or in part, the possibility to enforce and claim rights against the Issuer irrespective of the other Holders.]]</p> <p>Taxation: Potential purchasers and sellers of Securities should be aware that they may be required to pay stamp taxes or other documentary charges in accordance with the laws and practices of the country where the Securities are transferred and/or any asset(s) are delivered.</p> <p>[In case of Pfandbriefe or other Securities without Tax Gross-Up insert: No Tax Gross-Up: The Issuer is not obliged to gross up any payments in respect of the Securities and will not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, presentation and surrender for payment, or enforcement of any Security and all payments made by the Issuer will be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.}]</p> <p>Currency and Exchange Control Risks: A Holder of Securities denominated in a foreign currency is exposed to the risk of changes in currency exchange rates which may affect the yield of such Securities. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate.</p> <p>Potential U.S. Withholding Tax after 31 December 2016: The Issuer may be required to withhold U.S. pursuant to the foreign account provisions of the U.S. Foreign Account Tax Compliance Act of 2010 (FATCA).</p> <p>Liquidity risk: There can be no assurance that a liquid secondary market for the Securities will develop or, if it does develop, that it will continue. In an illiquid market, an investor might not be able to sell its Securities at any time at</p>

Element	Disclosure requirement	
		<p>fair market prices. The possibility to sell the Securities might additionally be restricted by country specific reasons.]</p> <p>Market Price Risk: The Holders are exposed to the risk of an unfavourable development of market prices of their Securities which materialises if the Holders sell the Securities prior to the final maturity of such Securities.</p> <p>Credit ratings may not reflect all risks: One or more independent credit rating agencies may assign credit ratings to the Securities. Where a Series of Securities is rated, such rating will not necessarily be the same as the rating assigned to the Securities to be issued under the Programme. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Securities.</p> <p>Legal investment considerations may restrict certain investments: The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (a) Securities are legal investments for it, (b) Securities can be used as collateral for various types of borrowing and (c) other restrictions apply to its purchase or pledge of any Securities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Securities under any applicable risk-based capital or similar rules.</p> <p>Regulatory bail-in: In the case that the Issuer becomes, or is deemed to have become unable to continue its regulated banking activities the payment claims under the Securities may be reduced, including to zero, or converted into instruments that constitute common equity tier 1 capital for the Issuer (such as ordinary shares) by intervention of the competent “resolution authorities” (regulatory bail-in).</p> <p>[Insert in case of Securities which are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended):</p> <p>Risk warning: Where no minimum cash amount is specified investors may experience a total loss of their investment in the Securities.]</p>

Section E — Offer

Element	Disclosure requirement	
E.2b	Reasons for the offer and use of proceeds	[The net proceeds from the issue of the Securities will be used for general corporate purposes of the Issuer.] [●]
E.3	Terms and conditions of the offer	The Securities are distributed by way of a [public offer] [private placement] to [non-qualified investors] [qualified investors] [non-qualified investors and

Element	Disclosure requirement	
		<p>qualified investors] on a [syndicated] [non-syndicated] basis.</p> <p>[The Issue Price of the Securities is [●]] [The total amount of the offer is [●]] [The [subscription] [offer] period is from [●] to [●]. [The [subscription] [offer] period may be extended or shortened.]] <i>[insert method of notification]</i> [Other Terms and Conditions of the Offer are [●]].</p>
E.4	Interest that is material to the issue/offer including conflicting interests	[Not applicable. So far as the Issuer is aware, no person involved in the offer of the Notes is subject to any conflict of interest material to the offer / description of conflicts of interest (if any).] [●]
E.7	Estimated expenses charged to the investor by the issuer or the offeror	[●]

RISK FACTORS

The Issuer believes that the factors described below represent the principal risks inherent in investing in Securities issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts or perform its delivery obligations on or in connection with any Securities may occur or arise for other reasons and there may be other factors which are material to the market risks associated with Securities. In the case of Exempt Securities, the Pricing Supplement in respect of a Series of Securities may contain additional issue specific Risk Factors in respect of such Series. Prospective Investors should determine whether an investment in the Securities is appropriate in their particular circumstances.

Risk factors in respect of the Securities have been grouped as set out below:

- (a) Risk Factors in respect of the Issuer; and
- (b) Risk Factors in respect of Securities including (i) Risk Factors relating to certain features of the Securities, (ii) Risk Factors relating to Securities generally and (iii) Risk Factors relating to the market generally and where applicable specifying factors which may occur in relation to certain types of Exempt Securities only.

During the life of each Series of Securities risks specified in each of the above sections may impact such Securities at different points in time and for different lengths of time. Each Series of Securities may have a risk profile that changes over time. Prospective investors should seek advice from a professional financial adviser in order to further discuss and understand how the risk profile of a particular Series of Securities will affect their overall investment portfolio.

More than one risk factor may have simultaneous effect with regard to the Securities such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Securities.

If one or more of the risks described below occurs, this may result in material decreases in the price of the Securities or, in the worst-case scenario, in total loss of interest and capital invested by the investor.

Where Securities are linked to one or more Reference Items an investment in such Securities should only be made after assessing the direction, timing and magnitude of potential future changes in the value of such Reference Item(s), and/or the in the composition or method of calculation of such Reference Item(s), as the return of any such investment will be dependent, *inter alia*, upon such changes.

Terms used in this section and not otherwise defined shall have the meanings given to them in “*Terms and Conditions of the Securities*” on pages 106 et seq. of this Prospectus.

RISK FACTORS IN RESPECT OF THE ISSUER

An investment in debt securities issued by Deutsche Bank bears the risk that Deutsche Bank is not able to fulfil its obligations created by the issuance of the Securities on the relevant due date. Thus investors may lose all or part of their investment.

In order to assess the risk, prospective investors should consider all information provided in this Prospectus and consult with their own professional advisers if they consider it necessary.

The risk related to an issuer's ability to fulfil its obligations created by the issuance of debt securities is described by reference to the credit ratings assigned by independent rating agencies. A credit rating is an assessment of the solvency or credit-worthiness of creditors and/or bond-issuers according to established credit review procedures. These ratings and associated research help investors analyse the credit risks associated with fixed-income securities by providing detailed information on the ability of issuers to meet their obligations. The lower the assigned rating is on the respective scale, the higher the respective rating agency assesses the risk that obligations will not, not fully and/or not timely be met. A rating is not a

recommendation to buy, sell or hold any notes issued and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. A suspension, reduction or withdrawal of any rating assigned may adversely affect the market price of the notes issued.

Deutsche Bank is rated by Moody's Investors Service Inc. ("**Moody's**"), Standard & Poor's Credit Market Services Europe Limited ("**S&P**") and Fitch Deutschland GmbH ("**Fitch**", together with S&P and Moody's, the "**Rating Agencies**").

S&P and Fitch are established in the European Union and have been registered or certified in accordance with Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009, as amended, on credit rating agencies ("CRA Regulation"). With respect to Moody's, the credit ratings are endorsed by Moody's office in the UK (Moody's Investors Services Ltd.) in accordance with Article 4(3) of the CRA Regulation.

As of the Publication Date of this Prospectus, the ratings assigned by the Rating Agencies to debt securities and money market papers of Deutsche Bank were as follows:

by Moody's:	long-term rating:	A2
	short-term rating:	P-1
	outlook:	on review for downgrade

Moody's defines:

A2: Obligations rated "A" are judged to be upper-medium grade and are subject to low credit risk.

Moody's long-term obligation ratings are divided into several categories ranging from "Aaa", reflecting the highest quality with minimal credit risk, over categories "Aa", "A", "Baa", "Ba", "B", "Caa", "Ca" to category "C", reflecting the lowest rated class of bonds which are typically in default with little prospect for recovery of principal or interest. 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.

P-1: Issuers rated Prime-1 have a superior ability to repay short-term debt obligations.

Moody's short-term ratings are divided into several categories ranging from "P-1", reflecting a superior ability of an Issuer to repay short-term debt obligations, over categories "P-2" and "P-3" to category "NP", reflecting that an Issuer does not fall within any of the Prime rating categories.

by S&P:	long-term rating	A
	short-term rating:	A-1
	outlook:	negative

S&P defines:

A: An obligation rated 'A' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher rated categories. However, the obligor's capacity to meet its financial commitment on the obligation is still strong.

Long-term ratings by S&P are divided into several categories ranging from "AAA", reflecting the strongest creditworthiness, over categories "AA", "A", "BBB", "BB", "B", "CCC", "CC", "C" to category "D", reflecting that an obligation is in payment default. The ratings from "AA" to "CCC" may be modified by the addition of a plus ("+") or minus ("-") sign to show relative standing within the major rating categories.

A-1: A short-term obligation rated "A-1" is rated in the highest category by S&P. The obligor's capacity to meet its financial commitment on the obligation is strong. Within this category, certain obligations are designated with a plus sign ("+"). This indicates that the obligor's capacity to meet its financial commitment on these obligations is extremely strong.

Short-term ratings by S&P are divided into several categories ranging from "A-1", reflecting the strongest creditworthiness, over categories "A-2", "A-3", "B", "C" to category "D" reflecting that an obligation is in payment default.

by Fitch:	long-term rating:	A+
	short-term rating:	F1+
	outlook:	negative

Fitch defines:

A+: A rating of "A" denotes expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings.

Fitch's long-term ratings are divided into several major categories ranging from "AAA", reflecting the highest credit quality, over categories "AA", "A", "BBB", "BB", "B", "CCC", "CC", "C" to categories "DDD", "DD", "D", reflecting that an obligor has defaulted on some or all of its obligations. A plus ("+") or minus ("-") sign may be appended to a rating to denote the relative status within major rating categories. Such suffixes are not added to the "AAA" category or to categories below "CCC".

F1+: A rating of "F1" indicates the strongest capacity for timely payment of financial commitments. It may have an added plus ("+") sign to denote any exceptionally strong credit feature.

Fitch's short-term ratings are divided into several categories ranging from "F1", reflecting the highest credit quality, over categories "F2", "F3", "B", "C" to category "D" which denotes an actual or imminent payment default.

Rating of Subordinated Obligations

If Deutsche Bank enters into subordinated obligations, these obligations may be rated lower because, in the case of an insolvency or liquidation of the Bank, the claims and interest claims resulting from these obligations are subordinate to those claims of creditors of the Bank that are not also subordinated. Deutsche Bank will disclose the ratings of subordinated obligations (if any).

Factors that may adversely affect Deutsche Bank's financial strength

Deutsche Bank's financial strength, which is also reflected in its ratings described above, depends in particular on its profitability. The following describes factors which may adversely affect Deutsche Bank's profitability:

- As a global investment bank with a large private client franchise, Deutsche Bank's businesses are materially affected by global macroeconomic and financial market conditions. Over the last several

years, banks, including Deutsche Bank, have experienced nearly continuous stress on their business models and prospects.

- A muted global economic recovery and persistently challenging market and geopolitical conditions continue to negatively affect Deutsche Bank's results of operations and financial condition in some of its businesses, while a continuing low interest environment and competition in the financial services industry have compressed margins in many of Deutsche Bank's businesses. If these conditions persist or worsen, Deutsche Bank could determine that it needs to make changes to its business model.
- Deutsche Bank has been and may continue to be directly affected by the European sovereign debt crisis, and it may be required to take impairments on its exposures to the sovereign debt of European or other countries. The credit default swaps into which Deutsche Bank has entered to manage sovereign credit risk may not be available to offset these losses.
- Regulatory and political actions by European governments in response to the sovereign debt crisis may not be sufficient to prevent the crisis from spreading or to prevent departure of one or more member countries from the common currency over the long term. The default or departure of any one or more countries from the euro could have unpredictable consequences for the financial system and the greater economy, potentially leading to declines in business levels, write-downs of assets and losses across Deutsche Bank's businesses. Deutsche Bank's ability to protect itself against these risks is limited.
- Deutsche Bank has a continuous demand for liquidity to fund its business activities. It may suffer during periods of market-wide or firm-specific liquidity constraints, and liquidity may not be available to it even if its underlying business remains strong.
- Regulatory reforms enacted and proposed in response to weaknesses in the financial sector, together with increased regulatory scrutiny more generally, have created significant uncertainty for Deutsche Bank and may adversely affect its business and ability to execute its strategic plans.
- Regulatory and legislative changes will require Deutsche Bank to maintain increased capital and may significantly affect its business model and the competitive environment. Any perceptions in the market that Deutsche Bank may be unable to meet its capital requirements with an adequate buffer, or that it should maintain capital in excess of the requirements, could intensify the effect of these factors on Deutsche Bank's business and results.
- The increasingly stringent regulatory environment to which Deutsche Bank is subject, coupled with substantial outflows in connection with litigation and enforcement matters, may make it difficult for Deutsche Bank to maintain its capital ratios at levels above those required by regulators or expected in the market.
- New rules in the United States, recent legislation in Germany and proposals in the European Union regarding the prohibition of proprietary trading or its separation from the deposit-taking business may materially affect Deutsche Bank's business model.
- Proposed European legislation and German legislation regarding the recovery and resolution of banks and investment firms may result in regulatory consequences that could limit Deutsche Bank's business operations and lead to higher refinancing costs.
- Other regulatory reforms adopted or proposed in the wake of the financial crisis – for example, extensive new regulations governing Deutsche Bank's derivatives activities, bank levies or a possible financial transaction tax – may materially increase Deutsche Bank's operating costs and negatively impact its business model.
- Adverse market conditions, historically low prices, volatility and cautious investor sentiment have affected and may in the future materially and adversely affect Deutsche Bank's revenues and profits, particularly in its investment banking, brokerage and other commission- and fee-based businesses.

As a result, Deutsche Bank has in the past incurred and may in the future incur significant losses from its trading and investment activities.

- Since Deutsche Bank published its Strategy 2015+ targets in 2012, macroeconomic and market conditions as well as the regulatory environment have been much more challenging than originally anticipated, and as a result, Deutsche Bank has updated its aspirations to reflect these challenging conditions. If Deutsche Bank is unable to implement its updated strategy successfully, it may be unable to achieve its financial objectives, or incur losses or low profitability or erosions of its capital base, and its share price may be materially and adversely affected.
- Deutsche Bank operates in a highly and increasingly regulated and litigious environment, potentially exposing it to liability and other costs, the amounts of which may be substantial and difficult to estimate, as well as to legal and regulatory sanctions and reputational harm.
- Deutsche Bank is currently the subject of regulatory and criminal industry-wide investigations relating to interbank offered rates, as well as civil actions. Due to a number of uncertainties, including those related to the high profile of the matters and other banks' settlement negotiations, the eventual outcome of these matters is unpredictable, and may materially and adversely affect Deutsche Bank's results of operations, financial condition and reputation.
- A number of regulatory authorities are currently investigating Deutsche Bank in connection with misconduct relating to manipulation of foreign exchange rates. The extent of Deutsche Bank's financial exposure to these matters could be material, and Deutsche Bank's reputation may suffer material harm as a result.
- A number of regulatory authorities are currently investigating or seeking information from Deutsche Bank in connection with transactions with Monte dei Paschi di Siena. The extent of Deutsche Bank's financial exposure to these matters could be material, and Deutsche Bank's reputation may be harmed.
- Regulatory agencies in the United States are investigating whether Deutsche Bank's historical processing of certain U.S. Dollar payment orders for parties from countries subject to U.S. embargo laws complied with U.S. federal and state laws. The eventual outcomes of these matters are unpredictable, and may materially and adversely affect Deutsche Bank's results of operations, financial condition and reputation.
- Deutsche Bank has been subject to contractual claims and litigation in respect of its U.S. residential mortgage loan business that may materially and adversely affect its results or reputation.
- Deutsche Bank's non-traditional credit businesses materially add to its traditional banking credit risks.
- Deutsche Bank has incurred losses, and may incur further losses, as a result of changes in the fair value of its financial instruments.
- Deutsche Bank's risk management policies, procedures and methods leave it exposed to unidentified or unanticipated risks, which could lead to material losses.
- Operational risks may disrupt Deutsche Bank's businesses.
- Deutsche Bank's operational systems are subject to an increasing risk of cyber attacks and other internet crime, which could result in material losses of client or customer information, damage Deutsche Bank's reputation and lead to regulatory penalties and financial losses.
- The size of Deutsche Bank's clearing operations exposes it to a heightened risk of material losses should these operations fail to function properly.

- Deutsche Bank may have difficulty in identifying and executing acquisitions, and both making acquisitions and avoiding them could materially harm Deutsche Bank's results of operations and its share price.
- The effects of the takeover of Deutsche Postbank AG may differ materially from Deutsche Bank's expectations.
- Deutsche Bank may have difficulties selling non-core assets at favorable prices or at all and may experience material losses from these assets and other investments irrespective of market developments.
- Intense competition, in Deutsche Bank's home market of Germany as well as in international markets, could materially adversely impact Deutsche Bank's revenues and profitability.
- Transactions with counterparties in countries designated by the U.S. State Department as state sponsors of terrorism or persons targeted by U.S. economic sanctions may lead potential customers and investors to avoid doing business with Deutsche Bank or investing in its securities, harm its reputation or result in regulatory action which could materially and adversely affect its business.

RISK FACTORS IN RESPECT OF THE SECURITIES

The Issuer believes that the following factors may affect its ability to fulfil its obligations under Securities issued under the Programme and/or are material for the purpose of assessing the market risks associated with Securities issued under the Programme. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

GENERAL

Securities may not be a suitable investment for all investors

The Securities may not be a suitable investment for all investors. Each potential investor in the Securities must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Securities, the merits and risks of investing in the Securities and the information contained or incorporated by reference in this Prospectus or any applicable supplement and all the information contained in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities);
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Securities and the impact the Securities will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Securities;
- (d) understand thoroughly the terms of the Securities and be familiar with the behaviour of any relevant indices and financial markets; and
- (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The Programme contemplates the issue of a wide variety of Securities with different interest and redemption provisions. The risk factors below represent the principal risks associated with the interest and redemption provisions detailed in “*Description of the Securities – Description of the Interest Rate and Redemption Provisions*”.

Interest

The Securities to be issued under the Programme may pay either (a) a fixed amount of interest, (b) a variable amount of interest or (c) no interest at all.

Fixed Rate Interest

Securities bearing or paying a fixed rate of interest either will pay or, depending on the fulfilment of certain conditions, may pay a fixed amount of interest on specified interest payment dates. Investors who purchase Securities with a fixed rate of interest are exposed to the risk that market interest rates rise and the fixed amount of interest they receive is less than the amount they would have received had they invested in a Security with a floating rate of interest. The market value of Securities with a fixed rate of interest will decrease if potential investors perceive that they can achieve a greater return on an investment by investing in alternative products. If an investor holds a Security bearing a fixed rate of interest through to maturity, changes in the market interest rate may become less relevant to the value as the maturity date approaches.

Floating and Other Variable Rate Interest

Securities bearing or paying a floating or other variable rate of interest either will pay or, depending on the fulfilment of certain conditions, may pay a variable amount of interest on specified interest payment dates. Securities which bear or pay floating or other variable interest rates can be volatile investments. Investors who purchase Securities with a floating or other variable rate of interest will be exposed to the risk of a fluctuating rate of interest and consequently variable interest amounts. If floating or other variable rate securities are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features, the market value of those securities may be more volatile than that for securities that do not include these features.

Floating Rate Securities or other variable rate Securities may be subject to a maximum amount of interest, which may limit the total amount of interest that an investor may receive.

Zero Coupon Securities

In the absence of periodical interest payments, Zero Coupon Securities are issued at a discount to their principal amount and redeem at their principal amount. The difference between the redemption amount and the purchase price of such Securities constitutes the return on the Securities. The price of such Securities will fall if the market interest rate is greater than the return at any point in time. The market prices of Zero Coupon Securities may be more volatile than the market price of Securities with a fixed rate of interest and are likely to respond to a greater degree to market interest rate movements than interest bearing Securities with a similar maturity.

Variable Interest Securities

Variable Interest Securities bear or pay interest at a rate that may at the election of the Issuer convert from one interest basis to another, for example from a fixed rate to a floating or other variable rate, or from a floating or other variable rate to a fixed rate. The Issuer's right to convert the interest rate will affect the secondary market in and the market value of, the Securities because the Issuer may be expected to elect to convert the rate when it is likely to produce a lower overall cost of borrowing. For example if the Issuer elects to convert the interest rate from a fixed rate to a floating or other variable rate, the spread on the Securities may be less favourable than the then prevailing spreads on comparable floating or other variable rate securities relating to the same reference rate. In addition, the new floating or other variable rate at any time may be lower than the interest rates payable on other securities. If the Issuer elects to convert the interest rate from a floating or other variable rate to a fixed rate, the fixed rate may be lower than the then prevailing interest rates payable on its securities. Variable Interest Securities (which bear or pay interest on a variable basis (whether fixed to floating/variable, floating/variable to fixed or one floating/variable to another)) are distinguishable from variable rate interest securities which pay interest at a variable rate but not (unless otherwise stated) on a variable basis.

Redemption

The Securities to be issued under the Programme may either be redeemed at maturity or prior to maturity. The redemption amount or early redemption amount, as the case may be, received by an investor may be either (i) par, (ii) below par or (iii) above par. The redemption amount may be in the form of either cash or physical settlement.

Reference Items

This section relates to Securities issued in the form of Notes only.

As described in the section entitled "*Description of the Securities – Description of Interest Rate and Redemption Provisions*", Securities may be issued where the amount of interest payable or the amount payable, or, if physical settlement or Physical Delivery is specified as an applicable settlement method for the Securities in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities), assets deliverable, on redemption are linked to one or more Reference Items. These Securities will derive some or all of their value by reference to one or more underlying assets or other bases of reference.

The purchase of, or investment in, Securities linked to Reference Item(s) involves substantial risks. These Securities are not conventional debt securities and carry various unique investment risks which prospective investors should understand clearly before investing in the Securities. Each prospective investor in these Securities should be familiar with securities having characteristics similar to such Securities and should fully review all documentation for and understand the Terms and Conditions of the Securities and the nature and extent of its exposure to risk of loss.

By investing in such Securities each investor represents that:

- (a) *Non-Reliance. It is acting for its own account, and it has made its own independent decisions to invest in the Securities and as to whether the investment in the Securities is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the Issuer or any Dealer as investment advice or as a recommendation to invest in the Securities, it being understood that information and explanations related to the terms and conditions of the Securities shall not be considered to be investment advice or a recommendation to invest in the Securities. No communication (written or oral) received from the Issuer or any Dealer shall be deemed to be an assurance or guarantee as to the expected results of the investment in the Securities.*
- (b) *Assessment and Understanding. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms and conditions and the risks of the investment in the Securities. It is also capable of assuming, and assumes, the risks of the investment in the Securities.*
- (c) *Status of Parties. Neither the Issuer nor any Dealer is acting as a fiduciary for or adviser to it in respect of the investment in the Securities.*

The Issuer may issue Securities where the amount of interest or principal payable or the amount of assets deliverable is dependent upon:

- (a) the price or changes in the price of, one or more equity securities;
- (b) the level or changes in the level of one or more indices;
- (c) movements in currency exchange rates and/or the circumstance that capital or interest payments are payable in one or more currencies different from the currency in which the Securities are denominated;
- (d) whether certain events have occurred in respect of one or more specified entities (each a “**Reference Entity**”) and, for certain types of Securities, whether amounts would be received by a holder of specified assets of such Reference Entity; or

In relation to Exempt Securities the Issuer may issue, in addition to (a) to (iv) above, Securities where the amount of interest or principal payable or the amount of assets deliverable is dependent upon:

- (a) in the case of Exempt Securities, the price or changes in the price of one or more commodities;
- (b) in the case of Exempt Securities, the price or changes in the price of units or shares in one or more funds;
- (c) in the case of Exempt Securities, other underlying assets or bases of reference.

The Issuer may also issue Securities where the amount of interest or principal payable or the amount of assets deliverable is dependent upon more than one Reference Item.

Prospective investors in any such Securities should be aware that depending on the terms of such Securities (i) they may receive no or a limited amount of interest or principal and/or deliverable assets, (ii) payment of interest or principal and/or assets delivered may occur at different times than expected or in a

different currency than expected and (iii) they may lose all or a substantial portion of their investment upon redemption.

In addition, the movements in:

- (a) the price of the equity securities in respect of Equity Linked Notes;
- (b) the level of the index or indices in respect of Index Linked Notes;
- (c) the level of the inflation index or inflation indices in respect of Inflation Index Linked Notes;
- (d) currency exchange rates in respect of Currency Linked Notes (Exempt Securities only) or other Securities whose terms include a currency exchange rate and/or payments of capital or interest payments being due in one or more currencies different from the currency in which the Securities are denominated;
- (e) the price of the commodity or commodities in respect of Commodity Linked Notes (Exempt Securities only);
- (f) the price of the units or shares in one or more funds in respect of Fund Linked Notes (Exempt Securities only);
- (g) the creditworthiness of each Reference Entity in respect of Credit Linked Notes; or
- (h) the movement in the level of any underlying asset or basis of reference (Exempt Securities only),

may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other economic factors or indices and the timing of changes in the relevant price or level of the Reference Item may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price or level of the Reference Item, the greater the effect on yield.

If the amount of interest or principal payable and/or assets deliverable is determined by reference to a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price or level of the Reference Item will be magnified.

The market price of such Securities may be volatile and may be affected by:

- (a) the time remaining to the redemption date;
- (b) the volatility of the Reference Item or other underlying asset or basis of reference;
- (c) the dividend rate (if any) and the financial results and prospects of the issuer(s) of the equity securities in respect of Equity Linked Notes or the issuers of the equity securities comprised in an Index in respect of Index Linked Notes;
- (d) movements in exchange rates and the volatility of currency exchange rates in respect of Currency Linked Notes or other Securities whose terms include a currency exchange rate and/or payments of capital or interest payments being due in one or more currencies different from the currency in which the Securities are denominated; or
- (e) the volatility of the price of units or shares in the fund or funds in respect of Fund Linked Notes,

as well as economic, financial and political events in one or more jurisdictions, including factors affecting the exchange(s) or quotation system(s) on which any such commodities, fund units or shares or equities may be traded.

Equity Linked Notes

Equity linked redemption Notes may be redeemed by the Issuer by payment of the par value amount and/or, in the case of Exempt Securities, by the physical delivery of a given number of specified assets and/or by payment of an amount determined by reference to the value of one or more equity securities. Accordingly, an investment in equity linked redemption Notes may bear similar market risks to a direct equity investment and prospective investors should take advice accordingly. Equity linked interest Securities will bear or pay interest by reference to the value of one or more equity securities.

Equity Linked Notes may not benefit from the same ratings assigned to other Securities to be issued under the Programme. Investors should note that no specific rating for the Securities may have been applied for or sought.

Corporate Actions and Events

Equity Linked Notes may be subject to early redemption in the event of certain corporate actions or events occurring in respect of the issuer(s) of the equity security(ies). On such early redemption Securityholders will receive an early redemption amount equal to the fair market value of the Securities less Early Redemption Unwind Costs (see page 57 below). Unless the rules of the market or trading facility upon which the Securities are listed and admitted to trading require otherwise, the early redemption amount may be less than an investors' original investment and may in certain circumstances be zero.

Disruption Provisions for Equity Linked Notes

Where Disrupted Day is specified as applying in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities), the Calculation Agent may determine that an event giving rise to a Disrupted Day has occurred at any relevant time. Any such determination may have an effect on the timing of valuation and consequently the value of the Securities and/or may delay payment, or in the case of equity linked redemption Notes, settlement in respect of the Securities.

Where equity linked redemption Exempt Securities provide for physical delivery, the Calculation Agent may determine that a Settlement Disruption Event is subsisting. A Settlement Disruption Event is an event beyond the control of the Issuer as a result of which, in the opinion of the Calculation Agent, delivery of the specified assets to be delivered by or on behalf of the Issuer is not practicable. Any such determination may affect the value of the Securities and/or may delay settlement in respect of the Securities.

Index Linked Notes

Index linked redemption Notes may be redeemed by the Issuer by payment of the par value amount and/or by payment of an amount determined by reference to the value of one or more indices. Accordingly, an investment in index linked redemption Notes may bear similar market risks to a direct investment in the components of the Index comprising such index or indices and prospective investors should take advice accordingly. Index linked interest Securities will bear or pay interest calculated by reference to the value of one or more indices.

Index Linked Notes may not benefit from the same ratings assigned to other Securities to be issued under the Programme. Investors should note that no specific rating for the Securities may have been applied for or sought.

Index Adjustment Events

Index Linked Notes may be subject to early redemption following an Index Adjustment Event. An Index Adjustment Event can be either:

- (a) a failure to calculate and announce the relevant index by the index sponsor;
- (b) a material modification in the way that the relevant index is calculated from that originally intended;
or

- (c) a permanent cancellation of the relevant index with no successor index.

On such early redemption, Securityholders will receive an early redemption amount equal to the fair market value of the Securities less Early Redemption Unwind Costs (see page 57 below). Unless the rules of the market or trading facility upon which the Securities are listed and admitted to trading require otherwise the early redemption amount may be less than an investors' original investment amount and may in certain circumstances be zero.

Disruption Provisions for Index Linked Redemption Notes

Where Disrupted Day is specified as applying in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities), the Calculation Agent may determine that an event giving rise to a Disrupted Day has occurred at any relevant time. Any such determination may have an effect on the timing of valuation and consequently the value of the Securities and may delay settlement in respect of the Securities.

Inflation Linked Notes

Inflation index linked redemption Notes may be redeemed by the Issuer by payment of the par value amount and/or by payment of an amount determined by reference to the value of one or, in the case of Exempt Securities, more indices.

Index Linked Notes may not benefit from the same ratings assigned to other Securities to be issued under the Programme. Investors should note that no specific rating for the Securities may have been applied for or sought.

Currency Linked Notes (Exempt Securities only)

Currency linked redemption Notes may be redeemed by the Issuer by payment of the par value amount and/or by payment of an amount determined by reference to the rate of exchange between one or more currencies. Accordingly, an investment in currency linked redemption Notes may bear similar market risks to a direct currency investment and investors should take advice accordingly. Currency linked interest Securities will bear or pay interest calculated by reference to the rate of exchange between one or more currencies.

Currency Linked Notes may not benefit from the same ratings assigned to other Securities to be issued under the Programme. Investors should note that no specific rating for the Securities may have been applied for or sought.

Commodity Linked Notes (Exempt Securities only)

Commodity linked redemption Notes may be redeemed by the Issuer by payment of the par value amount or by payment of an amount determined by reference to the value of one or more commodities. Accordingly, an investment in commodity linked redemption Notes whose redemption is commodity linked may bear similar market risks to a direct commodity investment and investors should take advice accordingly. Commodity linked interest Securities will bear or pay interest calculated by reference to the value of one or more commodities.

Commodity Linked Notes may not benefit from the same ratings assigned to other Securities to be issued under the Programme. Investors should note that no specific rating for the Securities may have been applied for or sought.

Fund Linked Notes (Exempt Securities only)

Fund linked redemption Notes may be redeemed by the Issuer by payment of the par value amount or by payment of an amount determined by reference to the value of one or more shares or units in a fund. Accordingly, an investment in fund linked redemption Notes may bear similar market risks to a direct fund

investment and investors should take advice accordingly. Fund linked interest Securities will bear or pay interest calculated by reference to the value of one or more shares or units in a fund.

Fund Linked Notes may not benefit from the same ratings assigned to other Securities to be issued under the Programme. Investors should note that no specific rating for the Securities may have been applied for or sought.

Market Disruption and termination/adjustment provisions for Fund Linked Notes

The market disruption and termination/adjustment provisions will vary on a case-by-case basis depending on the nature of the relevant fund. Prospective investors should review the relevant fund documentation and the applicable Pricing Supplement in respect of an issue of Fund Linked Notes.

Credit Linked Notes

General

Credit Linked Notes may only be governed by English law and may be redeemed by the Issuer by payment of the par value amount and/or by the physical delivery of a given number of specified assets and/or by payment of an amount depending on whether certain events (“**Credit Events**”) have occurred in respect of one or more Reference Entities and, if so, on the value of certain specified assets of the Reference Entity(ies) or where, if such events have occurred, on redemption the Issuer’s obligation is to deliver certain specified assets. Since the relevant assets will be issued or guaranteed by the Reference Entity affected by the Credit Event, the value of such assets at the relevant time may be considerably less than would be the case if the Credit Event had not occurred.

Investors should note that each of the Credit Event Redemption Amount, any Asset Amount and any Cash Settlement Amount (if Unwind Costs is specified as applicable in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities)) and any Early Redemption Amount will have deducted from it an amount equal to either (a) the amount specified in the relevant Issue Terms to be the unwind costs or (b) an amount determined by the Calculation Agent equal to the sum of (without duplication) all costs, fees, charges, expenses (including loss of funding), tax and duties incurred by the Issuer and/or any of its Affiliates in connection with the redemption of the Credit Linked Notes and the related termination, settlement or re-establishment of any hedge or related trading position, such amount to be apportioned pro rata amongst the Credit Linked Notes. Investors may therefore receive back less than their initial investment or, in the case of redemption following the occurrence of a Credit Event, losses may be greater than if the investor were to hold obligations of the Reference Entity directly.

Credit Events

Events that will constitute a “Credit Event” for these purposes are as specified in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities) and, depending on which is specified as applicable in the applicable Final Terms (or Pricing Supplement in the case of Exempt Securities), as further described in the Credit Linked Notes Annex A or the Credit Linked Notes Annex B (each a “**Credit Linked Notes Annex**” and together the “**Credit Linked Notes Annexes**”). The Credit Events that apply to the Securities will be specified in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities) and may include, without limitation, the occurrence of one or more of the following:

- (a) Bankruptcy - the Reference Entity goes bankrupt;
- (b) Failure to Pay - subject to a minimum threshold amount, the Reference Entity fails to pay any amounts due on any of its borrowings (including its bonds or loans) or, where applicable, guarantees;
- (c) Obligation Acceleration - the Reference Entity defaults on a minimum amount of its borrowings (including its bonds or loans) or, where applicable, guarantees and as a result such obligations are accelerated;

- (d) Obligation Default - the Reference Entity defaults on a minimum amount of its borrowings (including its bonds or loans) or, where applicable, guarantees and as a result such obligations are capable of being accelerated;
- (e) Restructuring - following a deterioration of the Reference Entity's creditworthiness, any of its borrowings or, where applicable, guarantees, subject to a minimum threshold amount of such borrowings or, where applicable, guarantees, are restructured in such a way as to adversely affect a creditor (such as a reduction or postponement of the interest or principal payable on a bond or loan); and
- (f) Repudiation/Moratorium - (i) the Reference Entity repudiates or rejects, in whole or in part, its obligations in relation to its borrowings or, where applicable, its guarantees, or it declares or imposes a moratorium with respect to its borrowings or, where applicable, guarantees and (ii) thereafter within a certain period it fails to pay any amounts due on any of its borrowings (including its bonds or loans) or, where applicable, its guarantees, or it restructures any of its borrowings or, where applicable, guarantees in such a way as to adversely affect a creditor; and
- (g) if Credit Linked Notes Annex B applies to the Credit Linked Notes, Governmental Intervention – any of the Reference Entity's borrowings or, where applicable, guarantees are restructured in such a way as to adversely affect a creditor (such as a reduction or postponement of the interest or principal payable on a bond or loan), are expropriated or amended in such a way that the beneficial holder is changed or are mandatorily cancelled, converted or exchanged or any similar event occurs with respect thereto, in each case as a result of Governmental Authority action or announcement pursuant to or by means of a restructuring and resolution law or regulation (or similar).

Prospective investors should note that not all of the possible Credit Events require an actual default with respect to the obligations of a relevant Reference Entity. Securityholders could bear losses based on deterioration in the credit of any relevant Reference Entity(ies) short of a default, subject to the provisions set out in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities).

Early Redemption upon Merger Event

If applicable, in the event that in the determination of the Calculation Agent a Merger Event has occurred the Issuer may redeem the Credit Linked Notes early at the Early Redemption Amount.

Early Redemption on redemption in whole of Reference Obligation for Reference Obligation Only Securities relating to a single Reference Entity

If Credit Linked Notes Annex B applies and the Credit Linked Notes are Reference Obligation Only Securities relating to a single Reference Entity and the Reference Obligation is redeemed in whole, the Issuer will redeem the Credit Linked Notes early at the Early Redemption Amount.

ISDA Credit Derivatives Definitions

This Base Prospectus contains Terms and Conditions for Credit Linked Notes some of which terms are based on the 2003 ISDA Credit Derivatives Definitions (as supplemented) (the “**2003 ISDA Definitions**”) (see Credit Linked Notes Annex A) and further Terms and Conditions for Credit Linked Notes some of which terms are based on the 2014 Credit Derivatives Definitions (the “**2014 ISDA Definitions**”) (see Credit Linked Notes Annex B). While there are similarities between the terms used in such Annexes and the terms used in the 2003 ISDA Definitions or 2014 ISDA Definitions, as applicable, there are a number of differences (including, without limitation, whether or not Credit Derivatives Determinations Committee determinations are applicable (see further below), the operation of the credit protection period and, if auction settlement applies, the auction(s) which may be applicable on a M(M)R Restructuring Credit Event). In particular, the Issuer has determined that certain provisions of the Credit Derivatives Definitions, which are intended for use by market participants in "over the counter" transactions, require amendment when incorporated in the terms of an offering of securities such as the Credit Linked Notes. Therefore, a prospective investor should understand that the complete terms and conditions of the Credit Linked Notes

are as set out in this Base Prospectus and the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities) and that neither the 2003 ISDA Definitions nor the 2014 ISDA Definitions are incorporated by reference herein. Consequently, investing in Credit Linked Notes is not necessarily equivalent to investing a credit default swap that incorporates either set of ISDA Definitions.

While ISDA has published and, where applicable, supplemented the 2003 ISDA Definitions and 2014 ISDA Definitions in order to facilitate transactions and promote uniformity in the credit derivatives market, the credit derivatives market has evolved over time and is expected to continue to change. Consequently, the 2003 ISDA Definitions and 2014 ISDA Definitions and the terms applied to credit derivatives, including Credit Linked Notes are subject to further evolution. Past events have shown that the view of market participants may differ as to how the Credit Derivatives Definitions operate or should operate. As a result of the continued evolution of the market, the Credit Linked Notes may not conform to future market standards. Such a result may have a negative impact on the Credit Linked Notes. Furthermore, there can be no assurances that changes to the terms applicable to credit derivatives generally will be predictable or favourable to the Issuer or the Securityholders.

Differences between the 2003 ISDA Definitions and the 2014 ISDA Definitions

There are a number of important differences between the 2003 ISDA Definitions and the 2014 ISDA Definitions. In particular the 2014 ISDA Definitions have:

- (a) introduced a new Credit Event of "Governmental Intervention", which is intended to capture "bail-in" procedures to which financial institutions may be subject;
- (b) made certain amendments to the Restructuring Credit Event to provide for the possibility of a Euro exit;
- (c) reduced the number of buckets applicable in circumstances where Mod Mod R is applicable and deleted the concept of the "Enabling Obligation" which was previously applicable to both Mod R and Mod Mod R;
- (d) introduced the concept of Asset Package Delivery in respect of certain Financial Reference Entities and Sovereigns. This provides that if Deliverable Obligations are exchanged into non-Deliverable assets or written-down in part or in full, in certain circumstances, the credit protection buyer will be able to deliver the resultant package of Assets or the written-down Deliverable Obligation to realise its protection;
- (e) split credit protection between senior and subordinated coverage in respect of a Governmental Intervention and Restructuring Credit Event for Financial Reference Entities, i.e. a Senior Transaction will only be triggered by a Restructuring or Governmental Intervention of Senior Obligations and a Subordinated Transaction will not be capable of being triggered by a Restructuring or Governmental Intervention of an obligation which is Subordinated to the Subordinated Reference Obligation;
- (f) made a number of changes to the provisions for determining a Successor to a Reference Entity, particularly with respect to Financial and Sovereign Reference Entities;
- (g) provided for a new election of "Standard Reference Obligation" which, if chosen, will mean that the Reference Obligation will be the obligation of the relevant seniority level published in respect of the relevant Reference Entity on a List maintained by ISDA. A transaction on the terms of the 2014 ISDA Definitions may elect not to apply that election such that the Reference Obligation would remain as chosen by the parties, although, if this is the case, the procedure for selecting a Substitute Reference Obligation has also changed significantly in the 2014 ISDA Definitions;
- (h) replaced the Not Contingent Deliverable Obligation Characteristic with the concept of Outstanding Principal Balance. In order for an obligation (including the Reference Obligation) to constitute a Deliverable Obligation, it must have an Outstanding Principal Balance greater than zero;

- (i) amended the definition of "Qualifying Guarantee" to expand the universe of guarantees that can constitute Qualifying Guarantees (with a particular emphasis on including, to some extent, guarantees with caps or transfer provisions); and
- (j) introduced a large number of technical and other changes.

These changes in the 2014 ISDA Definitions as compared to the 2003 ISDA Definitions have been reflected in Credit Linked Notes Annex B, but in each case subject to important differences, including to reflect the nature of the Credit Linked Notes as compared to "over-the-counter" transactions and to reflect hedging arrangement of the Issuer. Some changes, such as the inclusion of a new Credit Event, may have significant economic effect on the Credit Linked Notes and may mean the value of the Credit Linked Notes and the return (if any) to investors is significantly different from Credit Linked Notes using Credit Linked Notes Annex A. Some changes may be disadvantageous to Securityholders and prospective investors should review carefully the terms of any issue of Credit Linked Notes and, where in any doubt, take advice from suitably qualified professional advisers.

Credit Derivatives Determinations Committees and ISDA Auctions

As further provided in the Credit Linked Notes Annexes, the determination as to whether or not a Credit Event has occurred may, if DC Determinations is specified as applicable in the applicable Final Terms (or Pricing Supplement in the case of Exempt Securities) be made on the basis of a determination of a committee established by ISDA pursuant to the 2009 ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement to the 2003 ISDA Definitions (published on 12 March 2009) (the "**2009 Supplement**") for the purposes of making certain determinations in connection with credit derivative transactions (a "**Credit Derivatives Determinations Committee**").

In such circumstances the relevant determination pursuant to the terms and conditions of the Credit Linked Notes is subject to the announcements, publications, determinations and resolutions made by ISDA and/or the Credit Derivatives Determinations Committees, unless the Calculation Agent determines that it is inappropriate to follow such announcements, publications, determinations and resolutions as provided therein (see "Disapplication of DC Resolution" below). Credit Derivatives Determinations Committees also apply under the 2014 ISDA Definitions and if Credit Linked Notes Annex B applies to the Credit Linked Notes and DC Determinations is specified as applicable in the Final Terms (or Pricing Supplement, in the case of Exempt Securities), the determination as to whether or not a Credit Event has occurred may also be subject to the announcements, publications, determinations and resolutions made by those Credit Derivatives Determinations Committees (unless the Calculation Agent determines inappropriate).

Certain other determinations under the Credit Linked Notes, including without limitation determinations with respect to Successors and Substitute Reference Obligations, may also follow determinations and/or approvals of the relevant Credit Derivatives Determinations Committee.

In any such cases any such announcements, publications, determinations and resolutions could therefore affect the amount and timing of payments of interest on and principal of the Credit Linked Notes or deliveries pursuant to the terms of the Credit Linked Notes. The Issuer, the Dealer and no other related person will have any liability to any person for any determination or calculation and/or any delay or suspension of payments and/or redemption of the Credit Linked Notes resulting from or relating to any announcements, publications, determinations and resolutions made by ISDA and/or any of the Credit Derivatives Determinations Committees. Further information regarding the ISDA Credit Derivatives Determinations Committees can be found at www.isda.org/credit.

In certain circumstances, following the occurrence of a Credit Event if the relevant Credit Derivatives Determinations Committee determines that one or more auctions will be held in accordance with any Credit Derivatives Auction Settlement Terms published by ISDA in relation to obligations of appropriate seniority of the Reference Entity (in the case of Credit Linked Notes to which Credit Linked Notes Annex A applies, applicable to credit derivatives transactions incorporating the 2009 Supplement or the case of Credit Linked Notes to which Credit Linked Notes Annex B applies, applicable to credit derivatives transactions incorporating the 2014 ISDA Definitions), Credit Linked Notes may be redeemed by the Issuer by payment of an amount linked to the value determined pursuant to the relevant auction. Investors should note that the

value determined pursuant to such ISDA auction (if applicable) will be determined by reference to obligations of the Reference Entity which may not include the Reference Obligation and such value may be lower than the market value that would otherwise have been determined in respect of the Reference Obligation. In addition, if the Credit Event is a Restructuring Credit Event, in certain circumstances the ISDA auction determined to be applicable may be for obligations of the Reference Entity of considerably longer tenor than the Reference Obligation, and as a result it is very likely that the value determined pursuant to such ISDA auction will be lower than the market value that would otherwise have been determined in respect of the Reference Obligation.

Prospective investors should note that Deutsche Bank or an affiliate of Deutsche Bank may be a member of the Credit Derivatives Determinations Committee responsible for determining the occurrence of Credit Events for the purposes of certain credit derivatives transactions. This may cause conflicts of interest which could affect its voting behaviour, and thus the determinations made by a Credit Derivatives Determinations Committee, which may be detrimental to investors.

If a Reference Obligation is a subordinated debt obligation, investors in the Securities should be aware that, on the occurrence of a Credit Event, the value of that Reference Obligation or the value determined pursuant to the ISDA auction in respect of obligations of appropriate seniority (being subordinated obligations) and (if the Credit Event is a restructuring) tenor of the relevant Reference Entity, as applicable, will be less than that of senior unsecured obligations of the Reference Entity and therefore the amount (if any) payable to investors in the Securities on redemption following a Credit Event will be lower (and is more likely to be zero) than if that Reference Obligation were a senior unsecured obligation.

The market price of such Securities may be volatile and may be affected by, among other things, the creditworthiness of the Reference Entity (which in turn may be affected by the economic, financial and political events in one or more jurisdictions) and the time remaining until maturity.

Disapplication of DC Resolution

The Calculation Agent may in certain circumstances taking into account the differences between the 2003 ISDA Definitions or 2014 ISDA Definitions, as applicable, and the terms of the Credit Linked Notes and such other factor(s) as it deems appropriate, determine that a DC Resolution is inappropriate to follow for the purposes of the Credit Linked Notes including in relation to the determination of whether a Credit Event has occurred and the determination of a Successor.

Physically Settled Credit Linked Notes

Where the Securities provide for physical delivery, the Issuer may determine that the specified assets to be delivered are either (a) assets which for any reason (including, without limitation, failure of the relevant clearance system or due to any law, regulation, court order or market conditions or the non-receipt of any requisite consents with respect to the delivery of assets which are loans) it is impossible or illegal to deliver on the Settlement Date or (b) assets which the Issuer and/or any Affiliate has not received under the terms of any transaction entered into by the Issuer and/or such Affiliate to hedge the Issuer's obligations in respect of the Securities. Any such determination may delay settlement in respect of the Securities and/or cause the obligation to deliver such specified assets to be replaced by an obligation to pay a cash amount which, in either case, may affect the value of the Securities and, in the case of payment of a cash amount, will affect the timing of the valuation of such Securities and as a result, the amount of principal payable on redemption. Prospective purchasers should carefully review the Terms and Conditions of the Securities and the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities) to ascertain whether and how such provisions should apply to the Securities.

No Investigation or Due Diligence of Reference Entities

No investigation, due diligence or other enquiries have been made by the Issuer, any Dealer or any other related person in respect of any Reference Entity (including its existing or future creditworthiness) or any Reference Obligation, Obligation, Deliverable Obligation or other obligations of the Reference Entity (as applicable). No representations, warranties or undertakings whatsoever have been or will be made by the Issuer, any Dealer or any other related person in respect of the Reference Entity (including its existing or

future creditworthiness) or any Reference Obligation, Obligation, Deliverable Obligation or other obligations of the Reference Entity (as applicable). Prospective investors in Credit Linked Notes should make their own evaluation as to the creditworthiness of each Reference Entity and the likelihood of the occurrence of a Credit Event.

Sovereign Reference Entities

Credit Linked Notes may be linked to the credit of one or more sovereign or governmental entity or quasi-governmental entity, and therefore payment of amounts due or delivery of any assets pursuant to the terms and conditions of the Credit Linked Notes, including any applicable interest payments, may be subject to sovereign risks. These include the potential default by such sovereign, government/quasi government issuer or the occurrence of political or economic events resulting in or from governmental action such as the declaration of a moratorium on debt repayment or negating repayment obligations of the sovereign issuer. If any such event were to occur, holders of such Credit Linked Notes may lose up to all of their initial investment in such Credit Linked Notes.

No Claim against any Reference Entity

A Credit Linked Note will not represent a claim against any Reference Entity in respect of which any amount of principal and/or interest payable or, if Physical Delivery is specified as an applicable settlement method for the Credit Linked Notes in the applicable Final Terms (or Pricing Supplement, in the case of exempt Securities), the amount of assets deliverable in respect of the Credit Linked Notes, is dependent and, in the event that the amount paid by the Issuer or value of the specified assets delivered on settlement of the Credit Linked Notes is less than the principal amount of the Credit Linked Notes, a Securityholder will not have recourse under a Credit Linked Note to the Issuer or any Reference Entity.

An investment in Credit Linked Notes linked to one or more Reference Entities may entail significant risks which are not associated with investments associated with conventional debt securities, including but not limited to the risks set out in this section. The amount paid or value of the specified assets delivered by the Issuer on redemption or settlement of such Credit Linked Notes may be less than the principal amount of the Credit Linked Notes, together with any accrued interest, and may in certain circumstances be zero.

No Exposure to Reference Entities

The Issuer's obligations in respect of Credit Linked Notes are irrespective of the existence or amount of the Issuer's and/or any affiliates' credit exposure to a Reference Entity and the Issuer and/or any affiliate need not suffer any loss nor provide evidence of any loss as a result of the occurrence of a Credit Event.

Postponed Maturity Date

Where Conditions to Settlement have not been satisfied (in the case of Credit Linked Notes to which Credit Linked Annex A applies) or a Credit Event Determination Date has not occurred (in the case of Credit Linked Notes to which Credit Linked Annex B applies) in each case on or prior to the Scheduled Maturity Date but (a) the Repudiation/Moratorium Extension Condition has been satisfied, (b) a Potential Failure to Pay has occurred or (c) if on the Scheduled Maturity Date, the Repudiation/Moratorium Evaluation Date or the Grace Period Extension Date (as applicable) the Calculation Agent determines that a Credit Event may have occurred or a Potential Repudiation/Moratorium may have occurred, the relevant Maturity Date of the Credit Linked Notes may be extended pursuant to the terms and conditions of the Credit Linked Notes such that investors may experience delays in receipt of payments or deliveries that would otherwise have occurred in accordance with the terms of the Credit Linked Notes.

Other Types of Credit Linked Notes

Credit Linked Notes may also be "**first to default credit linked securities**" which refers to the exposure to the credit risk of a basket of Reference Entities. Where a Credit Event occurs in relation to a Reference Entity and Conditions to Settlement are satisfied, the Securities may be redeemed by the Issuer as set out above but Conditions to Settlement may only be satisfied on one occasion. If Conditions to Settlement are satisfied in respect of more than one Reference Entity on the same date, the Calculation Agent will

determine which Reference Entity is the Reference Entity in respect of which Conditions to Settlement are satisfied. The basket of Reference Entities increases the likelihood that a Credit Event may occur prior to the maturity date of the Securities.

The Issuer may issue “**Portfolio Credit Linked Securities**” which are Credit Linked Notes linked to the performance of a portfolio of Reference Entities. Under Portfolio Credit Linked Notes the amount of principal and interest (if any) payable by the Issuer is dependent on whether a Credit Event in respect of one or more of Reference Entities has occurred. Where such Securities are “zero recovery” Portfolio Credit Linked Notes, the loss suffered by investors on a Credit Event occurring in respect of a Reference Entity will be equal to the entire weighting of that Reference Entity in the portfolio.

The Issuer may issue “**Single Name Zero Recovery Credit Linked Securities**” which are Credit Linked Notes linked to the performance of a single Reference Entity under which if a Credit Event occurs in respect of the Reference Entity, the Credit Linked Notes will cease to pay interest and will be cancelled at zero and investors will lose their entire investment.

The Issuer may issue “**Fixed Recovery Securities**” which are Credit Linked Notes where the amount payable on redemption of the Securities following the occurrence of a Credit Event is fixed.

The amount of interest payable on Credit linked interest Notes will depend on whether or not a Credit Event has occurred in respect of one or more Reference Entities.

The Issuer may also issue “**pass-through Securities**” which are Credit Linked Notes under which the amount of interest and/or principal (in each case if any) payable is dependent on amount(s) paid under a “holding” of specified obligations of the Reference Entity. Further risk factors in relation to EM Pass-Through Securities, a type of pass-through Securities, are set out below. Other types of pass-through Securities will be Exempt Securities.

EM Pass-Through Securities

EM Pass-Through Securities are credit-linked to the performance of the Reference Entity and Obligations of the Reference Entity (including the Reference Obligation comprising the Holding) and currency linked to the convertibility of the currency in which the Securities are denominated from or into the Specified Currency of the Securities and early redemption of the Securities may be triggered through certain events which are linked to the performance and creditworthiness of the Reference Entity. Investors should note that the amounts payable by the Issuer in respect of the Securities are linked to the value of and amounts that would be received by a Holding Party in respect of the Holding (and therefore such amounts as they would be reduced by deductions for withholding taxes as applicable) and that in certain circumstances the Securities will not pay interest and the amount paid to Securityholders on redemption may be less than the amounts paid by it in respect of the Securities and may in certain circumstances be zero.

Investors should also note that (a) if an Inconvertibility Event has occurred and is subsisting, in lieu of paying amounts in respect of the Securities in the Specified Currency, the Issuer may pay such amounts in the currency in which the Securities are denominated and (b) if it is unlawful, impossible, or otherwise impracticable for the Issuer to make payment of any such denomination currency amount, the Issuer may postpone payment of such amount.

No Claim against any Reference Item

A Security will not represent a claim against any Reference Item to which the amount of principal and/or interest payable, or, if physical settlement or Physical Delivery is specified as an applicable settlement method for the Securities in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities), the amount of assets deliverable in respect of the Securities, is dependent and, in the event that the amount paid by the Issuer or value of the specified assets delivered on redemption of the Securities is less than the principal amount of the Securities, a Securityholder will not have recourse under a Security to the Issuer or any Reference Item.

An investment in Securities linked to one or more Reference Items may entail significant risks not associated with investments in conventional debt securities, including but not limited to the risks set out in this section “*Reference Items*”. The amount paid or value of the specified assets delivered by the Issuer on redemption of such Securities may be less than the principal amount of the Securities, together with any accrued interest, and may in certain circumstances be zero.

Reference Rates

As described in the section entitled “*Description of the Securities – Description of Interest Rate and Redemption Provisions*”, Securities may be issued where the amount of interest payable or the amount payable on redemption are linked to a Reference Rate.

Securities where the amount of interest payable or the amount payable on redemption are linked to a Reference Rate can be volatile investments. Investors who purchase such Securities will be exposed to the risk of a fluctuating Reference Rate and consequently variable interest amounts or redemption amounts which cannot be pre-estimated. If such Securities are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features, the market value of those securities may be more volatile than that for securities that do not include these features.

RISK FACTORS RELATING TO CERTAIN FEATURES OF SECURITIES

A wide range of Securities may be issued under the Programme. The Issuer may issue Securities which may have one or more of the features described below which contain particular risks for potential investors. The amount of interest and/or principal payable and/or the amount of assets deliverable may depend on these features alone and/or in combination with other features and Reference Items. Prospective investors should be aware that they may lose all or a substantial portion of their investment. A combination of more than one of the features outlined below may increase the volatility of the price of the Securities in the secondary market.

Inverse variable rate Securities

The market value of Securities which bear or pay interest at a variable rate inversely linked to a specified reference rate typically is more volatile than the market value of other more conventional floating or other variable rate securities based on the same reference rate. These Securities are more volatile because an increase in the relevant reference rate not only decreases the interest rate payable on the Securities, but may also reflect an increase in prevailing interest rates, which may further adversely affect the market value of these Securities.

Capped variable rate Securities

The maximum amount of interest payable in respect of Securities that bear or pay interest with a capped variable rate will equal the sum of the reference rate and any specified margin subject to a specified maximum rate. Consequently investors in these Securities will not benefit from any increase in the relevant reference rate if, when added to the specified margin, such resulting rate is equal to or greater than the maximum specified rate. The market value of these Securities would typically fall the closer the sum of the relevant reference rate and any margin is to the maximum specified rate. The yield of Securities with a capped variable rate may be considerably lower than that of similar Securities without a cap.

Securities whose interest and/or redemption amount is calculated by reference to a formula

Where an issue of Securities references a formula in the applicable Terms and Conditions (which may be replicated in the applicable Final Terms or Pricing Supplement, in the case of Exempt Securities) or, in the case of Exempt Securities, the Pricing Supplement as the basis upon which the interest payable and/or the amount payable and/or assets deliverable on redemption is calculated potential investors should ensure that they understand the relevant formula and if necessary seek advice from their own financial adviser.

In addition the effects of the formula may be complex with respect to expected amounts of interest and/or amounts payable and/or assets deliverable on redemption and in certain circumstances may result in increases or decreases in these amounts.

Participation in Performance

Where the amount of interest payable and/or amounts payable and/or assets deliverable on redemption of Securities may be determined by reference to a ratio greater than one, prospective investors should note that the effect of changes in the price or level of the floating rate or Reference Item(s) payable will be magnified. Conversely, where the ratio is less than one, the effect will be reduced and investors will not benefit (as applicable) from the full performance of the floating rate or Reference Item(s).

Securities issued at a substantial discount or premium

The market value of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Partly-paid Securities (Exempt Securities only)

The Issuer may issue Securities (except within the United States or to U.S. persons) where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of its investment.

Securities subject to Optional Redemption by the Issuer

Securities which include a redemption option by the Issuer are likely to have a lower market value than similar securities which do not contain an Issuer redemption option. An optional redemption feature of the Securities is likely to limit their market value. During any period when the Issuer may elect to redeem the Securities, the market value of those Securities generally will not rise substantially above the price at which they may be redeemed. This may also be the case prior to any redemption period.

The Issuer may be expected to redeem Securities when its cost of borrowing is lower than the interest rate on the Securities. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Securities being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

The applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities) will indicate whether the Issuer has the right to redeem the Securities prior to maturity. The Issuer may exercise its right to redeem the Securities if the yield on comparable Securities in the market falls which may result in the investor only being able to invest the redemption proceeds in Securities with a lower yield. If specified in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities), the Issuer will have the right to redeem the Securities, if the Issuer is required to gross-up payments as a result of the imposition of certain taxes. If the Issuer redeems the Securities prior to maturity, a holder of such Securities is exposed to the risk that as a result of such early redemption its investment will have a lower than expected yield.

Subordinated Notes

The Issuer may issue Subordinated Notes. The obligations of the Issuer under Subordinated Notes constitute unsecured and subordinated obligations and will rank junior in priority of payment to unsubordinated obligations. In the event of insolvency or liquidation of the Issuer, such obligations will be subordinated to the claims of all unsubordinated creditors of the Issuer so that in any such event no amounts will be payable in respect of such obligations until the claims of all unsubordinated creditors of the Issuer have been satisfied in full. The Issuer expects from time to time to incur additional indebtedness or other obligations that will constitute senior indebtedness, and the Subordinated Notes do not contain any

provisions restricting the Issuer's ability to incur senior indebtedness. Although the Subordinated Notes may pay a higher rate of interest than comparable Securities which are not so subordinated, there is a real risk that an investor will lose all or some of its investment should the Issuer become insolvent since its assets would be available to pay such amounts only after all of its senior creditors have been paid in full.

Subordinated Notes are intended to qualify as Tier 2 instruments within the meaning of Art. 63 of the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (including any provisions of regulatory law supplementing this Regulation) ("**CRR**"); to the extent that any provisions of the CRR are amended or replaced, the term "CRR" shall refer to such amended provisions or successor provisions.

In the context of a Regulatory Bail-in the Subordinated Notes will be written down or converted to common equity tier 1 capital instruments of the Issuer before any non-subordinated liabilities of the Issuer are affected by such measures. Accordingly, trading behaviour in respect of the Subordinated Notes may not follow the trading behaviour associated with other types of securities.

The Issuer may redeem all, but not some, of the Subordinated Notes at its option at any time prior to maturity upon the occurrence of certain regulatory events. If the Issuer redeems the Subordinated Notes, holders of such Securities may not be able to reinvest the amounts they receive upon redemption at a rate that will provide the same rate of return as did the investment in the Subordinated Notes.

In the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against, the Issuer, the obligations under the Subordinated Notes will be fully subordinated to the claims of other unsubordinated creditors of the Issuer. Accordingly, in any such event no amounts shall be payable in respect of the Subordinated Notes until in any such event no amounts shall be payable in respect of the Subordinated Notes until the claims of such other unsubordinated creditors of the Issuer have been satisfied in full. Accordingly, the Securityholder's rights under the Securities will rank behind all unsubordinated creditors of the Issuer in the event of the insolvency or liquidation of the Issuer. The Issuer's payment obligations under the Securities will rank *pari passu* amongst themselves and with all claims in respect of existing and future instruments classified as Tier 2 capital of the Issuer and the payment of interest payments thereunder.

The only remedy against the Issuer available to Securityholders for recovery of amounts which have become due in respect of the Subordinated Notes will be the institution of legal proceedings to enforce payment of the amounts. In an insolvency or liquidation of the Issuer, any Securityholder may only claim amounts due under the Subordinated Notes after the Issuer has discharged or secured in full (i.e. not only with a quota) all claims that rank senior to the Subordinated Notes.

Integral multiples of the Specified Denomination

If Securities are issued in one or more integral multiples of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Securities may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than such minimum Specified Denomination in its account with the relevant clearing system at the relevant time may not receive a definitive Security in respect of such holding (should definitive Securities be printed) and would need to purchase a principal amount of Securities such that its holding amounts to the Specified Denomination. If definitive Securities are issued, holders should be aware that definitive Securities which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

RISK FACTORS RELATED TO SECURITIES GENERALLY

Set out below is a brief description of certain risks relating to the Securities generally:

Modification and waivers

Meetings of Securityholders may be called to consider their interests generally either (a) in the case of English law governed Securities, pursuant to the Terms and Conditions of the Securities; and (b) in the case of German law governed Securities, in accordance with and subject to the German Bond Act (*Schuldverschreibungsgesetz*). At such meetings a defined majority of Securityholders may bind all Securityholders, including Securityholders who did not attend and vote at the relevant meeting and Securityholders who voted in a manner contrary to the majority.

In respect of English law governed Securities, the Terms and Conditions of the Securities also provide that the Fiscal Agent and the Issuer may, without the consent of Securityholders, agree to (a) any modification (subject to certain specific exceptions) of the Securities, the Coupons or the Receipts or the Agency Agreement which is not prejudicial to the interests of the Securityholders or (b) any modification of the Securities, the Coupons, the Receipts or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or proven error or to comply with mandatory provisions of law.

Withholding under the EU Savings Directive

Under Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of other Member States details of certain payments of interest or similar income paid or secured by a person established in a Member State to or for the benefit of an individual resident in another Member State or certain limited types of entities established in another Member State. On 24 March 2014, the Council of the European Union adopted a Council Directive amending and broadening the scope of the requirements described above. Member States are required to apply these new requirements from 1 January 2017. The changes will expand the range of payments covered by the Directive, in particular to include additional types of income payable on securities. The Directive will also expand the circumstances in which payments that indirectly benefit an individual resident in a Member State must be reported. This approach will apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

For a transitional period, Luxembourg and Austria are required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments. The changes referred to above will broaden the types of payments subject to withholding in those Member States which still operate a withholding system when they are implemented. In April 2013, the Luxembourg Government announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information exchange under the Directive.

The end of the transitional period is dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent (as defined in the Conditions of the Securities) nor any other person would be obliged to pay additional amounts with respect to any Security as a result of the imposition of such withholding tax. The Issuer is required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the Directive.

Taxation

Potential purchasers and sellers of Securities should be aware that they may be required to pay stamp taxes or other documentary charges in accordance with the laws and practices of the country where the Securities are transferred and/or any asset(s) are delivered.

Potential purchasers who are in any doubt as to their tax position should consult their own independent tax advisers. In addition, potential purchasers should be aware that tax regulations and their application by the relevant taxation authorities change from time to time. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time.

No Tax Gross-Up in respect of Certain Series of Securities

If the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities) specify that no withholding tax gross-up is applicable, the Issuer is not obliged to gross up any payments in respect of the Securities and will not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, presentation and surrender for payment, or enforcement of any Security and all payments made by the Issuer will be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

U.S. Foreign Account Tax Compliance Act Withholding

Whilst the Securities are in global form and held within the clearing systems, in all but the most remote circumstances, it is not expected that the new reporting regime and potential withholding tax imposed by sections 1474 through 1475 of the U.S. Internal Revenue Code of 1986 (“**FATCA**”) will affect the amount of any payment received by the clearing systems (see “*Taxation – United States – Foreign Account Tax Compliance Act*”). However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. The Issuer’s obligations under the Securities are discharged once it has paid the common depository or common safekeeper for the clearing systems (as bearer or registered holder of the Securities) and the Issuer has therefore no responsibility for any amount thereafter transmitted through the clearing systems and custodians or intermediaries.

Early Redemption Unwind Costs

Prospective investors should note that, if so specified in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities), the Early Redemption Amount in respect of certain Series of Securities will include a deduction in respect of Early Redemption Unwind Costs. If the Early Redemption Unwind Costs are stated to be Standard Early Redemption Costs, then such amount will comprise an amount determined by the Calculation Agent equal to the sum of (without duplication) of all costs, expenses (including loss of funding), tax and duties incurred by the Issuer in connection with the redemption of the Securities and the related termination, settlement or re-establishment of any hedge or related trading position.

Hedging

In the ordinary course of its business, including without limitation in connection with its market making activities, the Issuer and/or any of its affiliates may effect transactions for its own account or for the account of its customers and hold long or short positions in Reference Item(s) or related derivatives. In addition, in

connection with the offering of the Securities, the Issuer and/or any of its affiliates may enter into one or more hedging transactions with respect to the Reference Item(s) or related derivatives. In connection with such hedging or market-making activities or with respect to proprietary or other trading activities by the Issuer and/or any of its affiliates, the Issuer and/or any of its affiliates may enter into transactions in the Reference Item(s) or related derivatives which may affect the market price, liquidity or value of the Securities and which could be adverse to the interests of the relevant Securityholders.

Conflicts of Interest

Where the Issuer acts as Calculation Agent or the Calculation Agent is an affiliate of the Issuer, potential conflicts of interest may exist between the Calculation Agent and Securityholders, including with respect to certain determinations and judgements that the Calculation Agent may make pursuant to the Securities that may influence the amount receivable or specified assets deliverable on redemption of the Securities.

The Issuer and any Dealer may at the date hereof or at any time hereafter, be in possession of information in relation to a Reference Item that is or may be material in the context of the Securities and may or may not be publicly available to Securityholders. There is no obligation on the Issuer or any Dealer to disclose to Securityholders any such information.

The Issuer and/or any of its affiliates may have existing or future business relationships with any Reference Item(s) (including, but not limited to, lending, depositary, risk management, advisory and banking relationships), and will pursue actions and take steps that they or it deems necessary or appropriate to protect their and/or its interests arising therefrom without regard to the consequences for a Securityholder.

Substitution of the Issuer

Subject to certain requirements, the Terms and Conditions contain provisions allowing for substitution of the Issuer or a change of the branch through which the Issuer acts. Without prejudice to the requirements of any jurisdiction where any Securities are admitted to trading, for so long as any substitution of the Issuer or the branch through which the Issuer acts may be subject to certain further conditions or requirements of such Stock Exchange or regulated market. Where any further conditions or requirements apply and the Issuer wishes to substitute itself or change the branch through which the Issuer acts, the Issuer may delist the relevant Securities from the relevant Stock Exchange or regulated market and is not obliged to list the Securities on any other Stock Exchange or regulated market.

Regulatory bail-in

Upcoming changes to German law under the EU framework for the recovery and resolution of credit institutions and investment firms may result in claims for payment of principal, interest or other amounts under the Notes being subject to a permanent reduction, including to zero, or a conversion into one or more instruments that constitute common equity tier 1 capital for the Issuer, such as ordinary shares by intervention of the competent "resolution authorities". Each of these measures are hereinafter referred to as a "**Regulatory Bail-in**". The holders of Notes would have no claim against the Issuer in such a case and there would be no obligation of the Issuer to make payments under the Notes. This would occur if the Issuer becomes, or is deemed by the competent supervisory authority to have become, "non-viable" (as defined under the then applicable law) and unable to continue its regulated activities without such write-off or conversion or without a public sector injection of capital. The "resolution authorities" will have to exercise their power in a way that results in (i) common equity tier 1 capital instruments (such as ordinary shares of the Issuer) being written down first in proportion to the relevant losses, (ii) thereafter, the principal amount of other capital instruments (additional tier 1 capital instruments and tier 2 capital instruments) being written down on a permanent basis or converted into common equity tier 1 capital instruments in accordance with their order of priority and (iii) thereafter, eligible liabilities – as those under the Notes – being written down on a permanent basis or converted into common equity tier 1 capital instruments in accordance with a set order of priority. The extent to which the principal amount of the Notes may be subject to a Regulatory Bail-in will depend on a number of factors that are outside the Issuer's control, and it will be difficult to predict when, if at all, a Regulatory Bail-in will occur. Potential investors should consider the risk that they may lose all of their investment, including the principal amount plus any accrued interest if a Regulatory Bail-in occurs.

RISKS FACTORS RELATED TO THE MARKET GENERALLY

Set out below is a brief description of certain market risks.

The secondary market generally

Securities may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Securities easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Securities that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Securities generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Securities.

Market Price Risk

The market prices of the Securities depends on various factors, such as changes of interest rate levels, the policy of central banks, overall economic developments, inflation rates or the supply and demand for the relevant type of Security. The market price of the Securities may also be negatively affected by an increase in the Issuer's credit spreads, i.e. the difference between yields on the Issuer's debt and the yield of government bonds or swap rates of similar maturity. The Issuer's credit spreads are mainly based on its perceived creditworthiness but also influenced by other factors such as general market trends as well as supply and demand for such Securities.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Securities in the Specified Currency. This presents certain risks relating to currency conversion if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (a) the Investor's Currency-equivalent yield on the Securities, (b) the Investor's Currency equivalent value of the principal payable on the Securities and (c) the Investor's Currency equivalent market value of the Securities.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

In addition, there is the risk that the Specified Currency is or becomes illiquid and/or subject to currency restrictions including conversion restrictions and exchange controls imposed by authorities with jurisdiction over the Specified Currency. The applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities) may determine that payments under the Securities may be made in another currency as the Specified Currency due to certain currency restrictions or the illiquidity of the Specified Currency. In such cases the Securityholders could be exposed to specific risks connected to the currency in which payments are actually made. Investors may also suffer disadvantages and losses due to the circumstance that they do not receive payment in the Specified Currency, e.g. if amounts in the Specified Currency are needed to fulfil own payment obligations in the Specified Currency.

Such currency risks generally depend on factors over which the Issuer and the Securityholder have no control, such as economic and political events and the supply of and demand for the relevant currencies. In recent years, rates of exchange for certain currencies have been highly volatile, and such volatility may be expected to continue in the future. Fluctuations in any particular exchange rate that have occurred in the past are not necessarily indicative, however, of fluctuations in the rate that may occur during the term of any Security.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to the Securities. Where a Series of Securities is rated, such rating will not necessarily be the same as the rating assigned to the Securities to be issued under the Programme. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Securities. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. Any ratings assigned to Securities as at the date of this Prospectus are not indicative of future performance of the Issuer's business or its future creditworthiness.

In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**") from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. ""

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (a) Securities are legal investments for it, (b) Securities can be used as collateral for various types of borrowing and (c) other restrictions apply to its purchase or pledge of any Securities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Securities under any applicable risk-based capital or similar rules.

Certain considerations relating to public offers of Securities in Italy

As described in the applicable Final Terms, Securities may be distributed by means of a public offer made during an offer period specified in the applicable Final Terms. During such offer period, the Issuer and/or any other person specified in the applicable Final Terms may reserve the right to cancel such offer and/or to scale back applications for such offer in the event of over-subscription. In such circumstances, an applicant investor may not be issued any Securities or may be issued a number of Securities which is less than the amount for which such applicant investor applied. Any payments made by an applicant investor for Securities that are not issued to such applicant investor for any such reason will be refunded. However, there will be a time lag in making any reimbursement, no interest will be payable in respect of any such amounts. The applicant investor may be subject to reinvestment risk.

Further, investors should note that, in certain circumstances, Securities may not be issued on the originally designated issue date, for example because either the Issuer and/or any other person specified in the applicable Final Terms has reserved the right to postpone such issue date or, following the publication of a supplement to this Prospectus the Issuer has decided to postpone such issue date to allow investors who had made applications to subscribe for Securities before the date of publication of such supplement to exercise their right to withdraw their acceptances. In the event that the issue date is so delayed, no interest shall accrue (if applicable) until the issue date of the Securities and no compensation shall be payable.

CONSENT TO USE THE PROSPECTUS

Each Dealer and/or each further financial intermediary subsequently reselling or finally placing the Securities is – if and to the extent stated in the applicable Final Terms of a particular issue of Securities (the Issuer may give a general consent or consent to one or more specified Dealers and/or financial intermediaries) – entitled to use the Prospectus for the subsequent resale or final placement of the Securities in Germany, Luxembourg, Austria, Belgium, Denmark, France, Ireland, Italy, the Netherlands, Portugal, Spain, Sweden, the United Kingdom of Great Britain and/or Northern Ireland for the offer period, provided however, that the Prospectus is still valid in accordance with Article 11 of the Luxembourg Law relating to prospectuses for securities (Loi relative aux prospectus pour valeurs mobilières) which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended). The relevant offer period is specified in the Final Terms. The Issuer accepts responsibility for the information given in this Prospectus and the Final Terms for each tranche of Securities also with respect to such subsequent resale or final placement of the relevant Securities.

The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of the Issuer (www.deutsche-bank.de).

When using the Prospectus, each Dealer and/or relevant further financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions.

In the event of an offer being made by a Dealer and/or a further financial intermediary the Dealer and/or the further financial intermediary shall provide information to investors on the terms and conditions of the Securities at the time of that offer.

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

The Issuer may at its sole discretion revoke any such consent. Any new information in connection with the consent to use the Prospectus (including the revocation of any such consent) will be published on the website of the Issuer (www.deutsche-bank.de).

RESPONSIBILITY STATEMENT

Deutsche Bank Aktiengesellschaft (the “**Responsible Person**” and together with its subsidiaries and affiliates “**Deutsche Bank**”) with its registered office in Frankfurt is solely responsible for the information given in this Prospectus and the Final Terms for each Tranche of Securities issued under the Programme. The Issuer hereby declares that to the best of its knowledge and belief, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is in accordance with the facts and contains no omission likely to affect its import.

GENERAL DESCRIPTION OF THE PROGRAMME

GENERAL

Securities to be issued under the programme

The Programme allows for the issue of Notes and Pfandbriefe (together “**Securities**”). Securities may be issued as Non-Exempt Securities or Exempt Securities. “**Non-Exempt Securities**” means Securities which are to be admitted to trading on a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2004/39/EC) and/or offered in the European Economic Area in circumstances where no exemption is available under Article 3.2 of Directive 2003/71/EC (the “**Prospectus Directive**”) (as implemented in the relevant Member State(s)) and therefore where a prospectus is required to be published thereunder. “**Exempt Securities**” means Securities which are neither to be admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive.

Non-Exempt Securities

The following types of Securities may be issued under the Programme as Non-Exempt Securities:

1. **Fixed Rate and Zero Coupon Securities**

If Fixed Rate or Zero Coupon Securities are issued as Notes, the terms and conditions of such Securities are set out in the set of Terms and Conditions for fixed rate and zero coupon Notes (“**Option I**”), as described in more detail under the section “Issue Procedures” on page 67 and “Terms and Conditions” on page 106 and 306. If Fixed Rate or Zero Coupon Notes are issued in registered form and not in bearer form (as described under “Form” below) the terms and conditions of such Securities are formed by both Option I and the Registered Securities Annex set out on page 692. If Fixed Rate or Zero Coupon Securities are issued as Pfandbriefe, the terms and conditions of such Securities are set out in the set of Terms and Conditions for fixed rate or zero coupon Pfandbriefe (“**Option III**”), as described in more detail under the section “Issue Procedures” on page 67 and “Terms and Conditions” on page 189 and 405. Pfandbriefe cannot be issued in registered form. The other sets of Terms and Conditions available under the Programme, i.e. Options II to V in the case of Fixed Rate or Zero Coupon Notes, and Options I, II, IV and V in the case of Fixed Rate or Zero Coupon Pfandbriefe, respectively, are not relevant for Fixed Rate or Zero Coupon Securities.

2. **Floating Rate Securities**

If Floating Rate Securities are issued as Notes, the terms and conditions of such Securities are set out in the set of Terms and Conditions for floating rate Notes (“**Option II**”), as described in more detail under the section “Issue Procedures” on page 67 and “Terms and Conditions” on page 106 and 306. If Floating Rate Notes are issued in registered form and not in bearer form (as described under “Form” below) the terms and conditions of such Securities are formed by both Option II and the Registered Securities Annex set out on page 692. If Floating Rate Securities are issued as Pfandbriefe, the terms and conditions of such Securities are set out in the set of Terms and Conditions for floating rate Pfandbriefe (“**Option IV**”), as described in more detail under the section “Issue Procedures” on page 106 and “Terms and Conditions” on page 106 and 306. Pfandbriefe cannot be issued in registered form. The other sets of Terms and Conditions available under the Programme, i.e. Options I, III, IV, and V in the case of Floating Rate Notes, and Options I, II, III, and V in the case of Floating Rate Pfandbriefe, respectively, are not relevant for Floating Rate Securities.

3. **Structured Notes**

The Programme allows for Notes to be issued which are equity linked, index linked and/or inflation index linked in the form of (i) Equity Linked Redemption Notes, (ii) Equity Linked Interest Notes,

(iii) Index Linked Redemption Notes, (iv) Index Linked Interest Notes and (v) Inflation Index Linked Interest Notes. The terms and conditions of such Structured Notes are set out in the set of Terms and Conditions for Structured Notes (“**Option V**”), as described in more detail under the section “Issue Procedures” on page 67 and “Terms and Conditions” on page 106 and 306. Structured Notes cannot be issued as Pfandbriefe. If Structured Notes are issued in registered form and not in bearer form (as described under “Form” below) the terms and conditions of such Securities are formed by both Option V and the Registered Securities Annex set out on page 692. The other sets of Terms and Conditions available under the Programme, i.e. Options I to IV are not relevant for Structured Notes.

4. Credit Linked Notes

The Programme allows for Notes to be issued which are credit linked in the form of Credit Linked Notes. Credit Linked Notes may only be governed by English law. The terms and conditions of Credit Linked Notes are set out in the applicable Credit Linked Notes Annex set out on either page 539 (Credit Linked Notes Annex A) or on page 621 (Credit Linked Notes Annex B), depending on which is specified as applicable in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities) together with either Option I (if the Securities bear fixed rate interest), Option II (if the Securities bear floating rate interest) or Option V (if the Securities bear structured interest). If the Credit Linked Notes are issued in registered form and not in bearer form (as described under “Form” below) the terms and conditions of such Securities are formed by (i) the applicable Credit Linked Notes Annex, (ii) either Option I, Option II or Option V, and (iii) the Registered Notes Annex set out on page 692. The other sets of Terms and Conditions available under the Programme, i.e. Options II to V (if the Securities bear fixed rate interest), Options I and III to V (if the Securities bear floating rate interest) or Options I to IV (if the Securities bear structured interest) are not relevant for Credit Linked Notes.

Exempt Securities

The same type of Securities described under 1. to 4. above may also be issued as Exempt Securities. Thus the description set out under 1. to 4. above also applies to Exempt Securities in regard to terms and conditions of such Securities. The Programme furthermore allows the issue of additional types of Structured Securities which may only be issued as Notes which are Exempt Securities, i.e.

- Commodity Linked Notes;
- Currency Linked Notes;
- Fund Linked Notes; or
- other types of Securities agreed between the relevant Dealer or Lead Manager and the Issuer.

In addition to the options set out above the relevant Options and Annexes, respectively, there will also be further options depending on the applicable law or jurisdiction of the issuing branch.

Governing law of the Securities

Both Non-Exempt Securities and Exempt Securities may be governed by German law or English law, as specified in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities).

Dealers

Under this Programme, the Issuer may from time to time issue Securities to one or more of Deutsche Bank Aktiengesellschaft, Deutsche Bank AG, London Branch, Deutsche Bank AG, Zurich Branch, Deutsche Bank Luxembourg S.A., Deutsche Bank AG, Hong Kong Branch, Deutsche Bank AG, Singapore Branch, in each case acting as a Dealer and/or to any other Dealer appointed from time to time in accordance with the Dealer Agreement which appointment may be for a specific issue or on an ongoing basis (each a “**Dealer**”

and together the “**Dealers**”). References in this Prospectus to the “**relevant Dealer**” shall, in the case of an issue of Securities being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to purchase such Securities.

Form

Notes may be issued in (i) bearer form, or (ii) registered form. Pfandbriefe may only be issued in bearer form. The maximum aggregate principal amount of all Securities from time to time outstanding under the Programme will not exceed Euro 80,000,000,000 (or its equivalent in other currencies calculated as described in the Dealer Agreement), subject to increase in accordance with the terms of the Dealer Agreement which would require an supplement pursuant to Article 16 of the Prospectus Directive.

Issuer

Securities may be issued by the Issuer through its head office in Frankfurt am Main and acting through its London branch, Milan branch, Sydney branch, Deutsche Bank AG, Sucursal em Portugal (its Portuguese branch), Deutsche Bank AG, Sucursal en España (its Spanish branch) Deutsche Bank AG, Hong Kong branch, Deutsche Bank AG, Singapore branch or any of its other branch offices outside Germany (other than its New York branch). All Securities constitute obligations of Deutsche Bank Aktiengesellschaft.

Guarantee

Certain Series (as defined below) of Securities issued by the Issuer acting through its London branch may be guaranteed by Deutsche Bank Aktiengesellschaft, acting through its New York branch.

Distribution

Securities may be distributed by way of public offer or private placement and, in each case, on a syndicated or non-syndicated basis. The method of distribution of each Tranche will be stated in the relevant Final Terms (the “**Final Terms**”) or, in the case of Exempt Securities, Pricing Supplement (the “**Pricing Supplement**”).

Public offers may be made to each person in Luxembourg, Austria, Belgium, Denmark, France, Germany, Ireland, Italy, the Netherlands, Portugal, Spain and the United Kingdom of Great Britain and Northern Ireland as well as any other jurisdictions to which the Prospectus has been subsequently passported (as specified in the applicable Final Terms) under Article 18 of the Prospectus Directive as implemented in Luxembourg. In other EEA countries, offers will only be made pursuant to an exemption under the Prospectus Directive as implemented in such jurisdictions.

Series and Tranches

Securities will be issued on a continuous basis in tranches (each a “**Tranche**”), each Tranche consisting of Securities which are identical in all respects (including as to admission to trading and listing). One or more Tranches, which are (i) expressed to be consolidated and forming a single series and (ii) identical in all respects, (except for different issue dates, interest commencement dates, issue prices and dates for first interest payments) may form a series (“**Series**”) of Securities. Further Securities may be issued as part of existing Series. The specific terms of each Tranche will be set forth in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities).

Denomination and Issue Price

The Securities will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities). If the Securities are admitted to trading on a European Economic Area exchange or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive, the minimum Specified Denomination of the Securities will be Euro 1,000 (or, if the Securities are denominated in a currency other than the Euro, the equivalent amount in such currency) or such higher amount as may be allowed or required from time to

time by the relevant Central Bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

Securities may be issued at an issue price which is at par or at a discount to, or premium over, par, as specified in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities).

Listing

References in this Prospectus to Securities which are intended to be listed (and all related references) shall mean that such Securities have been admitted to trading on the Luxembourg Stock Exchange's regulated market and have been listed on the Official List of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2004/39/EC). The Programme provides that Securities may be listed or admitted to trading on the regulated markets of the Frankfurt Stock Exchange, the Italian Stock Exchange, Euronext Lisbon, the AIAF Fixed Income Securities Market or any other regulated market. Securities may also be listed or admitted or included to trading on the SIX Swiss Exchange or an unregulated market such as the "Euro MTF" market of the Luxembourg Stock Exchange or the Open Market (*Freiverkehr*) of the Frankfurt Stock Exchange, as may be agreed between the Issuer and the relevant Dealer(s) in relation to each issue. The Issuer may also issue unlisted Securities and/or Securities not admitted to trading on any market.

Money Market Instruments

Under Part II of the Law, prospectuses for the admission to trading of money market instruments having a maturity at issue of less than 12 months and complying also with the definition of securities are not subject to the approval provisions of Part II and do not need to be approved by the CSSF. Any offers to the public of such securities in Luxembourg would be subject to the prior approval by the CSSF of a simplified prospectus pursuant to Part III, Chapter 1 of the Law.

Clearing

Bearer Securities will be accepted for clearing through one or more Clearing Systems as specified in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities). These Clearing Systems will include those operated by Clearstream Banking AG, Frankfurt ("**CBF**"), Clearstream Banking, société anonyme, Luxembourg ("**CBL**"), Euroclear Bank S.A./N.V. ("**Euroclear**") and SIX SIS AG, Olten, Switzerland ("**SIS**").

Registered Securities will either (i) be deposited with a custodian for, and registered in the name of a nominee of, the Depository Trust Company ("**DTC**") or (ii) be deposited with a common depository for, and registered in the name of a common nominee of, Euroclear and CBL, as specified in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities). No beneficial owner of an interest in a Registered Global Security will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear and CBL, in each case to the extent applicable.

Agents

Deutsche Bank Aktiengesellschaft will (in respect of German law governed Securities) and its London branch will (in respect of all English law governed Securities) act as fiscal agent (the "**Fiscal Agent**"), unless otherwise stated in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities). Deutsche Bank Aktiengesellschaft, Zurich branch will act as Swiss paying agent (the "**Swiss Paying Agent**") in respect of Swiss Securities.

Where indicated in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities), Deutsche Bank Aktiengesellschaft, Deutsche Bank Luxembourg S.A., Deutsche Bank AG, London Branch, , the Swiss Paying Agent and such other institutions as may be specified, will act, together with the Fiscal Agent, as paying agents (the "**Paying Agents**"). Deutsche Bank Luxembourg S.A. will also act as Luxembourg listing agent (the "**Luxembourg Listing Agent**") and the transfer agent (the "**Transfer Agent**"). Deutsche Bank Trust Company Americas will act as the registrar (the "**Registrar**") and the

exchange agent (the “**Exchange Agent**”) in respect of Registered Securities initially represented by (i) both a Regulation S Global Security and a Rule 144A Global Security or (ii) a Rule 144A Global Security.

ISSUE PROCEDURES

General

The Issuer and the relevant Dealer(s) will agree on the terms and conditions applicable to each particular Tranche of Securities (the “**Conditions**”). The Conditions will be constituted by the Terms and Conditions of the Securities (the “**Terms and Conditions**”) (see pages 106 et seq.) as amended by any applicable Annex set forth in the Base Prospectus and as completed by the Final Terms (or as completed and amended by the Pricing Supplement, in the case of Exempt Securities) as described in the Base Prospectus.

The Final Terms (or Pricing Supplement, in the case of Exempt Securities) relating to a Tranche of Securities will specify:

- (a) which set of Terms and Conditions applies to such Securities from the following options (each an “**Option**”):
- Terms and Conditions for fixed rate and zero coupon Notes (Option I);
 - Terms and Conditions for floating rate Notes (Option II);
 - Terms and Conditions for fixed rate and zero coupon Pfandbriefe (Option III);
 - Terms and Conditions for floating rate Pfandbriefe (Option IV); and
 - Terms and Conditions for Structured Notes (Option V); and
- (b) whether the provisions of any one or more of the following Annexes (each a “**Annex**”, together the “**Annexes**”) will also apply to such Securities:
- Credit Linked Notes Annex A;
 - Credit Linked Notes Annex B; and
 - Registered Notes Annex.

The Annexes may only apply to Option I, Option II or Option V, as specified in the applicable Final Terms or, in the case of Exempt Securities, the Pricing Supplement.

Documentation of the Conditions

The Issuer may document the Conditions in respect of a Tranche of Securities in either of the following ways:

in the case of Securities other than Registered Securities or Credit Linked Notes, by completing the Final Terms (or Pricing Supplement, in the case of Exempt Securities) as set out therein, which will specify which Option(s), in each case including certain further options contained therein, will apply to such Securities, by replicating the relevant provisions and completing the relevant placeholders of the relevant Terms and Conditions set out in the Base Prospectus in the Final Terms (or Pricing Supplement, in the case of Exempt Securities) (“**Replicated and Completed set of Terms and Conditions**”). The replicated and completed provisions of the sets of Terms and Conditions shall constitute the Conditions, which will be attached to each global note representing the Securities of the relevant Tranche. This type of documentation of the Conditions will generally be used for Securities which are sold and distributed on a syndicated basis in Germany and/or publicly offered or distributed, in whole or in part, to non-professional investors in Germany; or

by completing the Final Terms (or Pricing Supplement, in the case of Exempt Securities), which will specify which Option(s) and (as applicable) Annex(es), in each case including the further options contained therein, will apply to such Securities, by referring to the relevant provisions of the relevant Terms and Conditions and, as applicable, Annex(es) in each case set out in the Base Prospectus (“**Reference to the Terms and Conditions set out in the Prospectus**”). The Final Terms (or Pricing Supplement, in the case of Exempt Securities) will specify that the provisions of the Final Terms (or Pricing Supplement) and the relevant Terms and Conditions and, as applicable, Annex(es) in each case set out in the Prospectus, as completed by such Final Terms such Final Terms (or Pricing Supplement) (or completed and amended by such Pricing Supplement), will together constitute the Conditions and such Final Terms (or Pricing Supplements) will be attached to each global note representing such Securities. This type of documentation of the Conditions will generally be used for Securities sold on a non-syndicated basis (or, if sold outside of Germany, syndicated basis) and which are not publicly offered.

Selection of Options / Completion of Placeholders

The Final Terms (or Pricing Supplement, in the case of Exempt Securities) for a Tranche of Securities will specify which of Option I to Option V and (as applicable) Annex(es) will apply to such Securities. The relevant Terms and Conditions and, as applicable, Annex(es) also contain certain further options (characterised, in certain cases, by indicating the respective optional provision through instructions and explanatory notes set out either on the left of or in square brackets within the text of the relevant set of Terms and Conditions and, as applicable, Annex(es) as set out in the Base Prospectus) as well as placeholders (characterised by square brackets which include the relevant items) which will be specified in and/or completed by the Final Terms (or Pricing Supplement, in the case of Exempt Securities) as follows:

Selection of Options. The Issuer will determine which options will apply to a Tranche of Securities either by replicating the relevant provisions in the Final Terms (or Pricing Supplement, in the case of Exempt Securities) or by referencing the relevant provisions of the relevant Terms and Conditions and, as applicable, Annex(es) set out in the Base Prospectus in the Final Terms (or Pricing Supplement). If the Final Terms (or Pricing Supplement, in the case of Exempt Securities) do not refer to an alternative or optional provision or such alternative or optional provision is not replicated therein it shall be deemed to be deleted from the Conditions.

Completion of Placeholders. The Final Terms (or Pricing Supplement, in the case of Exempt Securities) will specify the information with which the placeholders in the relevant set of Terms and Conditions and, as applicable, Annex(es) will be completed. For a Tranche of Securities for which the provisions of the Final Terms (or Pricing Supplement, in the case of Exempt Securities) and the relevant Terms and Conditions and, as applicable, Annex(es) together constitute the Conditions, the relevant Terms and Conditions and, as applicable, Annex(es) shall be deemed to be completed by the information contained in the Final Terms (or completed and amended by the information contained in the Pricing Supplement, in the case of Exempt Securities) as if such information were inserted in the placeholders of such provisions.

All instructions and explanatory notes and text set out in square brackets in the relevant set of Terms and Conditions and, as applicable annex(es) and any footnotes and explanatory text in the Final Terms (or Pricing Supplement, in the case of Exempt Securities) will be deemed to be deleted from the Conditions.

Controlling Language

As to the controlling language of the respective Conditions, the Issuer anticipates that, in general, subject to any stock exchange or legal requirements applicable from time to time, and unless otherwise agreed between the Issuer and the relevant Dealer:

in the case of Securities sold and distributed on a syndicated basis in Germany, German shall be the controlling language;

in the case of Securities sold and distributed on a syndicated basis outside Germany, English shall (unless otherwise specified) be the controlling language;

in the case of Securities publicly offered, in whole or in part, in Germany, or distributed, in whole or in part, to non-professional investors in Germany, German shall be the controlling language. If, in the event of such public offer or distribution to non-professional investors in Germany, however, English is chosen as the controlling language, a German language translation of the Conditions will be available from the specified office of the Fiscal Agent and Issuer, as specified in this Prospectus; and

in the case of Securities publicly offered, in whole or in part, in any jurisdiction aside from Germany, or distributed, in whole or in part, to non-professional investors, English shall be the controlling language. Where required, a translation of the Summary will be provided in the language applicable to the jurisdiction where the public offer is made.

DESCRIPTION OF THE ISSUER

PERSONS RESPONSIBLE

Deutsche Bank, Frankfurt am Main, Germany, accepts responsibility for the information contained in this Prospectus. To the knowledge of Deutsche Bank the information contained in this Prospectus is correct and no material circumstances have been omitted.

STATUTORY AUDITORS

The independent auditors of Deutsche Bank are KPMG Deutsche Treuhand-Gesellschaft Aktiengesellschaft Wirtschaftsprüfungsgesellschaft (“**KPMG**”), THE SQUAIRE, Am Flughafen, 60549 Frankfurt am Main, Germany. KPMG is a member of the chamber of public accountants (Wirtschaftsprüferkammer).

INFORMATION ABOUT DEUTSCHE BANK

The Bank's name is Deutsche Bank Aktiengesellschaft. The Bank is registered in the Commercial Register of the District Court Frankfurt am Main under registration number HRB 30 000.

Deutsche Bank originated from the reunification of Norddeutsche Bank Aktiengesellschaft, Hamburg, Rheinisch-Westfälische Bank Aktiengesellschaft, Düsseldorf, and Süddeutsche Bank Aktiengesellschaft, Munich; pursuant to the Law on the Regional Scope of Credit Institutions, these had been disincorporated in 1952 from Deutsche Bank which was founded in 1870. The merger and the name were entered in the Commercial Register of the District Court Frankfurt am Main on 2 May 1957.

Deutsche Bank is a banking institution and a stock corporation incorporated under the laws of Germany. The Bank has its registered office in Frankfurt am Main, Germany. It maintains its head office at Taunusanlage 12, 60325 Frankfurt am Main, Germany (telephone: +49-69-910-00).

BUSINESS OVERVIEW

Principal activities

The objects of Deutsche Bank, as laid down in its Articles of Association, include the transaction of all kinds of banking business, the provision of financial and other services and the promotion of international economic relations. The Bank may realise these objectives itself or through subsidiaries and affiliated companies. To the extent permitted by law, the Bank is entitled to transact all business and to take all steps which appear likely to promote the objectives of the Bank, in particular: to acquire and dispose of real estate, to establish branches at home and abroad, to acquire, administer and dispose of participations in other enterprises, and to conclude enterprise agreements.

Deutsche Bank maintains its head office in Frankfurt am Main and branch offices in Germany and abroad including in London, New York, Sydney, Tokyo and an Asia-Pacific Head Office in Singapore which serve as hubs for its operations in the respective regions.

Following a comprehensive strategic review, Deutsche Bank realigned its organizational structure in the fourth quarter 2012. The Bank reaffirmed its commitment to the universal banking model and to its four existing corporate divisions. Deutsche Bank strengthened this emphasis with an integrated Asset & Wealth Management Corporate Division that includes former Corporate Banking & Securities businesses such as exchange-traded funds (ETFs). Furthermore, the Bank created a Non-Core Operations Unit. This unit includes the former Group Division Corporate Investments (CI) as well as non-core operations which were re-assigned from other corporate divisions.

As of 31 December 2013, the Bank was organized into the following five corporate divisions:

- Corporate Banking & Securities (CB&S);
- Global Transaction Banking (GTB);
- Deutsche Asset & Wealth Management (DeAWM);
- Private & Business Clients (PBC); and
- Non-Core Operations Unit (NCOU).

The five corporate divisions are supported by infrastructure functions. In addition, Deutsche Bank has a regional management function that covers regional responsibilities worldwide.

The Bank has operations or dealings with existing or potential customers in most countries in the world. These operations and dealings include:

- subsidiaries and branches in many countries;
- representative offices in many other countries; and
- one or more representatives assigned to serve customers in a large number of additional countries.

Corporate Banking & Securities (CB&S)

CB&S is made up of the business divisions Corporate Finance and Markets. These businesses offer financial products worldwide including the underwriting of stocks and bonds, trading services for investors and the tailoring of solutions for companies' financial requirements.

The CB&S businesses are supported by the Credit Portfolio Strategies Group (CPSG), which has responsibility for a range of loan portfolios and from 2013 centralized the hedging of certain uncollateralized counterparty derivative exposure, actively managing the risk of these through the implementation of a structured hedging regime.

During the first quarter 2014, the following changes in the organizational structure affected the composition of CB&S business segments: During the fourth quarter of 2013, the decision was taken to scale down and discontinue elements of the commodities business. The portfolios containing discontinued activities were aggregated under the Special Commodities Group (SCG), which has been subsequently transferred from CB&S to NCOU in the first quarter of 2014. SCG contains assets, liabilities and contingent risks related to Energy, Agriculture, Base Metals and Dry Bulk exposures. The comparatives for CB&S and NCOU have been restated, accordingly. The continued commodities business remains in CB&S.

Effective in November 2012, following a comprehensive strategic review of the Group's organizational structure, CB&S was realigned as part of the Group's new banking model. This realignment covered three main aspects: the transfer of non-core assets (namely correlation and capital intensive securitization positions, monoline positions, and IAS 39 reclassified assets) to the NCOU; the transfer of passive and third-party alternatives businesses, such as ETF's, into the newly integrated DeAWM corporate division; and a refinement of coverage costs between CB&S and GTB.

In CB&S, Deutsche Bank has made the following significant capital expenditures or divestitures since 1 January 2011:

In January 2011, Deutsche Bank sold its 40% stake in Paternoster Limited, a specialist pension insurer, to Rothesay Life, in accordance with the decision of the majority of Paternoster shareholders to sell their shares in the company.

In July 2011, Deutsche Bank completed the sale of its equity linked note giving economic exposure to Newlands, a credit derivative product company incorporated in Bermuda, to funds advised by Oakhill Advisors.

In March 2012, Deutsche Bank completed the sale of its U.S. multi-family financing business (Deutsche Bank Berkshire Mortgage) to a group led by Lewis Ranieri and Wilbur L. Ross, in line with its desire to focus on its core business strengths in the U.S.

In June 2012, Deutsche Bank completed the sale of DB Export Leasing GmbH to Interoute Communications Limited.

Global Transaction Banking (GTB)

GTB delivers commercial banking products and services to corporate clients and financial institutions, including domestic and cross-border payments, financing for international trade, as well as the provision of trust, agency, depository, custody and related services. Its business divisions consist of:

- Trade Finance and Cash Management Corporates
- Trust & Securities Services and Cash Management Financial Institutions

With effect from 1 September 2013, Deutsche Bank established an aligned and integrated commercial banking coverage for small and mid-sized corporate clients in Germany in order to strengthen its leading market position and achieve sustainable growth as part of the Strategy 2015+ in its home market. As a result, a significant part of former CB&S German mid-cap clients will be covered by a newly established joint venture between the corporate divisions PBC and GTB to provide mid-sized corporate clients with both an enhanced client proximity and targeted access to Deutsche Bank's global network and product expertise.

Furthermore, the long-term cash lending portfolio with German mid-cap clients was transferred from the corporate division CB&S to the corporate division GTB in order to further leverage the adjacencies between the cash management, trade financing and lending activities with these clients.

In GTB, Deutsche Bank has made following significant capital expenditures or divestitures since 1 January 2011:

On 1 June 2013, Deutsche Bank completed the sale of Deutsche Card Services to EVO Payments International.

On 28 February 2014, Deutsche Bank completed the sale of registrar services GmbH to Link Market Services.

Deutsche Asset & Wealth Management (DeAWM)

With € 934 billion of invested assets as of 31 March 2014, DeAWM believes itself to be one of the world's leading investment organizations. DeAWM helps individuals and institutions worldwide to protect and grow their wealth, offering traditional and alternative investments across all major asset classes. DeAWM also provides customized wealth management solutions and private banking services to high-net-worth and ultra-high-net-worth individuals and family offices.

DeAWM comprises the former Private Wealth Management (PWM) and Asset Management (AM) businesses, as well as passive and third party alternatives businesses that were transferred from CB&S in the fourth quarter 2012. The combined division has sizable franchises in wealth management and both retail and institutional asset management, allowing clients and Deutsche Bank Group to benefit from its scale. Non-core assets and businesses were re-assigned from DeAWM to the NCOU in the fourth quarter 2012.

In Wealth Management, Deutsche Bank established the Deutsche Oppenheim Family Office in Germany by merging two previously separate family offices. By combining Oppenheim Vermögenstreuhand GmbH and Wilhelm von Finck Deutsche Family Office AG, Deutsche Bank created a top tier participant in Germany's family wealth sector and one of the leading providers in Europe.

Private & Business Clients (PBC)

PBC operates under a single retail banking business model across Europe and selected Asian markets. PBC serves retail and affluent clients as well as small and medium sized business customers.

The PBC corporate division comprises three business units under one strategic steering, supported by a joint services and IT platform:

- Private & Commercial Banking, which comprises all of PBC's activities in Germany under the Deutsche Bank brand;
- Advisory Banking International, which covers PBC's activities in Europe (outside Germany) and Asia including Deutsche Bank's stake in and partnership with Hua Xia Bank; and
- Postbank, which comprises among others Postbank, norisbank, BHW.

In Germany in 2013, Deutsche Bank launched its Private & Commercial Banking business and advanced its integration of Postbank. The integration of Deutsche Bank's German mid cap clients into PBC is intended to enable Deutsche Bank to capture new opportunities from small and medium sized business clients by improving its client proximity and cross-divisional collaboration leveraging the expertise of DB Group. Postbank continues to operate in the market with its own brand. With the integration of Postbank into PBC, Deutsche Bank seeks to significantly strengthen its joint business model and to generate considerable revenue and cost synergies.

In Continental Europe, Deutsche Bank operates its Advisory Banking International business unit in five major banking markets: Italy, Spain, Poland, Belgium and Portugal. Its position is focused on attractive European regions. In Asia, PBC operates a branch network supported by a mobile sales force in India and holds a 19.99% stake in the Chinese Hua Xia Bank, with which Deutsche Bank has a strategic partnership and cooperation agreement. In India, PBC currently has seventeen branches. Deutsche Bank considers India and China to be its core markets in Asia for PBC.

In PBC, Deutsche Bank has made the following significant capital expenditures or divestitures since 1 January 2011:

In April 2011, Deutsche Bank completed the subscription of newly issued shares in Hua Xia Bank Co. Ltd. Upon final settlement of the transaction, which was effective with the registration of the new shares on 26 April 2011, this investment increased its existing equity stake in Hua Xia Bank from 17.12% to 19.99% of issued capital, the maximum single foreign ownership level permitted by Chinese regulations.

In February 2012, Deutsche Bank exchanged a mandatorily-exchangeable bond issued by Deutsche Post in February 2009 into 60 million Postbank shares (and cash) and one day later Deutsche Post exercised its option to sell to Deutsche Bank an additional 12.1% of the share capital in Postbank. Together with shares held at this point in time, Deutsche Bank's ownership in Postbank increased to 93.7%.

In March 2012, Postbank and Deutsche Bank's wholly owned subsidiary DB Finanz-Holding GmbH ("**DB Finanz-Holding**") agreed to enter into a domination and profit and loss transfer agreement according to Section 291 of the German Stock Corporation Act, with DB Finanz-Holding as controlling company and Postbank as dependent. The agreement became effective in June 2012 and reached final legal validity on 11 September 2012. Deutsche Bank's share in Postbank held at the end of 2013 is 94.1%.

Non-Core Operations Unit (NCOU)

In November 2012, Deutsche Bank established the NCOU to operate as a separate division alongside Deutsche Bank's core businesses. As set out in Strategy 2015+, Deutsche Bank's objectives in setting up the NCOU are to improve external transparency of its non-core positions; to increase management focus on the core operating businesses by separating the non-core activities; and to facilitate targeted accelerated de-risking.

The NCOU manages assets with a value of approximately € 50.7 billion and CRR/CRD 4 fully loaded RWA equivalent of € 57.7 billion, as of 31 March 2014.

During the first quarter 2014, the following changes in the organizational structure and composition of CB&S business segments affected NCOU: During the fourth quarter of 2013, the decision was taken to scale down and discontinue elements of the commodities business. The portfolios containing discontinued activities were aggregated under the Special Commodities Group (SCG), which has been subsequently transferred from CB&S to NCOU in the first quarter of 2014. SCG contains assets, liabilities and contingent risks related to Energy, Agriculture, Base Metals and Dry Bulk exposures. The comparatives for CB&S and NCOU have been restated, accordingly. The continued commodities business remains in CB&S.

In addition to managing Deutsche Bank's global principal investments and holding certain other non-core assets to maturity, targeted de-risking activities within the NCOU will help Deutsche Bank reduce risks that are not related to its planned future strategy, thereby reducing capital demand. In carrying out these targeted de-risking activities, the NCOU will prioritize for exit those positions with less favorable capital and risk return profiles to enable the Bank to strengthen its CRR/CRD 4 pro forma fully loaded Common Equity Tier 1 ratio.

The NCOU's portfolio includes activities that are non-core to the Bank's strategy going forward; assets materially affected by business, environment, legal or regulatory changes; assets earmarked for de-risking; assets suitable for separation; assets with significant capital absorption but low returns; and assets exposed to legal risks. In addition, certain liabilities were also assigned to the NCOU following similar criteria to those used for asset selection, e.g. liabilities of businesses in run-off or for sale, legacy bond issuance formats and various other short-dated liabilities, linked to assigned assets.

In RWA terms the majority now relates to legacy CB&S assets and includes credit correlation trading positions, securitization assets, exposures to monoline insurers and assets reclassified under IAS 39. NCOU's portfolio also includes legacy PBC assets such as selected foreign residential mortgages as well as other financial investments no longer deemed strategic for Postbank. The assets previously managed in the former Group Division Corporate Investments relate to the Bank's global principal investment activities and include Deutsche Bank's stakes in the port operator Maher Terminals and the casino/hotel The Cosmopolitan of Las Vegas.

During 2013, significant sales were executed from across portfolios, including € 3.2 billion of GIIPS bond exposures and a further U.S. \$ 2.5 billion of bonds from legacy investment portfolios of Postbank. In addition de-risking of approximately € 4 billion of CRE exposure including IAS 39 reclassified assets was completed in the period together with approximately € 4 billion of additional asset reductions generated by disposals from structured credit portfolios in the EU and U.S. regions.

Deutsche Bank has also made the following significant divestitures since 1 January 2011:

In December 2013, Deutsche Postbank AG completed the sale of an approximately £ 1.4 billion U.K. commercial real estate loan portfolio to GE Capital Real Estate.

In June 2013, PB Capital Corporation completed the sale of an approximately U.S. \$ 3.7 billion U.S. commercial real estate loan portfolio to San Francisco based Union Bank, N.A., an indirect subsidiary of Mitsubishi UFJ Financial Group, Inc.

In May 2013, Sicherungseinrichtungsgesellschaft deutscher Banken mbH ("**SdB**") fully repaid the remaining exposure (of which € 0.8 billion was allocated to the former Corporate Investments, now part of the NCOU) of ECB-eligible notes guaranteed by the SoFFin (Sonderfonds Finanzmarktstabilisierung, established in October 2008 by the German government in the context of the financial crisis).

In January 2013, Deutsche Bank completed the sale of its 15% participation in Dedalus GmbH & Co. KGaA, through which Deutsche Bank indirectly held approximately 1.1% of the shares in EADS N.V., for a consideration of approximately € 250 million.

In October 2012, Deutsche Bank exited its exposure to Actavis, the generic pharmaceuticals company, upon completion of Watson Pharmaceuticals' acquisition of the company.

In September 2012, Deutsche Bank signed an agreement regarding the sale of BHF-BANK AG to Kleinwort Benson Group and RHJ International. The transaction structure was revised in October 2013. Deutsche Bank closed the sale of BHF-BANK AG towards the end of March 2014 after the German Federal Financial Supervisory Authority, BaFin, had confirmed that it had no objections to this acquisition. Deutsche Bank received total consideration subject to closing purchase price adjustments of € 340 million, comprised of € 309 million in cash and € 31 million RHJ International shares issued at par value.

In November 2011, Deutsche Bank closed an agreement for the sale of its premises at Taunusanlage 12 in Frankfurt am Main to a closed-end real estate fund launched by DWS. The sales price for the property determined by independent valuations was approximately € 600 million. Deutsche Bank continues to use these premises as Group headquarters under a long-term lease.

In the course of 2011, the liquidity facility for FMS Wertmanagement Anstalt des öffentlichen Rechts, the winding-up agency of the Hypo Real Estate Group, of € 7.5 billion (of which € 6.4 billion was allocated to the former Corporate Investments and the remainder was allocated to other corporate divisions), in which Deutsche Bank participated in December 2010, was fully repaid.

Principal Markets

As of 31 March 2014, the Bank operated in 71 countries out of 2,853 branches worldwide, of which 66% were in Germany. Deutsche Bank offers a wide variety of investment, financial and related products and services to private individuals, corporate entities and institutional clients around the world.

ORGANISATIONAL STRUCTURE

Deutsche Bank AG is the parent company of a group consisting of banks, capital market companies, fund management companies, a property finance company, installment financing companies, research and consultancy companies and other domestic and foreign companies.

The following table presents an overview of the significant subsidiaries, determined by quantitative and qualitative criteria, which are held by the Company, both directly and indirectly. The Company owns 100% of the equity and voting rights in these subsidiaries, except for Deutsche Postbank AG, of which the Company owns shares representing approximately 94.1% of the equity and voting rights. These subsidiaries are included in Deutsche Bank's consolidated financial statements for the fiscal year ended 31 December 2013 and the three-month period ended 31 March 2014. Their principal countries of operation are the same as their countries of incorporation.

Name of Subsidiary	Registered office	Share of capital held	Voting rights
Taunus Corporation ⁽¹⁾	Delaware, United States	100%	100%
Deutsche Bank Americas Holding Corporation ⁽²⁾	Delaware, United States	100%	100%
German American Capital Corporation ⁽³⁾	Delaware, United States	100%	100%
DB U.S. Financial Markets Holding Corporation ⁽⁴⁾ .	Delaware, United States	100%	100%
Deutsche Bank Securities Inc. ⁽⁵⁾	Delaware, United States	100%	100%
DB Structured Products, Inc. ⁽⁶⁾	Delaware, United States	100%	100%
Deutsche Bank Trust Corporation ⁽⁷⁾	New York, United States	100%	100%
Deutsche Bank Trust Company Americas ⁽⁸⁾	New York, United States	100%	100%
Deutsche Bank Luxembourg S.A. ⁽⁹⁾	Luxembourg	100%	100%
Deutsche Bank Privat- und Geschäftskunden	Frankfurt am Main,	100%	100%

Name of Subsidiary	Registered office	Share of capital held	Voting rights
Aktiengesellschaft ⁽¹⁰⁾	Germany		
DB Finanz-Holding GmbH ⁽¹¹⁾	Frankfurt am Main, Germany	100%	100%
Deutsche Postbank AG ⁽¹²⁾	Bonn, Germany	94.1%	94.1%

- 1 Taunus Corporation is one of two top-level holding companies for Deutsche Bank's subsidiaries in the United States.
- 2 Deutsche Bank Americas Holding Corporation is a second tier holding company for subsidiaries in the United States.
- 3 German American Capital Corporation is engaged in purchasing and holding loans from financial institutions, trading and securitization of mortgage whole loans and mortgage securities, and providing collateralized financing to counterparties.
- 4 DB U.S. Financial Markets Holding Corporation is a second tier holding company for subsidiaries in the United States.
- 5 Deutsche Bank Securities Inc. is a U.S. company registered as a broker dealer and investment advisor with the Securities and Exchange Commission, a municipal advisor with the Municipal Securities Rulemaking Board, and a futures commission merchant with the Commodities Future Trading Commission. It is a member of the New York Stock Exchange and various other exchanges.
- 6 DB Structured Products, Inc. is a US subsidiary that has ceased engaging in new business and is in the process of voluntarily surrendering the various approvals and licenses it holds in respect of mortgage-related activities.
- 7 Deutsche Bank Trust Corporation is a bank holding company under Federal Reserve Board regulations.
- 8 Deutsche Bank Trust Company Americas is a New York State-chartered bank and member of the Federal Reserve System. It originates loans and other forms of credit, accepts deposits, arranges financings and provides numerous other commercial banking and financial services.
- 9 The primary business of this company comprises Treasury and Markets activities, especially as a major supplier of Euro liquidity for Deutsche Bank Group. Further business activities are the international loan business, where the bank acts as lending office for continental Europe and as risk hub for the credit portfolio strategies group, and private banking. The company serves private individuals, affluent clients and small business clients with banking products.
- 10 The company serves private individuals, affluent clients and small business clients with banking products.
- 11 The company holds the majority stake in Deutsche Postbank AG.
- 12 The business activities of this company comprise retail banking, business with corporate customers, money and capital markets activities as well as home savings loans.

TREND INFORMATION

Statement of no Material Adverse Change

There has been no material adverse change in the prospects of Deutsche Bank since 31 December 2013.

Recent Developments and Outlook

In April and May 2014, CB&S saw an ongoing challenging market environment with low customer volumes and low volatilities in many key areas. Based on its performance since 31 March 2014, Deutsche Bank expects that CB&S revenues in the second quarter of 2014 may be lower than in the same period in 2013 by a similar to slightly greater extent than the year-over-year decline experienced in the first quarter of 2014, also affecting income before income taxes in the second quarter 2014 versus the corresponding period in 2013. Fixed income revenues have largely declined in the second quarter of 2014 versus the same period in 2013 at a pace that is broadly similar to that experienced in the first quarter of 2014, while equities revenues, which had increased in the first quarter of 2014, are now trending downward versus the same period in 2013. PBC's income before income taxes in the first two months of the second quarter 2014 was below the comparison period 2013. Disregarding the positive impact of certain events in Postbank in 2013, income before income taxes in April and May 2014 was broadly in line with the prior year period, with higher revenues and a decline in provision for credit losses reflecting a continued positive economic environment in Germany, partly offset by a higher cost base, mainly related to higher cost-to-achieve as part of Deutsche Bank's OpEx program and higher infrastructure expenses. Since 31 March 2014, GTB has recorded an improvement in income before income taxes versus the comparison period 2013 supported by a growth in underlying revenues in line with Deutsche Bank's strategy and a lower cost base.

DeAWM's performance in the first two months of the second quarter 2014 improved versus the comparison period 2013, mainly driven by lower costs to achieve in connection with the Operational Excellence (OpEx) program and cost efficiencies resulting from an improved operating and technology platform, partly offset by slightly lower revenues. Loss before income taxes in the NCOU increased in the two-month period ended 31 May 2014 as compared to the same period in 2013. Lower revenues and an improved cost base that reflect the effects from Deutsche Bank's derisking strategy were more than offset by a one-time event. In early June 2014, with effect for accounting purposes in May 2014, Deutsche Bank decided to replace current external debt financing of Maher Terminals, which it holds in the NCOU, with financing from within the Group, beginning in July of 2014. In line with the hedge accounting rules of IAS 39, this decision triggered the transfer of the € 314 million of accumulated mark-to-market loss on a swap transaction relating to that debt financing from other comprehensive income to the profit and loss statement in May 2014.

On 28 April 2014, the Management Board of Deutsche Bank AG resolved with the approval of the Chairman's Committee of the Supervisory Board to undertake an inaugural multi-currency issuance of Additional Tier 1 notes. The transaction had a total volume of approximately € 3.5 billion and was the first step towards reaching the overall targeted volume of approximately € 5 billion of CRR/CRD 4 compliant Additional Tier 1 capital which Deutsche Bank plans to issue by the end of 2015. The transaction included the offering of the € 1.75 billion Undated Non-cumulative Fixed to Reset Rate Additional Tier 1 Notes (the "**Euro AT1 Notes**"), the £ 650 million Undated Non-cumulative Fixed to Reset Rate Additional Tier 1 Notes (the "**GBP AT1 Notes**") and the \$ 1.25 billion Undated Non-cumulative Fixed to Reset Rate Additional Tier 1 Notes (the "**USD AT1 Notes**" and, together with the Euro AT1 Notes and the GBP AT1 Notes, the "**AT1 Notes**") which were issued by Deutsche Bank in May 2014. The AT1 Notes are intended to qualify as Additional Tier 1 instruments within the meaning of Art. 52(1) CRR. The AT1 Notes were issued with warrants attached that provide the right to subscribe for a total of 30,250 new ordinary shares of Deutsche Bank AG.

On 15 May 2014, Deutsche Bank announced that it reached an agreement with Blackstone Real Estate Partners VII to sell Nevada Property 1 LLC, the owner of The Cosmopolitan of Las Vegas, a leading resort and casino. In the transaction, Blackstone Real Estate Partners VII will acquire 100% of The Cosmopolitan of Las Vegas for U.S. \$ 1.73 billion, which will be paid in cash. The transaction is subject to regulatory approvals. Deutsche Bank expects the sale to have a net positive impact on Deutsche Bank's CRR/CRD 4 fully loaded Common Equity Tier 1 ratio of approximately five basis points upon closing of the transaction. The Cosmopolitan of Las Vegas is held within Deutsche Bank's Non-Core Operations Unit (NCOU).

On May 18, 2014, Deutsche Bank announced a capital increase with proceeds expected to be approximately € 8 billion. The announced transaction includes the issuance of new shares with proceeds of € 1.75 billion to the anchor investor (as described below) and a fully underwritten rights issue expected to raise EUR 6.3 billion of new equity.

On May 18, 2014, Deutsche Bank announced that it has agreed to place 59,931,506 new shares at a price of € 29.20 per share with Paramount Services Holdings Ltd., an investment vehicle ultimately beneficially owned and controlled by His Excellency Sheikh Hamad bin Jassim Bin Jabor al Thani, who intends to remain an anchor investor in Deutsche Bank (the "**Anchor Investment**"). The transaction, which Deutsche Bank structured as a capital increase excluding subscription rights, was not subject to the registration requirements of the U.S. Securities Act, and was not offered or sold in the United States.

On June 25, 2014, Deutsche Bank announced that it has completed the capital increase from authorised capital against cash contributions it announced on May 18, 2014. The number of shares of Deutsche Bank AG has increased by 359.8 million, from 1,019.5 million to 1,379.3 million, reflecting both the capital increase without subscription rights of 59.9 million shares completed earlier, and the Bank's public offering of new shares via subscription rights. The gross proceeds of these transactions amounted to EUR 8.5 billion.

ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES

In accordance with German law, Deutsche Bank has both a **Management Board** (*Vorstand*) and a **Supervisory Board** (*Aufsichtsrat*). These Boards are separate; no individual may be a member of both.

The Supervisory Board appoints the members of the Management Board and supervises the activities of this Board. The Management Board represents Deutsche Bank and is responsible for the management of its affairs.

The **Management Board** consists of:

Jürgen Fitschen	Co-Chairman
Anshuman Jain	Co-Chairman
Stefan Krause	Chief Financial Officer
Dr. Stephan Leithner	Chief Executive Officer Europe (except Germany and UK), Human Resources, Legal & Compliance, Government & Regulatory Affairs, Corporate Governance, Regional Management
Stuart Wilson Lewis	Chief Risk Officer
Rainer Neske	Private & Business Clients
Henry Ritchotte	Chief Operating Officer

The **Supervisory Board** consists of the following members:

Dr. Paul Achleitner	Chairman of the Supervisory Board of Deutsche Bank AG, Frankfurt
Alfred Herling*	Deputy Chairman Chairman of the Combined Staff Council Wuppertal/Sauerland of Deutsche Bank; Chairman of the General Staff Council of Deutsche Bank; Chairman of the Group Staff Council of Deutsche Bank; Member of the European Staff Council
Frank Bsirske*	Chairman of the trade union ver.di (Vereinte Dienstleistungsgewerkschaft), Berlin
John Cryan	President Europe, Head Africa, Head Portfolio Strategy, Head Credit Portfolio Temasek International Pte Ltd., Singapore
Dina Dublon	Non-executive member of the boards of Accenture Plc, Microsoft Corporation and PepsiCo Inc.
Katherine Garrett-Cox	Chief Executive Officer of Alliance Trust PLC, Dundee
Timo Heider*	Chairman of the Group Staff Council of Deutsche Postbank AG; Chairman of the General Staff Council of BHW Bausparkasse AG, Postbank Finanzberatung AG and BHW Kreditservice GmbH; Chairman of the Staff Council of BHW Bausparkasse AG, BHW Kreditservice GmbH, Postbank Finanzberatung AG and BHW Holding AG; Member of the Group Staff Council of Deutsche Bank; Member of the European Staff Council
Sabine Irrgang*	Head of Human Resources Management (Baden and Württemberg), Deutsche Bank AG
Prof. Dr. Henning Kagermann	President of acatech - German Academy of Science and Engineering, Munich
Martina Klee*	Chairperson of the Staff Council Group COO Eschborn/Frankfurt of Deutsche Bank

Suzanne Labarge**	Non-executive member of the boards of Coca-Cola Enterprises Inc. and XL Group PLC
Peter Löscher	Chief Executive Officer of Renova Management AG
Henriette Mark*	Chairperson of the Combined Staff Council Munich and Southern Bavaria of Deutsche Bank; Member of the Group and General Staff Councils of Deutsche Bank; Chairperson of the European Staff Council of Deutsche Bank
Gabriele Platscher*	Chairperson of the Combined Staff Council Braunschweig/Hildesheim of Deutsche Bank
Bernd Rose*	Chairman of the joint General Staff Council of Postbank Filialvertrieb AG and Postbank Filial GmbH
Rudolf Stockem*	Secretary to the trade union ver.di (Vereinte Dienstleistungsgewerkschaft), Berlin
Stephan Szukalski*	Federal Chairman of the German Association of Bank Employees (Deutscher Bankangestellten-Verband: DBV), Chairman of the Staff Council of Betriebs-Center für Banken AG
Dr. Johannes Teysen	Chairman of the Management Board of E.ON SE, Dusseldorf
Georg F. Thoma	Partner, Shearman & Sterling LLP, Frankfurt
Prof. Dr. Klaus Rüdiger Trützschler	Member of various supervisory boards

* elected by the employees in Germany

** until 30 June 2014

The members of the Management Board accept membership on the Supervisory Boards of other corporations within the limits prescribed by law.

The business address of each member of the Management Board and of the Supervisory Board of Deutsche Bank is Taunusanlage 12, 60325 Frankfurt am Main, Germany.

There are no conflicts of interest between any duties to Deutsche Bank and the private interests or other duties of the members of the Supervisory Board and the Management Board.

Deutsche Bank has issued and made available to its shareholders the declaration prescribed by § 161 AktG.

MAJOR SHAREHOLDERS

Deutsche Bank is neither directly nor indirectly owned nor controlled by any other corporation, by any government or by any other natural or legal person severally or jointly.

Pursuant to German law and the Deutsche Bank's Articles of Association, to the extent that the Bank may have major shareholders at any time, it may not give them different voting rights from any of the other shareholders.

Deutsche Bank is aware of no arrangements which may at a subsequent date result in a change in control of the company.

The German Securities Trading Act (*Wertpapierhandelsgesetz*) requires investors in publicly-traded corporations whose investments reach certain thresholds to notify both the corporation and the BaFin of such change within four trading days. The minimum disclosure threshold is 3% of the corporation's issued voting share capital. Deutsche Bank has been notified that as of 22 December 2010 BlackRock, Inc., New York, holds 5.14% Deutsche Bank shares. To the Bank's knowledge, H.E. Sheikh Hamad Bin Jassim Bin Jabor Al-Thani, Doha, Qatar, holds 5.83% Deutsche Bank shares.

FINANCIAL INFORMATION CONCERNING DEUTSCHE BANK'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES

Historical Financial Information / Financial Statements

Deutsche Bank's consolidated financial statements for the financial years 2012 and 2013 are incorporated by reference in, and form part of, this Prospectus (see section "Documents incorporated by reference" on page 905).

Pursuant to Regulation (EC) No 1606/2002 and accompanying amendments to the HGB, the consolidated financial statements for the years ended 31 December 2012 and 2013 were prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB) and endorsed by the European Union.

Auditing of Historical Annual Financial Information

KPMG audited Deutsche Bank's non-consolidated and consolidated financial statements for the fiscal years 2012 and 2013. In each case an unqualified auditor's certificate has been provided.

Interim Financial Information

The unaudited interim report as of 31 March 2014 of the Deutsche Bank Group is incorporated by reference in, and forms part of, this Prospectus (see section "Documents incorporated by reference" on page 905).

Legal and Arbitration Proceedings

The Group operates in a legal and regulatory environment that exposes it to significant litigation risks. As a result, the Group is involved in litigation, arbitration and regulatory proceedings and investigations in Germany and in a number of jurisdictions outside Germany, including the United States, arising in the ordinary course of business.

Other than set out herein, Deutsche Bank is not involved (whether as defendant or otherwise) in, nor does it have knowledge of, any pending or threatened legal, arbitration, administrative or other proceedings that may have, or have had in the recent past, a significant effect on the financial position or profitability of the Bank or Deutsche Bank Group. Furthermore, other than as set out herein, there have been no legal, arbitration, administrative or other proceedings within the last twelve months and no such proceedings have been concluded during such period which may have, or have had in the recent past, a significant effect on the financial position or profitability of the Bank or Deutsche Bank Group.

City of Milan Matters

In January 2009, the City of Milan (the "**City**") issued civil proceedings in the District Court of Milan against Deutsche Bank and three other banks (together the "**Banks**") in relation to a 2005 bond issue by the City (the "**Bond**") and a related swap transaction which was subsequently restructured several times between 2005 and 2007 (the "**Swap**") (the Bond and Swap together, the "**Transaction**"). The City sought damages and/or other remedies on the grounds of alleged fraudulent and deceitful acts and alleged breach of advisory obligations. During March 2012, the City and the Banks agreed to discharge all existing civil claims between them in respect of the Transaction, with no admission of liability by the Banks. While some aspects of the Swap remain in place between Deutsche Bank and the City, others were terminated as part of the civil settlement. As a further condition of the civil settlement, the sums seized from the Banks by the

Milan Prosecutor (in the case of Deutsche Bank, € 25 million) were returned by the Prosecutor to the Banks, despite this seizure having been part of the trial described below. Deutsche Bank also received a small interest payment in respect of the seized sum.

In March 2010, at the Milan Prosecutor's request, the Milan judge of the preliminary hearing approved the indictment of each of the Banks and certain of their employees (including two current employees of Deutsche Bank). The indictments of the employees were for alleged criminal offences relating to the Swap and subsequent restructuring, in particular fraud against a public authority. The Banks were charged with an administrative (non-criminal) offence of having systems and controls that did not prevent the employees' alleged crimes. A first instance verdict was handed down on 19 December 2012. This verdict found all the Banks and certain employees, including the two Deutsche Bank employees, guilty of the charges against them. A reasoned judgment was handed down on 3 February 2013. Deutsche Bank and its employees filed appeals of this judgment in May 2013, and the appeals commenced on 30 January 2014. On 7 March 2014, the Milan Court of Appeal upheld all the grounds of appeal and quashed both the criminal convictions of the employees and the administrative liability of the Banks. The prosecutor has yet to decide whether to appeal to the Supreme Court.

Corporate Securities Matters

Deutsche Bank and Deutsche Bank Securities Inc. ("**DBSI**") regularly act in the capacity of underwriter and sales agent for debt and equity securities of corporate issuers and are from time to time named as defendants in litigation commenced by investors relating to those securities.

Deutsche Bank and DBSI, along with numerous other financial institutions, have been sued in the United States District Court for the Southern District of New York in various actions in their capacity as underwriters and sales agents for debt and equity securities issued by American International Group, Inc. ("**AIG**") between 2006 and 2008. The complaint alleges, among other things, that the offering documents failed to reveal that AIG had substantial exposure to losses due to credit default swaps, that AIG's real estate assets were overvalued, and that AIG's financial statements did not conform to GAAP. Fact discovery is complete. On 30 January 2014, the Court stayed the case until the Supreme Court renders its decision in *Halliburton*, a case involving unrelated parties but relating to the legal issue of class certification. The underwriter and sales agent defendants, including Deutsche Bank and DBSI, received a customary agreement to indemnify from AIG as issuer in connection with the offerings, upon which they have notified AIG that they are seeking indemnity.

DBSI, along with numerous other financial institutions, was named as a defendant in a putative class action lawsuit pending in the United States District Court for the Southern District of New York relating to alleged misstatements and omissions in the registration statement of General Motors Company ("**GM**") in connection with GM's 18 November 2010 initial public offering ("**IPO**"). DBSI acted as an underwriter for the offering. A motion to dismiss has been fully briefed and is pending. The underwriters, including DBSI, received a customary agreement to indemnify from GM as issuer in connection with the offerings, upon which they have notified GM that they are seeking indemnity.

DBSI, along with other financial institutions, was named as a defendant in a putative class action lawsuit pending in the United States District Court for the Southern District of New York in April 2009 alleging material misstatements and/or omissions in the offering documents of General Electric Co.'s ("**GE**") October 2008 Common Stock Offering. DBSI acted as an underwriter in the offering. A settlement between GE and the plaintiffs has been reached and was approved by the Court on 6 September 2013. On 3 October 2013, a shareholder of GE filed a notice of appeal challenging the settlement which was withdrawn on 11 March 2014.

CO2 Emission Rights

The Frankfurt am Main Office of Public Prosecution (the "**OPP**") is investigating alleged value-added tax (VAT) fraud in connection with the trading of CO2 emission rights by certain trading firms, some of which also engaged in trading activity with Deutsche Bank. The OPP alleges that certain employees of Deutsche Bank knew that their counterparties were part of a fraudulent scheme to avoid VAT on transactions in CO2 emission rights, and it searched Deutsche Bank's head office and London branch in April 2010 and issued

various requests for documents. In December 2012, the OPP widened the scope of its investigation and again searched Deutsche Bank's head office. It alleges that certain employees deleted e-mails of suspects shortly before the 2010 search and failed to issue a suspicious activity report under the Anti-Money Laundering Act which, according to the OPP, was required. It also alleges that Deutsche Bank filed an incorrect VAT return for 2009, which was signed by two members of the Management Board, and incorrect monthly returns for September 2009 to February 2010. Deutsche Bank is cooperating with the OPP.

Credit Default Swap Antitrust Matters

On 1 July 2013, the European Commission (EC) issued a Statement of Objections (the "**SO**") against Deutsche Bank, Markit Group Limited (Markit), the International Swaps and Derivatives Association, Inc. (ISDA), and twelve other banks alleging anti-competitive conduct under Article 101 of the Treaty on the Functioning of the European Union (TFEU) and Article 53 of the European Economic Area Agreement (the "**EEA Agreement**"). The SO sets forth preliminary conclusions of the EC that (i) attempts by certain entities to engage in exchange trading of unfunded credit derivatives were foreclosed by improper collective action in the period from 2006 through 2009, and (ii) the conduct of Markit, ISDA, Deutsche Bank and the twelve other banks constituted a single and continuous infringement of Article 101 of the TFEU and Article 53 of the EEA Agreement. If the EC finally concludes that infringement occurred, it may seek to impose fines and other remedial measures on Deutsche Bank, Markit, ISDA and the twelve other banks. Deutsche Bank filed a response contesting the EC's preliminary conclusions in January 2014. Deutsche Bank will have the opportunity to present the key elements of its response at an oral hearing.

Credit Default Swaps Antitrust Litigation

Several putative civil actions have been filed in federal court in the United States District Court for the Southern District of New York and the United States District Court for the Northern District of Illinois against Deutsche Bank and numerous other credit default swap (CDS) dealer banks. All of the complaints allege that the banks conspired to prevent the establishment of exchange traded CDS, with the effect of raising prices for over-the-counter CDS transactions, and seek to represent a class of individuals and entities located in the United States or abroad who, during a period from about October 2008 through the present, directly purchased CDS from or directly sold CDS to the defendants in the United States. All of these CDS civil actions were consolidated for pre-trial purposes and lead plaintiffs filed a consolidated amended complaint, followed by a second amended complaint. Defendants intend to file a motion to dismiss the second amended complaint.

Credit Correlation

Certain regulatory authorities are investigating Deutsche Bank's bespoke credit correlation trading book and certain risks within that book, during the credit crisis. Issues being examined include the methodology used to value positions in the book as well as the robustness of controls governing the application of valuation methodologies. Deutsche Bank is cooperating with those investigations.

Esch Funds Litigation

Sal. Oppenheim jr. & Cie. AG & Co. KGaA ("**Sal. Oppenheim**") was prior to its acquisition by Deutsche Bank in 2010 involved in the marketing and financing of participations in closed end real estate funds. These funds were structured as Civil Law Partnerships under German law. Usually, Josef Esch Fonds-Project GmbH performed the planning and project development. Sal. Oppenheim held an indirect interest in this company via a joint-venture. In relation to this business a number of civil claims have been filed against Sal. Oppenheim. Some but not all of these claims are also directed against former managing partners of Sal. Oppenheim and other individuals. The claims brought against Sal. Oppenheim relate to investments of originally approximately € 1.1 billion. The investors are seeking to unwind their fund participation and to be indemnified against potential losses and debt related to the investment. The claims are based in part on an alleged failure of Sal. Oppenheim to provide adequate information on related risks and other material aspects important for the investors' decision. The District Court Bonn dismissed seven lawsuits against Sal. Oppenheim. Two plaintiffs filed appeals against these decisions. In one lawsuit the District Court Frankfurt held that Sal. Oppenheim must fully unwind the investment. Sal. Oppenheim has appealed this decision.

FX Investigations and Litigations

Deutsche Bank has received requests for information from certain regulatory authorities globally who are investigating trading in the foreign exchange market. The Bank is cooperating with those investigations. The investigations underway have the potential to result in the imposition of significant financial penalties and other consequences for the Bank. Relatedly, Deutsche Bank is conducting its own internal global review of foreign exchange trading. In connection with this review, the Bank has taken, and will continue to take, disciplinary action with regards to individuals if merited. Deutsche Bank is also named as a defendant in a consolidated putative class action brought in the United States District Court for the Southern District of New York alleging antitrust claims relating to the alleged manipulation of foreign exchange rates.

Hiring Practices Inquiries

Certain regulatory authorities are examining Deutsche Bank's hiring practices in the Asia-Pacific region to determine if any candidates were hired on the basis of referrals from executives at governmental entities (including state-owned enterprises) in potential violation of the Foreign Corrupt Practices Act or similar laws. Deutsche Bank is cooperating with these inquiries.

Hydro Dispute

Deutsche Bank was involved in legal proceedings with respect to a hydropower project in Albania. On the other side were two Italian companies, BEG SpA and Hydro Srl. BEG is Deutsche Bank's joint venture partner with respect to the project; Hydro was the joint venture vehicle (owned 55 % by BEG and 45 % by Deutsche Bank). The dispute centered around whether Deutsche Bank had an obligation to fund construction of the project in full. Deutsche Bank's position was that its sole funding obligation with respect to the project was to provide an equity injection of up to € 35 million, which obligation it has fulfilled.

Initially, Deutsche Bank was defendant in an arbitration claim from Hydro in Italy for damages of € 411 million for alleged failure to finance the construction of the project ("**Rome 1**"). In November 2011, the arbitration panel ruled that there was evidence of some (unspecified) further financing commitment on Deutsche Bank's part, and issued an award of approximately € 29 million against Deutsche Bank. Deutsche Bank appealed to the Court of Appeal in Rome for the award to be set aside. The Court affirmed the award in July 2013.

Deutsche Bank responded to the Rome 1 arbitration by bringing a claim against BEG in an International Chamber of Commerce (ICC) arbitration in Paris. The ICC tribunal's award, which was issued in April 2013, confirmed inter alia that Deutsche Bank had fulfilled its obligations in respect of the project to date and that (contrary to the findings of the Italian arbitration panel) no further financing commitment exists on the Bank's part. The ICC tribunal also dismissed BEG's counterclaim of € 242 million in full.

In the fourth quarter of 2012, Hydro launched a new arbitration against Deutsche Bank in Italy ("**Rome 2**"). Hydro sought damages of approximately € 490 million in respect of historic losses, with a further € 200 million in respect of future losses should the concession to build the power plant be revoked. In August 2013 the Rome 2 panel issued an award of € 396 million against Deutsche Bank.

In June 2013, Deutsche Bank commenced a new arbitration before the ICC tribunal in Paris, seeking inter alia recovery of any sums paid by the Bank in connection with the Rome 1 or Rome 2 arbitrations.

On 30 October 2013, Deutsche Bank entered into a settlement with BEG SpA and Hydro Srl resolving all outstanding proceedings and disputes between the parties. The financial terms of the settlement were not material to Deutsche Bank.

IBEW Local 90 Class Action

Deutsche Bank and certain of its officers have been named as defendants in a putative class action pending in the United States District Court for the Southern District of New York brought on behalf of all persons who acquired Deutsche Bank ordinary shares between 3 January 2007 and 16 January 2009 (the "**class period**"). In an amended complaint, plaintiff alleges that during the class period, the value of

Deutsche Bank's securities was inflated due to alleged misstatements or omissions on Deutsche Bank's part regarding the potential exposure to Deutsche Bank arising out of the MortgageIT, Inc. acquisition, and regarding the potential exposure arising from Deutsche Bank's RMBS (residential mortgage-backed securities) and CDO (collateralized debt obligations) portfolio during the class period. Claims are asserted under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, and Rule 10b-5 thereunder. Defendants moved to dismiss the amended complaint. By decision dated 27 March 2013, the Court largely denied the motion to dismiss as to Deutsche Bank and all but one of the individual defendants. The Court dismissed all claims by class members who acquired shares outside the United States. Plaintiffs moved for class action certification on 1 July 2013. Following an evidentiary hearing, the Court issued its decision on 29 October 2013 denying Plaintiffs' motion. On 2 January 2014, the parties informed the Court that a settlement in principle had been reached that will provide for dismissal of the action with prejudice. In response, on 6 January 2014, the Court ordered that the action be discontinued without costs to any party and without prejudice to restore the action if such application is made by 3 February 2014. On 29 January 2014, the parties informed the Court that a final settlement had been completed and requested the Court to provide a dismissal of the action with prejudice. The financial terms of this settlement are not material to Deutsche Bank.

Interbank Offered Rates Matters

Deutsche Bank has received subpoenas and requests for information from various regulatory and law enforcement agencies in Europe, North America and Asia Pacific in connection with industry-wide investigations concerning the setting of London Interbank Offered Rate (LIBOR), Euro Interbank Offered Rate (EURIBOR), Tokyo Interbank Offered Rate (TIBOR) and other interbank offered rates. Deutsche Bank is cooperating with these investigations.

The investigations underway have the potential to result in the imposition of significant financial penalties and other consequences for the Bank.

On 4 December 2013, Deutsche Bank announced that it had reached a settlement with the European Commission as part of a collective settlement to resolve the European Commission's investigations in relation to anticompetitive conduct in the trading of Euro interest rate derivatives and Yen interest rate derivatives. Under the terms of the settlement agreement, Deutsche Bank agreed to pay € 466 million for the Euro interest rate derivatives and € 259 million for the Yen interest rate derivatives matters, respectively, or € 725 million in total. The settlement amount was already substantially reflected in Deutsche Bank's existing litigation reserves, and no material additional reserves were necessary. The settlement amount reflects the high market share held by Deutsche Bank in certain of the markets investigated by the European Commission. Deutsche Bank remains exposed to civil litigation and further regulatory action relating to these benchmarks.

In the period from mid-2012 to early 2014, four financial institutions entered into settlements with the U.K. Financial Services Authority, U.S. Commodity Futures Trading Commission and U.S. Department of Justice (DOJ). While the terms of the various settlements differed, they all involved significant financial penalties and regulatory consequences. For example, two financial institutions' settlements included a Deferred Prosecution Agreement, pursuant to which the DOJ agreed to defer prosecution of criminal charges against the applicable entity provided that the financial institution satisfies the terms of the Deferred Prosecution Agreement. The terms of the other two financial institutions' settlements included Non-Prosecution Agreements, pursuant to which the DOJ agreed not to file criminal charges against the entities so long as certain conditions are met. In addition, affiliates of two of the financial institutions agreed to plead guilty to a crime in a United States court for related conduct.

A number of civil actions, including putative class actions, are pending in federal court in the United States District Court for the Southern District of New York (SDNY) against Deutsche Bank and numerous other banks. All but two of these actions were filed on behalf of parties who allege that they held or transacted in U.S. Dollar LIBOR-based derivatives or other financial instruments and sustained losses as a result of purported collusion or manipulation by the defendants relating to the setting of U.S. Dollar LIBOR. With two exceptions, all of the civil actions pending in the SDNY concerning U.S. Dollar LIBOR are being coordinated as part of a multidistrict litigation (U.S. Dollar LIBOR MDL). In March 2013, the District Court dismissed the federal and state antitrust claims, claims asserted under the Racketeer Influenced and

Corrupt Organizations Act (RICO) and certain state law claims that had been asserted in six amended complaints. Appeals to the United States Court of Appeals for the Second Circuit were dismissed as premature; a petition for a writ of certiorari seeking review of the Second Circuit's decision has since been filed in the United States Supreme Court by plaintiffs in one of the actions. Various motions are pending before the District Court. Additional complaints relating to the alleged manipulation of U.S. Dollar LIBOR have been filed in, removed to, or transferred to the SDNY and are being coordinated as part of the U.S. Dollar LIBOR MDL. These additional actions have been stayed. One other action against Deutsche Bank and other banks concerning U.S. Dollar LIBOR was recently filed in the Northern District of California; a request has been made to the Judicial Panel on Multidistrict Litigation to have this case transferred to the SDNY for coordination with the U.S. Dollar LIBOR MDL. An additional action concerning U.S. Dollar LIBOR is independently pending in the SDNY and is subject to a pending motion to dismiss.

A putative class action was filed against Deutsche Bank and other banks concerning the alleged manipulation of Yen LIBOR and Euroyen TIBOR. On 28 March 2014, the Court granted defendants' motions to dismiss claims asserted under U.S. federal antitrust laws and for unjust enrichment, but denied defendants' motions as to certain claims asserted under the Commodity Exchange Act. Motions for reconsideration of the denial of defendants' motions are pending. Deutsche Bank is also a defendant in a putative class action concerning the alleged manipulation of Euribor. Defendants' time to respond to that complaint has been stayed pending further amendments to the complaint. Claims for damages in these cases have been asserted under various legal theories, including violations of the Commodity Exchange Act, federal and state antitrust laws, the Racketeer Influenced and Corrupt Organizations Act, and other federal and state laws.

Kaupthing CLN Claims

In June 2012, Kaupthing hf, an Icelandic stock corporation, (acting through its Winding-up Committee) issued Icelandic law clawback claims for approximately € 509 million (plus interest) against Deutsche Bank in both Iceland and England. The claims relate to leveraged credit linked notes, referencing Kaupthing, issued by Deutsche Bank to two British Virgin Island Special Purpose Vehicles ("SPVs") in 2008. The SPVs were ultimately owned by high net worth individuals. Kaupthing claims to have funded the SPVs and alleges that Deutsche Bank was or should have been aware that Kaupthing itself was economically exposed in the transactions. It is claimed that the transactions are voidable by Kaupthing on a number of alternative grounds, including the ground that the transactions were improper because one of the alleged purposes of the transactions was to allow Kaupthing to influence the market in its own CDS (credit default swap) spreads and thereby its listed bonds. Additionally, in November 2012, an English law claim (with allegations similar to those featured in the Icelandic law claims) was commenced by Kaupthing against Deutsche Bank in London. Deutsche Bank filed its defense in the Icelandic proceedings in late February 2013 and continues to defend the claims.

Kirch Litigation

In May 2002, Dr. Leo Kirch personally and as an assignee of two entities of the former Kirch Group, i.e., PrintBeteiligungs GmbH and the group holding company TaurusHolding GmbH & Co. KG, initiated legal action against Dr. Rolf-E. Breuer and Deutsche Bank alleging that a statement made by Dr. Breuer (then the Spokesman of Deutsche Bank's Management Board) regarding the Kirch Group in an interview with Bloomberg television on 4 February 2002, was in breach of laws and resulted in financial damage.

On 24 January 2006, the German Federal Supreme Court sustained the action for the declaratory judgment only in respect of the claims assigned by PrintBeteiligungs GmbH. Such action and judgment did not require a proof of any loss caused by the statement made in the interview. PrintBeteiligungs GmbH is the only company of the Kirch Group which was a borrower of Deutsche Bank. Claims by Dr. Kirch personally and by Taurus-Holding GmbH & Co. KG were dismissed. In May 2007, Dr. Kirch filed an action for payment of approximately € 1.3 billion plus interest as assignee of PrintBeteiligungs GmbH against Deutsche Bank and Dr. Breuer. On 22 February 2011, the District Court Munich I dismissed the lawsuit in its entirety. Dr. Kirch filed an appeal against the decision.

On 31 December 2005, KGL Pool GmbH filed a lawsuit against Deutsche Bank and Dr. Breuer. The lawsuit was based on alleged claims assigned from various subsidiaries of the former Kirch Group. KGL Pool

GmbH sought a declaratory judgment to the effect that Deutsche Bank and Dr. Breuer are jointly and severally liable for damages as a result of the interview statement and the behavior of Deutsche Bank in respect of several subsidiaries of the Kirch Group. In December 2007, KGL Pool GmbH supplemented this lawsuit by a motion for payment of approximately € 2.0 billion plus interest as compensation for the purported damages which two subsidiaries of the former Kirch Group allegedly suffered as a result of the statement by Dr. Breuer. On 31 March 2009, the District Court Munich I dismissed the lawsuit in its entirety. KGL Pool GmbH appealed the decision. On 14 December 2012, the appellate court altered the judgment by District Court Munich I and held that Deutsche Bank and Dr. Breuer are liable for damages assigned by one subsidiary of the former Kirch Group and claimed under the motion for payment, rendered a declaratory judgment in favor of certain subsidiaries and dismissed the claims assigned by certain other subsidiaries. On 12 March 2013, the appellate court handed down the written judgment containing the reasons for its decisions. Deutsche Bank and Dr. Breuer filed a request for leave to appeal with the German Federal Supreme Court. The appellate court asked a valuation expert to opine on the market value of ProSiebenSat.1 shares held by Kirch Media before the interview to facilitate its decision on the alleged damages underlying the payment claim.

On 20 February 2014, at a court hearing before the Munich appellate court, the heir of Dr. Leo Kirch, as plaintiff in the Printbeteiligungs case, and KGL Pool GmbH on the one side and Deutsche Bank on the other side entered into a settlement agreement pursuant to which Deutsche Bank agreed to pay € 775 million (plus interest at the rate of 5 % p.a. since 24 March 2011 and costs in the amount of € 40 million) in consideration for the plaintiffs withdrawing their claims.

The public prosecutor's office in Munich is currently conducting criminal investigations against several former Management Board members and two current Management Board members of Deutsche Bank AG, Juergen Fitschen and Stephan Leithner, in connection with the Kirch case. The public prosecutors are investigating whether the two current Management Board members failed to correct in a timely manner factual statements made by Deutsche Bank's litigation counsel in submissions filed in a civil case between Kirch and Deutsche Bank AG before the Munich Higher Regional Court and the Federal Court of Justice, after allegedly having become aware that such statements were not correct. Under German law, a party in a civil litigation is under a statutory duty to make sure all factual statements made by it in court are accurate. The two current Management Board members are targets of the criminal investigation because (unlike the other current Management Board members of the Bank) they are alleged to have had special knowledge or responsibility in relation to the Kirch case. The investigation involving former Management Board members is based on the allegation that the former Management Board members gave incorrect testimony to the Munich Higher Regional Court.

The Supervisory Board and the Management Board of the Bank have obtained opinions from an international law firm and a retired president of one of the leading courts of appeal in Germany to the effect that there is no basis for the accusation of criminal wrongdoing made by the public prosecutors against the two current Management Board members. Deutsche Bank is cooperating with the Munich public prosecutor's office.

KOSPI Index Unwind Matters

Following the decline of the Korea Composite Stock Price Index 200 ("**KOSPI 200**") in the closing auction on 11 November 2010 by approximately 2.7 %, the Korean Financial Supervisory Service ("**FSS**") commenced an investigation and expressed concerns that the fall in the KOSPI 200 was attributable to a sale by Deutsche Bank of a basket of stocks, worth approximately € 1.6 billion, that was held as part of an index arbitrage position on the KOSPI 200. On 23 February 2011, the Korean Financial Services Commission, which oversees the work of the FSS, reviewed the FSS' findings and recommendations and resolved to take the following actions: (i) to file a criminal complaint to the Korean Prosecutor's Office for alleged market manipulation against five employees of the Deutsche Bank group and Deutsche Bank's subsidiary Deutsche Securities Korea Co. (DSK) for vicarious liability; and (ii) to impose a suspension of six months, commencing 1 April 2011 and ending 30 September 2011, of DSK's business for proprietary trading of cash equities and listed derivatives and DMA (direct market access) cash equities trading, and the requirement that DSK suspend the employment of one named employee for six months. There was an exemption to the business suspension which permitted DSK to continue acting as liquidity provider for existing derivatives linked securities. On 19 August 2011, the Korean Prosecutor's Office announced its

decision to indict DSK and four employees of the Deutsche Bank group on charges of spot/futures linked market manipulation. The criminal trial commenced in January 2012. A verdict in respect of DSK and one of the four indicted employees may be delivered during 2014. In addition, a number of civil actions have been filed in Korean courts against Deutsche Bank and DSK by certain parties who allege they incurred losses as a consequence of the fall in the KOSPI 200 on 11 November 2010. The claimants are seeking damages with an aggregate claim amount of not less than € 220 million (at present exchange rates) plus interest and costs. These litigations are at various stages of proceedings, with verdicts in some actions possible during 2014.

Monte Dei Paschi

In February 2013 Banca Monte Dei Paschi Di Siena (“**MPS**”) issued civil proceedings in Italy against Deutsche Bank AG alleging that Deutsche Bank fraudulently or negligently assisted former MPS senior management in an accounting fraud on MPS, by undertaking repo transactions with MPS and “Santorini”, a wholly owned SPV of MPS, which helped MPS defer losses on a previous transaction undertaken with Deutsche Bank. MPS claimed at least € 500 million in damages. Subsequently, in July 2013, the Fondazione Monte Dei Paschi, MPS’ largest shareholder, also issued civil proceedings in Italy for damages based on substantially the same facts. In December 2013, Deutsche Bank reached an agreement with MPS in relation to the transactions that resolves the civil proceedings by MPS. The civil proceedings by the Fondazione Monte Dei Paschi remain pending.

There is also an ongoing criminal investigation by the Siena Public Prosecutor into the transactions and certain unrelated transactions entered into by a number of other international banks with MPS. No charges have yet been brought. Separately, Deutsche Bank has also received requests for information in relation to the transactions from certain regulators relating to the original transactions, including with respect to Deutsche Bank’s accounting for its MPS-related transactions and alleged failures by Deutsche Bank’s management adequately to supervise the individuals involved in the matter. Deutsche Bank is cooperating with these regulators and has commenced its internal employee disciplinary procedures.

Mortgage-Related and Asset-Backed Securities Matters

Deutsche Bank, along with certain affiliates (collectively referred in these paragraphs to as “**Deutsche Bank**”), have received subpoenas and requests for information from certain regulators and government entities concerning its activities regarding the origination, purchase, securitization, sale and/or trading of mortgage loans, residential mortgage-backed securities (RMBS), collateralized debt obligations, other asset-backed securities, commercial paper and credit derivatives. Deutsche Bank is cooperating fully in response to those subpoenas and requests for information.

Deutsche Bank has been named as defendant in numerous civil litigations in various roles as issuer or underwriter in offerings of RMBS and other asset-backed securities. These cases include putative class action suits, actions by individual purchasers of securities, actions by trustees on behalf of RMBS trusts, and actions by insurance companies that guaranteed payments of principal and interest for particular tranches of securities offerings. Although the allegations vary by lawsuit, these cases generally allege that the RMBS offering documents contained material misrepresentations and omissions, including with regard to the underwriting standards pursuant to which the underlying mortgage loans were issued, or assert that various representations or warranties relating to the loans were breached at the time of origination.

Deutsche Bank is a defendant in putative class actions relating to its role, along with other financial institutions, as underwriter of RMBS issued by IndyMac MBS, Inc. and Novastar Mortgage Corporation. These cases are in discovery.

On 18 December 2013, the United States District Court for the Southern District of New York dismissed the claims against Deutsche Bank in the putative class action relating to RMBS issued by Residential Accredited Loans, Inc. and its affiliates.

On 17 April 2013, Bank of America announced that it had reached a settlement in principle to dismiss various class action claims, which include the class action claims brought against underwriters, including Deutsche Bank, relating to RMBS issued by Countrywide Financial Corporation. Following preliminary and

final fairness hearings, on 17 December 2013, the court entered a final judgment and order of dismissal with prejudice. The settlement did not require any payment by unaffiliated underwriters, including Deutsche Bank.

Deutsche Bank is a defendant in various non-class action lawsuits and arbitrations by alleged purchasers of, and counterparties involved in transactions relating to, RMBS, and their affiliates, including Assured Guaranty Municipal Corporation, Aozora Bank, Ltd., Bayerische Landesbank, Commerzbank AG, the Federal Deposit Insurance Corporation (as conservator for Colonial Bank, Franklin Bank S.S.B., Guaranty Bank, Citizens National Bank and Strategic Capital Bank), the Federal Home Loan Bank of Boston, the Federal Home Loan Bank of San Francisco, the Federal Home Loan Bank of Seattle, the Federal Housing Finance Agency (as conservator for Fannie Mae and Freddie Mac), HSBC Bank USA, National Association (as trustee for certain RMBS trusts), John Hancock, Knights of Columbus, Landesbank Baden-Württemberg, Mass Mutual Life Insurance Company, Moneygram Payment Systems, Inc., Phoenix Light SF Limited (as purported assignee of claims of special purpose vehicles created and/or managed by WestLB AG), Royal Park Investments (as purported assignee of claims of a special-purpose vehicle created to acquire certain assets of Fortis Bank), Sealink Funding Ltd. (as purported assignee of claims of special purpose vehicles created and/or managed by Sachsen Landesbank and its subsidiaries), Texas County & District Retirement System, The Charles Schwab Corporation, Triaxx Prime CDO 2006-1 Ltd., Triaxx Prime CDO 2006-1 LLC, Triaxx Prime CDO 2006-2 Ltd., Triaxx Prime CDO 2006-2 LLC, Triaxx Prime CDO 2007-1 Ltd. and Triaxx Prime CDO 2007-1 LLC. These civil litigations and arbitrations are in various stages up through discovery.

In the actions against Deutsche Bank solely as an underwriter of other issuers' RMBS offerings, Deutsche Bank has contractual rights to indemnification from the issuers, but those indemnity rights may in whole or in part prove effectively unenforceable where the issuers are now or may in the future be in bankruptcy or otherwise defunct.

On 20 December 2013, Deutsche Bank announced that it reached an agreement to resolve certain residential mortgage-backed securities litigation with the Federal Housing Finance Agency (FHFA) as conservator for the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation (the GSEs). As part of the agreement, Deutsche Bank paid € 1.4 billion. The settlement included dismissal of claims brought against Deutsche Bank in the United States Federal Court for the Southern District of New York relating to approximately U.S. \$ 14.3 billion of RMBS purchased by the GSEs that were issued, sponsored and/or underwritten by Deutsche Bank and an agreement to resolve claims brought by or at the direction of the FHFA and/or the GSEs seeking the repurchase of mortgage loans contained in RMBS purchased by the GSEs. The settlement did not resolve two matters brought by the FHFA against Deutsche Bank as underwriter of RMBS issued by Countrywide Financial Corporation and Société Générale and/or their affiliates. As underwriter, Deutsche Bank received a customary agreement of indemnity from Countrywide Financial Corporation and Société Générale and/or their affiliates. On 27 February 2014, the FHFA and Société Générale announced that they reached a settlement of the action concerning RMBS issued by Société Générale. The settlement included a release of the claims asserted against all defendants in that action, including Deutsche Bank. The settlement did not require any payment by Deutsche Bank.

On 6 February 2012, the United States District Court for the Southern District of New York issued an order dismissing claims brought by Dexia SA/NV and Teachers Insurance and Annuity Association of America and their affiliates, and on 4 January 2013, the court issued an opinion explaining the basis for this order. The court dismissed some of the claims with prejudice and granted the plaintiffs leave to replead other claims. The plaintiffs repleaded the claims dismissed without prejudice by filing a new complaint on 4 February 2013. On 17 July 2013, pursuant to the terms of separate settlement agreements, Dexia SA/NV and Teachers Insurance and Annuity Association of America and their affiliates dismissed the lawsuits that had been filed against Deutsche Bank. The financial terms of the settlements are not material to Deutsche Bank.

On 16 July 2012, the Minnesota District Court dismissed with prejudice without leave to replead claims by Moneygram Payment Systems, Inc., which the plaintiffs have appealed. On 13 January 2013, Moneygram filed a summons with notice in New York State Supreme Court seeking to assert claims similar to those dismissed in Minnesota. On 17 June 2013, Moneygram filed an amended summons with notice and

complaint in New York State Supreme Court. On 22 July 2013, the Minnesota Court of Appeals affirmed the dismissal of Deutsche Bank AG, but reversed the dismissal of Deutsche Bank Securities Inc. On 15 October 2013, the Minnesota Supreme Court denied Deutsche Bank Securities Inc.'s petition for writ of certiorari. Deutsche Bank has filed a petition for writ of certiorari to the United States Supreme Court.

Pursuant to terms of settlement agreements, litigations filed by Allstate Insurance Company, Cambridge Placement Investments Management Inc., Stichting Pensionfonds ABP, West Virginia Investment Management Board, The Union Central Life Insurance Company and The Western and Southern Life Insurance Co. were dismissed. The financial terms of each of these settlements are not material to Deutsche Bank.

Deutsche Bank has entered into agreements with certain entities that have threatened to assert claims against Deutsche Bank in connection with various RMBS offerings and other related products to toll the relevant statutes of limitations. It is possible that these potential claims may have a material impact on Deutsche Bank. In addition, Deutsche Bank has entered into settlement agreements with some of these entities, the financial terms of which are not material to Deutsche Bank.

Deutsche Bank National Trust Company (“**DBNTC**”) and Deutsche Bank Trust Company Americas (“**DBTCA**”) have been named as defendants in civil litigation concerning their roles as trustees of certain RMBS trusts. On 18 June 2014, a group of investors filed a civil action against DBNTC and DBTCA in New York State Supreme Court purportedly on behalf of and for the benefit of 544 private-label RMBS trusts asserting claims for alleged violations of the U.S. Trust Indenture Act of 1939, breach of contract, breach of fiduciary duty and negligence based on DBNTC and DBTCA's alleged failure to perform their duties as trustees for the trusts. On 18 June 2014, Royal Park Investments SA/NV filed a purported class action on behalf of investors in 10 RMBS trusts against DBNTC in the U.S. District Court for the Southern District of New York asserting claims for alleged violations of the U.S. Trust Indenture Act of 1939, breach of contract and breach of trust based on DBNTC's alleged failure to perform its duties as trustee for the trusts. Deutsche Bank is reviewing these newly-filed pleadings.

Ocala Litigation

Deutsche Bank is a secured creditor of Ocala Funding LLC (“**Ocala**”), a commercial paper vehicle sponsored by Taylor Bean & Whitaker Mortgage Corp. (“**Taylor Bean**”), which ceased mortgage lending operations and filed for bankruptcy protection in August 2009. Bank of America is the trustee, collateral agent, custodian and depository agent for Ocala. Deutsche Bank commenced a civil litigation in the United States District Court for the Southern District of New York against Bank of America resulting from Bank of America's failure to secure and safeguard cash and mortgage loans that secured Deutsche Bank's commercial paper investment. This litigation is in discovery.

On 29 December 2011, Deutsche Bank commenced a civil litigation in Circuit Court of the 11th Judicial Circuit in Miami Dade County, Florida for professional malpractice and negligent misrepresentation against Deloitte & Touche LLP, the auditors of Taylor Bean's financial statements, which were consolidated with certain subsidiaries, including wholly owned subsidiary Ocala. On 20 March 2012, the court denied Deloitte & Touche LLP's motion to dismiss. This case has been settled to the mutual satisfaction of the parties.

Parmalat Litigation

Following the bankruptcy of the Italian company Parmalat, prosecutors in Parma conducted a criminal investigation against various bank employees, including employees of Deutsche Bank, and brought charges of fraudulent bankruptcy against a number of Deutsche Bank employees and others. The trial commenced in September 2009 and is ongoing.

Certain retail bondholders and shareholders have alleged civil liability against Deutsche Bank in connection with the above-mentioned criminal proceedings. Deutsche Bank has made a formal settlement offer to those retail investors who have asserted claims against Deutsche Bank. This offer has been accepted by some of the retail investors. The outstanding claims will be heard during the criminal trial process.

In January 2011, a group of institutional investors (bondholders and shareholders) commenced a civil claim for damages, in an aggregate amount of approximately € 130 million plus interest and costs, in the Milan courts against various international and Italian banks, including Deutsche Bank and Deutsche Bank S.p.A., on allegations of cooperation with Parmalat in the fraudulent placement of securities and of deepening the insolvency of Parmalat. Hearings on a preliminary application (made for preliminary matters, including jurisdiction) brought by the defendant banks have taken place and the court has reserved judgment and ordered the case to proceed on the merits. Deutsche Bank has petitioned the Italian Supreme Court for a final assessment of the jurisdiction argument.

Sebastian Holdings Litigation

Deutsche Bank is in litigation in the United Kingdom and the United States with Sebastian Holdings Inc., a Turks and Caicos company (“SHI”). The dispute arose in October 2008 when SHI accumulated trading losses and subsequently failed to meet margin calls issued by Deutsche Bank.

The U.K. action was brought by Deutsche Bank to recover approximately U.S. \$ 246 million owed by SHI after the termination of two sets of master trading agreements with SHI. In the U.K. action against SHI, the trial court (upheld by the Court of Appeal) held that it had jurisdiction over Deutsche Bank’s suit and rejected SHI’s claim that the U.K. was an inconvenient forum for the case to be heard.

As a counterclaim against Deutsche Bank in the U.K., SHI duplicated aspects of the U.S. claim (described below) in the U.K. proceedings. The amount of the U.K. pleaded counterclaim was not fully specified and elements may have been duplicative, but the pleaded claim was for at least NOK 8.28 billion (around € 1.0 billion or U.S. \$ 1.38 billion at recent exchange rates, which do not necessarily equate to the rates applicable to the claim). Substantial consequential loss claims were pleaded in addition based primarily on the profits which SHI claimed it would have made on the moneys allegedly lost. The total quantum of SHI’s alleged losses remains unclear, but SHI’s expert has calculated losses claimed (including consequential losses) as potentially amounting to NOK 44.1 billion (around U.S. \$ 7.35 billion or € 5.33 billion at recent exchange rates, which do not necessarily equate to the rates applicable to the claim) plus sums associated with the currency in which damages are claimed (NOK) and interest. SHI also brought other claims including for restitution and declaratory relief.

The trial in the English court began in April 2013 and judgment was handed down in November 2013. The English court found SHI liable to Deutsche Bank for the amount of approximately U.S. \$ 236 million, plus interest, plus 85 % of costs, including an interim award of GBP 32 million, in respect of Deutsche Bank’s claim and denied SHI’s counterclaims, holding that SHI was not entitled to any recovery. In December 2013 Deutsche Bank commenced action in the English court against Mr. Alexander Vik (SHI’s sole shareholder and director) personally in respect of the GBP 32 million interim costs award.

On 20 December 2013, SHI filed an application for permission to appeal portions of the trial court judgment with the Court of Appeal in England. The appeal relates to approximately U.S. \$ 600 million of SHI’s original claim, plus interest and possible FX costs. Permission will be decided at a hearing to take place not before the third quarter of 2014, with the appeal hearing to follow immediately thereafter if permission is granted.

The U.S. action is a damages claim brought by SHI against Deutsche Bank in New York State court, arising out of the same circumstances as Deutsche Bank’s suit against SHI in the U.K. and seeking damages of at least U.S. \$ 2.5 billion in an amended complaint filed 10 January 2011. The New York State Court has granted Deutsche Bank’s motion to dismiss SHI’s tort claims, certain of its contract and quasi-contract claims, and its claims for punitive damages, which ruling has been affirmed by the Appellate Division. No trial date has been set.

In November and December 2013, Deutsche Bank commenced actions in New York and Connecticut seeking to enforce the English judgment against SHI and Mr. Vik. In addition, Deutsche Bank brought claims in New York against SHI, Mr. Vik, and other defendants, including Mr. Vik’s wife, Carrie Vik, and a family trust, for fraudulent transfers that stripped SHI of assets in October 2008.

Trust Preferred Securities Litigation

Deutsche Bank and certain of its affiliates and officers were the subject of a consolidated putative class action, filed in the United States District Court for the Southern District of New York, asserting claims under the federal securities laws on behalf of persons who purchased certain trust preferred securities issued by Deutsche Bank and its affiliates between October 2006 and May 2008. The court dismissed the plaintiffs' second amended complaint with prejudice. Plaintiffs are appealing the dismissal to the United States Court of Appeals for the Second Circuit.

U.S. Embargoes-Related Matters

Deutsche Bank has received requests for information from regulatory agencies concerning its historical processing of U.S. Dollar payment orders through U.S. financial institutions for parties from countries subject to U.S. embargo laws and as to whether such processing complied with U.S. and state laws. Deutsche Bank is cooperating with the regulatory agencies.

ZAO FC Eurokommerz

On 17 December 2013, the liquidator of ZAO FC Eurokommerz commenced proceedings in the Arbitrazh Court of the City of Moscow against Deutsche Bank. The claim amounts to approximately € 210 million and relates to the repayment of a RUB 6.25 billion bridge loan facility extended to ZAO FC Eurokommerz on 21 August 2007. The bridge loan was repaid in full on 21 December 2007. ZAO FC Eurokommerz filed for bankruptcy on 31 July 2009. The liquidator alleges, amongst other things, (i) that Deutsche Bank must have known that ZAO FC Eurokommerz was in financial difficulties at the time of repayment and (ii) that the bridge loan was repaid from the proceeds of a securitization transaction which was found to be invalid and consequently the proceeds should not have been available to repay the bridge loan. The first instance hearing on the merits of the claim has been postponed until 22 October 2014.

Significant Change in Deutsche Bank Group's Financial Position

There has been no significant change in the financial position of Deutsche Bank Group since 31 March 2014.

MATERIAL CONTRACTS

In the usual course of its business, Deutsche Bank Group enters into numerous contracts with various other entities. Deutsche Bank Group has not, however, entered into any material contracts outside the ordinary course of its business within the past two years.

THIRD PARTY INFORMATION AND STATEMENT BY EXPERTS AND DECLARATION OF ANY INTEREST

Where information has been sourced from a third party, Deutsche Bank confirms that this information has been accurately reproduced and that so far as Deutsche Bank is aware and able to ascertain from information published by such third party no facts have been omitted which would render the reproduced information inaccurate or misleading.

DESCRIPTION OF THE SECURITIES

DESCRIPTION OF INTEREST RATE AND REDEMPTION PROVISIONS

The Programme contemplates the issue of a wide variety of Securities with different interest and redemption provisions.

Interest

The Securities to be issued under the Programme may pay either (a) fixed amounts of interest, (b) variable amounts of interest or (c) no interest at all. An overview of the different interest rate provisions is set out below, where applicable specifying provisions which may occur in relation to certain types of Exempt Securities only.

Fixed Rate Interest

Securities bearing or paying a fixed rate of interest may either pay a specified fixed amount of interest on specified interest payment dates or, depending on the fulfilment of certain conditions, pay a fixed amount of interest on specified interest payment dates.

The fixed rate of interest may apply to the Securities for the duration of the Securities or for a limited period of time during the life of the Securities. Where the specified interest payment dates provide for irregular interest accrual periods, a day count fraction agreed between the Issuer and the relevant Dealer will be applied and the amount of interest will be calculated on the basis of that day count fraction.

Floating and other Variable Rate Interest

Securities bearing or paying a floating or other variable rate of interest may either pay a variable amount of interest on specified interest payment dates or, depending on the fulfilment of certain conditions, pay a variable amount of interest on specified interest payment dates.

The floating or other variable rate of interest may apply to the Securities for the duration of the Securities or for a limited period of time during the life of the Securities. Interest in respect of each interest period will be calculated on the basis of the day count fraction agreed between the Issuer and the relevant Dealer and will be payable on specified interest payment dates.

Floating or other variable rates of interest may be determined by reference to a rate determined:

- (a) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or
- (b) on the same basis as the floating rate under a notional interest rate swap incorporating the 2006 ISDA Definitions; or
- (c) by reference to the value or performance of an underlying reference item which is an inflation index, underlying reference items comprising one or more indices or equities or, in the case of Exempt Securities, one or more other underlying reference items ("**Reference Items**", and each a "**Reference Item**") (described below); or
- (d) in the case of Exempt Securities, on such other basis as may be agreed between the Issuer and the relevant Dealer.

In addition, a margin agreed between the Issuer and the relevant Dealer may be applied to the floating or other variable rate of interest.

Securities bearing or paying Reference Item linked interest may only be Notes.

Inverse Floating Rate Notes

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate.

Reference Rates

A reference rate may be any one or more of EURIBOR (the European Interbank Offered Rate), LIBOR (the London Interbank Offered Rate), a CMS (constant maturity swap) rate or any other interest or other rate that appears on a reference page.

If the reference rate for the Securities is EURIBOR, the floating rate will be determined by reference to the relevant reference page. EURIBOR is the rate of interest quoted by banks operating in the European interbank market for the Euro sponsored by the European Banking Federation.

If the reference rate for Securities is LIBOR, the floating rate will be determined by reference to the relevant reference page. LIBOR is the rate of interest quoted by banks operating in the London interbank market for certain specified currencies.

If the reference rate for interest payments is a CMS rate, the floating rate will be determined by reference to the relevant reference page. The rate is reset periodically. Details of the relevant CMS rate will be specified in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities).

If the floating or other variable rate of interest is calculated by reference to a reference rate that is different to those contemplated above, then the reference page for such reference rate will be set out in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities) or, in the case of Exempt Securities, if the reference rate is not available on a recognised reference page published by an information provider, details on how the reference rate is calculated will be set out in the applicable Pricing Supplement. For the avoidance of doubt, potential investors should note that the rates specified above can be used in the calculation of the redemption amount in respect of a series of Securities.

Other

Interest bearing Securities may be issued which bear or pay interest based on any combination of the above, for example bearing or paying interest based on a combination of fixed and variable rates.

Non-Interest Bearing Securities and Zero Coupon Securities

Securities may be issued under the Programme that do not bear or pay any interest including Zero Coupon Securities which amortise over the life of the Securities. Zero Coupon Securities may be issued at a discount to par.

Redemption

The Securities issued under the Programme may be redeemed at maturity or in certain circumstances prior to maturity.

If Securities are redeemed at maturity the redemption amount may be equal to the principal amount (redemption at par) or determined by reference to:

- (a) the value or performance of one or more underlying Reference Items (as explained below in "*Reference Items*"); or
- (b) a reference rate appearing on the agreed screen page of a commercial quotation service; or
- (c) in the case of Exempt Securities, the floating rate under a notional interest rate swap incorporating the 2006 ISDA Definitions; or

- (d) in the case of Exempt Securities, on such other basis as may be agreed between the Issuer and the relevant Dealer.

If the Securities are redeemed prior to maturity and if specified in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities), early redemption unwind costs may be deducted from the early redemption amount. The early redemption unwind costs may include, but are not limited to, the Issuer's costs associated with unwinding any related hedging arrangements related to the Securities it may have in place.

The Securities may be redeemed prior to maturity in the following circumstances:

- (a) at the option of the Issuer (in the case of Securities where the Issuer Call option is specified as applicable in the applicable Final Terms or Pricing Supplement, in the case of Exempt Securities);
- (b) at the option of the Securityholder (in the case of Securities where the Investor Put option is specified as applicable in the applicable Final Terms or Pricing Supplement, in the case of Exempt Securities);
- (c) for taxation reasons (if specified in the applicable Final Terms or Pricing Supplement, in the case of Exempt Securities);
- (d) following an illegality;
- (e) following a regulatory event (if specified in the applicable Final Terms or Pricing Supplement, in the case of Exempt Securities);
- (f) following an index adjustment event (in the case of Securities linked to an index or a basket of indices);
- (g) following certain corporate actions or events (in the case of Securities linked to an equity or a basket of equities);
- (h) following the cessation and publication of the index where there is no replacement or successor index (in the case of Securities linked to an inflation index);
- (i) following a merger event (in the case of Securities linked to the credit of one or more reference entities);
- (j) following an event of default; and
- (k) in the case of Exempt Securities, any other event specified in the applicable Pricing Supplement.

In each case the amount received by an investor may be (i) par, (ii) below par or (iii) above par, as specified in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities).

Depending on the nature of the Securities, redemption at maturity or prior to maturity may be by way of (A) cash settlement, (B) physical settlement or (C) cash and/or physical settlement.

Securities for which redemption is Reference Item linked may only be Notes.

An overview of certain redemption provisions is set out below.

Early Redemption at the option of the Issuer

Securities may include a call option. A call option gives the Issuer the right (but not the obligation) to redeem the Securities on specified date(s) or during a specified period prior to maturity. The redemption amount payable on exercise of the call option will be agreed between the Issuer and the relevant Dealer and set out in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities).

Early Redemption at the option of the Securityholder

Securities may include a put option. A put option gives the investor the right to require the Issuer to redeem its Securities on specified date(s) or during a specified period prior to maturity. The redemption amount payable on redemption following exercise of a put option will be agreed between the Issuer and the relevant Dealer and set out in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities).

Redemption following taxation reasons

Securities may be subject to early redemption in the event that as a result of any change in, or amendment to, the laws or regulations prevailing in Germany, certain withholding taxes are levied on payments of principal or interest in respect of the Securities and the Issuer is obliged to pay Additional Amounts as more fully set out under "*Terms and Conditions of the Securities*".

Redemption following an Illegality

Securities may be subject to early redemption in the event that the Issuer's obligations under the Securities or any arrangements made to hedge the Issuer's obligations under the Securities has or will become unlawful as more fully set out under "*Terms and Conditions of the Securities*".

Redemption following a Regulatory Event

Subordinated Notes may be subject to early redemption following any change in, or amendment to, Capital Regulations which are in effect at the Issue Date as more fully set out under "*Terms and Conditions of the Securities*".

Redemption following an Index Adjustment Event

Securities linked to an index or basket of indices may be subject to early redemption following an Index Adjustment Event as more fully set out under "*Terms and Conditions of the Securities*".

Redemption following certain corporate actions or events

Securities linked to an equity or basket of equities may be subject to early redemption in the event of certain corporate actions or events occurring in respect of the relevant equity issuer(s) as more fully set out under "*Terms and Conditions of the Securities*".

Redemption following cessation of publication of Inflation Index

Securities may be subject to early redemption in the event that the relevant Inflation Index is not published or announced and no replacement Inflation Index can be determined as more fully set out under "*Terms and Conditions of the Securities*".

Redemption following a Merger Event

Securities linked to the credit of one or more reference entities may be subject to early redemption in the event of a Merger Event in respect of the Issuer or any reference entity as more fully set out under "*Terms and Conditions of the Securities*".

REGULATORY BAIL-IN

Upcoming changes to German law under the EU framework for the recovery and resolution of credit institutions and investment firms may result in claims for payment of principal, interest or other amounts under the Notes being subject to a permanent reduction, including to zero, or a conversion into one or more instruments that constitute common equity tier 1 capital for the Issuer, such as ordinary shares by intervention of the competent "resolution authorities". Each of these measures are hereinafter referred to as a "**Regulatory Bail-in**". The holders of Notes would have no claim against the Issuer in such a case and

there would be no obligation of the Issuer to make payments under the Notes. This would occur if the Issuer becomes, or is deemed by the competent supervisory authority to have become, "non-viable" (as defined under the then applicable law) and unable to continue its regulated activities without such write-off or conversion or without a public sector injection of capital. The "resolution authorities" will have to exercise their power in a way that results in (i) common equity tier 1 capital instruments (such as ordinary shares of the Issuer) being written down first in proportion to the relevant losses, (ii) thereafter, the principal amount of other capital instruments (additional tier 1 capital instruments and tier 2 capital instruments) being written down on a permanent basis or converted into common equity tier 1 capital instruments in accordance with their order of priority and (iii) thereafter, eligible liabilities – as those under the Notes – being written down on a permanent basis or converted into common equity tier 1 capital instruments in accordance with a set order of priority.

REFERENCE ITEMS

This section relates to Securities issued in the form of Notes only.

A Reference Item is the asset or other basis of reference from which the amount payable in interest and/or redemption on the Securities may be calculated.

A Reference Item can be any of the following items:

- (a) an equity or a basket of equities ("**Equity Linked Notes**"); or
- (b) an index or a basket of indices ("**Index Linked Notes**"); or
- (c) an inflation index or, in the case of Exempt Securities, a basket of inflation indices ("**Inflation Index Linked Notes**"); or
- (d) in the case of Exempt Securities, a currency or a basket of currencies ("**Currency Linked Notes**"); or
- (e) in the case of Exempt Securities, a commodity or basket of commodities ("**Commodity Linked Notes**"); or
- (f) in the case of Exempt Securities, a fund share or unit or a basket of fund shares or units ("**Fund Linked Notes**"); or
- (g) the credit risk of one or more reference entities ("**Credit Linked Notes**"); or
- (h) in the case of Exempt Securities, some other asset or basis of reference.

Equity Linked Notes – The amount payable in interest and/or on redemption, whether at maturity or otherwise, in respect of Equity Linked Notes will be calculated by reference to a single equity security or basket of equity securities. **Equity Linked Notes providing for physical delivery do not qualify as "equity securities" in the sense of Article 2 of the Luxembourg Prospectus Law (i.e. the underlying shares which may be delivered are neither shares of the Issuer nor of an entity belonging to the group of the Issuer).**

Index Linked Notes – The amount payable in interest and/or on redemption in respect of Index Linked Notes will be calculated by reference to a single index or a basket of indices. Such index or constituent of a basket of indices may be a well known and widely published index or an index of Deutsche Bank Aktiengesellschaft (in the case of Exempt Securities only) or other entity which may not be widely published or available.

Inflation Index Linked Notes – The amount payable in interest and/or on redemption in respect of Inflation Index Linked Notes will be calculated by reference to a single inflation index or a basket of inflation indices.

Currency Linked Notes (Exempt Securities only) – The amount payable in interest and/or on redemption in respect of Currency Linked Notes will be calculated by reference to such rates of exchange as may be agreed between the Issuer and the relevant Dealer and specified in the applicable Pricing Supplement.

Commodity Linked Notes (Exempt Securities only) – The amount payable in interest and/or on redemption in respect of Commodity Linked Notes will be calculated by reference to a single commodity or basket of commodities on such terms as may be agreed between the Issuer and the relevant Dealer and specified in the applicable Pricing Supplement.

Fund Linked Notes (Exempt Securities only) – The amount payable in interest and/or on redemption in respect of Fund Linked Notes will be calculated by reference to units or shares in a fund or basket of funds on such terms as may be agreed between the Issuer and the relevant Dealer and specified in the applicable Pricing Supplement.

Credit Linked Notes – Securities with respect to which the amount payable in interest and/or on redemption is linked to the credit of a specified entity or entities will be issued on such terms as may be agreed between the Issuer and the relevant Dealer and specified in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities). If a Credit Event has occurred and the Conditions to Settlement are satisfied, the Issuer will redeem the Securities at an amount which depends on the value of certain specified assets of the Reference Entity, if Cash Settlement is specified as applicable in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities), or by Delivery of the Deliverable Obligations comprising the Asset Amount, if Physical Delivery is specified as applicable in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities). **Credit Linked Notes providing for physical delivery do not qualify as “equity securities” in the sense of Article 2 of the Luxembourg Prospectus Law.**

Other (Exempt Securities only) – The amount payable in interest and/or on redemption of Securities linked to other assets or bases of reference may be issued on such terms as may be agreed between the Issuer and the relevant Dealer and specified in the applicable Pricing Supplement.

FEATURES OF CERTAIN SECURITIES

A wide range of Securities may be issued under the Programme. The Issuer may issue Securities which have one or more of the features described below. The amount of interest and/or principal payable and/or the amount of assets deliverable may depend on these features alone and/or in combination with other features and Reference Items.

Inverse Variable Rate Securities – The amount of interest payable in respect of the Securities is inversely linked to a specified reference rate.

Capped Variable Rate Securities – The maximum amount of interest payable in respect of Securities with a capped variable rate will equal the sum of the reference rate and any specified margin subject to a specified maximum rate.

Securities whose interest and or redemption amount is calculated by reference to a formula – The formula on the basis of which the interest payable and/or the amount of payable and/or assets deliverable on redemption is calculated will be stated in the Terms and Conditions of the Securities and may be replicated in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities) or, in the case of Exempt Securities, will be stated in the applicable Pricing Supplement.

Participation Securities – The amount of interest payable and/or amounts payable and/or assets deliverable on redemption of Securities may be determined by reference to a ratio greater or less than one.

Securities issued at a substantial discount or premium – The issue price of the Securities is substantially lower or greater than the principal amount of the Securities.

Partly-paid Securities (Exempt Securities only) – The issue price for the Securities is payable in more than one instalment.

Securities subject to optional redemption by the Issuer – The Issuer may redeem the Securities prior to maturity.

Subordinated Notes (German law governed Securities only) – In the event of the insolvency or liquidation of the Issuer the Subordinated Notes will rank junior in priority of payment to all unsubordinated obligations and no amounts will be payable in respect of the Subordinated Notes until the claims of all unsubordinated creditors of the Issuer have been satisfied in full. Accordingly, there is a higher risk that an investor in Subordinated Notes will lose all or some of its investment should the Issuer become insolvent. In addition, no holder may set off its claims arising under the Securities against any claims of the Issuer. There will be no security in respect of the Securities.

Subordinated Notes are intended to qualify as Tier 2 instruments within the meaning of Art. 63 CRR means Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (including any provisions of regulatory law supplementing this Regulation) (“**CRR**”); to the extent that any provisions of the CRR are amended or replaced, the term “CRR” shall refer to such amended provisions or successor provisions.

In the context of a Regulatory Bail-in the Subordinated Notes will be written down or converted to common equity tier 1 capital instruments of the Issuer before any non-subordinated liabilities of the Issuer are affected by such measures.

Minimum Redemption Securities (Exempt Securities only) – The redemption amount payable at maturity of the Securities will be no less than the stated minimum amount.

Form of the Securities

Any reference in this section to “Final Terms” shall be deemed to include, in respect of Exempt Securities only, a reference to “Pricing Supplement”.

SECURITIES

The Securities of each Series will be in either bearer form (“**Bearer Securities**”) without interest coupons attached or, in the case of definitive Securities and if applicable, with interest coupons attached, registered form (“**Registered Securities**”) without interest coupons attached. Bearer Securities will be issued outside the United States in reliance on Regulation S under the Securities Act (“**Regulation S**”) and Registered Securities will be issued both outside the United States in reliance on the exemption from registration provided by Regulation S and within the United States pursuant to the exemption from registration under Rule 144A.

Any reference herein to CBF, Euroclear, CBL, SIS, and/or DTC shall, whenever the context so permits, be deemed to include a reference to any permitted additional or alternative clearing system specified in the applicable Final Terms.

Bearer Securities

Each Tranche of Bearer Securities will be initially issued in the form of either a Temporary Global Bearer Security (a “**Temporary Global Bearer Security**”) without interest coupons or, if so specified in the applicable Final Terms, a permanent bearer global security (a “**Permanent Bearer Global Security**”) and, together with the Temporary Global Bearer Security, the “**Global Bearer Securities**”) without interest coupons which, in either case, will:

- (i) if the Global Bearer Securities are intended to be issued in new global note (“**NGN**”) form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the “**Common Safekeeper**”) for Euroclear Bank S.A./N.V. (“**Euroclear**”), Clearstream Banking, société anonyme (“**CBL**”); and

- (ii) if the Global Bearer Securities are not intended to be issued in NGN form, be delivered on or prior to the original issue date of the Tranche to Clearstream Banking AG, Frankfurt (“**CBF**”) or SIX SIS AG (“**SIS**”) or a common depository (the “**Common Depository**”) for Euroclear and CBL.

Where the Global Securities issued in respect of any Tranche are in NGN form, the Final Terms or, as the case may be, Pricing Supplement will also indicate whether such Global Securities are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Global Securities are to be so held does not necessarily mean that the Securities of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The common safekeeper for NGNs will either be Euroclear or CBL or another entity approved by Euroclear and CBL, as indicated in the Final Terms or, as the case may be, Pricing Supplement.

Whilst any Bearer Security is represented by a Temporary Global Bearer Security, payments of principal, interest (if any) and any other amount payable in respect of the Bearer Securities due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Global Bearer Security if the Temporary Global Bearer Security is not intended to be issued in NGN form) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Bearer Security are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or CBL and/or CBF and/or SIS and Euroclear and/or CBL and/or CBF and/or SIS, as applicable, has given a like certification (based on the certifications it has received) to the Fiscal Agent.

If the applicable Final Terms state that the Temporary Global Bearer Security is exchangeable for a Permanent Bearer Global Security, on and after the date (the “**Exchange Date**”) which is forty days after a Temporary Global Bearer Security is issued, interests in such Temporary Global Bearer Security will be exchangeable (free of charge) as described in the Temporary Global Bearer Security either for (i) interests in a Permanent Bearer Global Security of the same Series or (ii) for definitive Bearer Securities of the same Series with, where applicable, interest coupons, receipts and talons attached (as indicated in the applicable Final Terms and subject, in the case of definitive Bearer Securities, to such notice period as is specified in the applicable Final Terms), in each case against certification of beneficial ownership as described above unless such certification has already been given, provided that purchasers in the United States and certain U.S. persons will not be able to receive definitive Bearer Securities. The holder of a Temporary Global Bearer Security will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Bearer Security for an interest in a Permanent Bearer Global Security or for definitive Bearer Securities is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Bearer Global Security will be made through Euroclear and/or CBL or CBF or SIS (as the case may be, against presentation or surrender of the Permanent Bearer Global Security except in cases where the Permanent Bearer Global Security is intended to be issued in NGN form or other cases where the Permanent Bearer Global Security is directly held by the Clearing System) without any requirement for certification.

The applicable Final Terms will specify that a Permanent Bearer Global Security will be exchangeable (free of charge), in whole or in part, for definitive Bearer Securities with, where applicable, interest coupons, receipts and talons attached upon either (A) not less than sixty days’ written notice from Euroclear and/or CBL and/or CBF (acting on the instructions of any holder of an interest in such Permanent Bearer Global Security) to the Fiscal Agent as described therein or (B) only upon the occurrence of an Exchange Event. For these purposes, “**Exchange Event**” means that (i) an Event of Default has occurred and is continuing, (ii) the Issuer has been notified that both Euroclear, CBL (in respect of Securities settled through Euroclear or CBL) or CBF (in respect of Securities settled through CBF) have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Permanent Bearer Global Security in definitive form. The Issuer will promptly give notice to Securityholders in accordance with § [15] of the Terms and

Conditions if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or CBL or CBF (acting on the instructions of any holder of an interest in such Permanent Bearer Global Security) may give notice to the Fiscal Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Fiscal Agent requesting exchange. Any such exchange shall occur not later than forty-five days after the date of receipt of the first relevant notice by the Fiscal Agent.

The following legend will appear on all Bearer Securities (other than Temporary Global Bearer Securities), interest coupons and receipts relating to such Securities where TEFRA D is specified in the applicable Final Terms or Pricing Supplement, as the case may be:

“ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.”

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Securities, interest coupons or receipts and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Securities, interest coupons or receipts.

Securities which are represented by a Bearer Global Security will only be transferable in accordance with the rules and procedures for the time being of CBF, Euroclear, CBL or SIS, as the case may be.

Swiss Global Securities

The applicable Final Terms may specify that the Securities are represented by a Swiss Global Security. The Swiss Global Security will be deposited with the Swiss clearing system SIX SIS AG. The Swiss Global Security will be exchangeable for Definitive Securities only if the Swiss Paying Agent (as specified in the applicable Final Terms) should, after consultation with the Issuer, deem the printing of Definitive Securities to be necessary or useful, or if the presentation of Definitive Securities is required by Swiss or other applicable laws and regulations in connection with the enforcement of rights of Securityholders. In such cases, the printing of Definitive Securities will be free of charge for the Securityholders. Holders of Swiss Global Securities will not have the right to request delivery of Definitive Securities.

Payments of principal, interest (if any) or any other amounts on a Swiss Global Security will be made through SIS, as long as no Definitive Securities have been issued, without any requirement for certification.

Registered Securities

The Registered Securities of each Tranche offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States, will initially be represented by a global security in registered form (a “**Regulation S Global Security**”). Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to each Tranche of Securities, beneficial interests in a Regulation S Global Security may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in the Annex for Registered Securities and may not be held otherwise than through Euroclear or CBL and such Regulation S Global Security will bear a legend regarding such restrictions on transfer.

The Registered Securities of each Tranche may only be offered and sold in the United States or to U.S. persons in private transactions to “qualified institutional buyers” within the meaning of Rule 144A under the Securities Act (“**QIBs**”). The Registered Securities of each Tranche sold to QIBs will be represented by a global security in registered form (a “**Rule 144A Global Security**” and, together with a Regulation S Global Security, the “**Registered Global Securities**”).

Registered Global Securities will either (i) be deposited with a custodian for, and registered in the name of a nominee of, the Depository Trust Company (“**DTC**”) or (ii) be deposited with a common depository for, and registered in the name of a common nominee of, Euroclear and CBL, as specified in the applicable Final Terms. Persons holding beneficial interests in Registered Global Securities will be entitled or

required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Securities in fully registered form.

The Rule 144A Global Security will be subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions.

Payments of principal, interest and any other amount in respect of the Registered Global Securities will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in the Terms and Conditions) as the registered holder of the Registered Global Securities. None of the Issuer, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Securities or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Securities in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in § 4 (*Payments*) of the Terms and Conditions) immediately preceding the due date for payment in the manner provided in that paragraph.

Interests in a Registered Global Security will be exchangeable (free of charge), in whole but not in part, for definitive Registered Securities without interest coupons, receipts or talons attached only upon the occurrence of an Exchange Event. For these purposes, “**Exchange Event**” means that (i) an Event of Default has occurred and is continuing, (ii) in the case of Securities registered in the name of a nominee for DTC, either DTC has notified the Issuer that it is unwilling or unable to continue to act as depository for the Securities and no alternative clearing system is available or DTC has ceased to constitute a clearing agency registered under the Exchange Act, (iii) in the case of Securities registered in the name of a nominee for a common depository for Euroclear and CBL, the Issuer has been notified that both Euroclear and CBL have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available or (iv) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Registered Global Security in definitive form.

The Issuer will promptly give notice to Securityholders in accordance with § [15] of the Terms and Conditions if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, DTC, Euroclear and/or CBL (acting on the instructions of any holder of an interest in such Registered Global Security) may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iv) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than ten days after the date of receipt of the first relevant notice by the Registrar. Where Registered Securities are only to be issued to non-U.S. persons outside the United States (pursuant to Regulation S or otherwise) an alternative Registrar should be appointed and amendments may be required to the Registered Security Annex and the Agency Agreement.

SECURITYHOLDERS AND TRANSFER OF INTERESTS

Interests in Global Securities

Interests in a Registered Global Security may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Security. No beneficial owner of an interest in a Registered Global Security will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear and CBL, in each case to the extent applicable. **Registered Securities are also subject to the restrictions on transfer set forth therein and will bear a legend regarding such restrictions, see “*Transfer and Selling Restrictions*”.**

For so long as any of the English law governed Securities is represented by one or more Global Securities held by CBF or on behalf of Euroclear and/or CBL each person (other than Euroclear or CBL) who is for the time being shown in the records of CBF, Euroclear or of CBL as the holder of a particular principal amount of such Securities (in which regard any certificate or other document issued by CBF or Euroclear or CBL as

to the principal amount of such Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and its agents as the holder of such principal amount of such Securities for all purposes other than with respect to the payment of principal or interest on such principal amount of such Securities, for which purpose the bearer of the relevant Bearer Global Securities or the registered holder of the relevant Registered Global Security shall be treated by the Issuer and its agents as the holder of such principal amount of such Securities or Securities in accordance with and subject to the terms of the relevant Global Security or Security, as the case may be, and the expressions “**Noteholder**”, “**Securityholder**”, “**holder of Notes**”, and “**holder of Securities**” and related expressions shall be construed accordingly.

So long as DTC or its nominee is the registered owner or holder of a Registered Global Security, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the Securities represented by such Registered Global Security for all purposes under the Agency Agreement and such Securities except to the extent that in accordance with DTC’s published rules and procedures any ownership rights may be exercised by its participants or beneficial owners through participants.

ACCELERATION OF SECURITIES

A Security may be accelerated by the holder thereof in certain circumstances described in the “Events of Default” Condition of the Terms and Conditions. In such circumstances, where any Security is still represented by a Global Security and the Global Security (or any part thereof) has become due and repayable in accordance with the Terms and Conditions of such Securities and payment in full of the amount due has not been made in accordance with the provisions of the Global Security then holders of interests in such Global Security credited to accounts with Euroclear and/or CBL and/or CBF and/or SIS and/or DTC, as the case may be, will become entitled to proceed directly against the Issuer on the basis of statements of account provided by CBF, Euroclear, CBL and DTC on and subject to, in respect of Securities governed by English law, the terms of a deed of covenant executed by the Issuer and dated 26 June 2014 (the “**Deed of Covenant**”). In addition, holders of interests in such Global Security credited to their accounts with DTC may require DTC to deliver definitive Securities in registered form in exchange for their interest in such Global Security in accordance with DTC’s standard operating procedures.

FUNGIBLE ISSUES OF SECURITIES

Pursuant to the Agency Agreement (as defined under “*Terms and Conditions of the Securities*”), the Fiscal Agent shall arrange that, where a further tranche of Securities is issued which is intended to form a single Series with an existing tranche of Securities, the Securities of such further tranche shall be assigned a common code and International Securities Identification Number (“**ISIN**”) and, where applicable, a Committee on Uniform Securities Identification Procedures (“**CUSIP**”) and CUSIP International Number (“**CINS**”), Wertpapierkennnummer (“**WKN**”) or Valorennummer, which are different from the common code, ISIN, WKN, CUSIP, CINS or Valorennummer assigned to Securities of any other Tranche of the same Series until the expiry of any applicable period that by law or regulation would require such Securities not to be fungible.

PFANDBRIEFE

Pfandbriefe are standardised German law debt instruments which are subject to the statutory requirements of the Pfandbrief Act (*Pfandbriefgesetz*) and may only be issued by banks authorised to engage in the Pfandbrief business. Any bank wishing to take up the Pfandbrief business must obtain written authorisation from the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*, the **BaFin**).

The issuance of Pfandbriefe is regulated by the Pfandbrief Act and is subject to the supervision of the BaFin. Pfandbriefe evidence claims against the Pfandbrief issuer which are covered at all times by a portfolio of specified qualifying cover assets. Pfandbrief issuers may issue different types of Pfandbriefe, such as Mortgage Pfandbriefe (*Hypothekendarpfandbriefe*). Each type of Pfandbriefe outstanding must be covered by a separate portfolio of specified qualifying cover assets. An independent trustee appointed by the BaFin has wide responsibilities in monitoring compliance by the Pfandbrief issuer with the provisions of the Pfandbrief Act. In particular, the trustee monitors the sufficiency of the cover assets and maintains a

register of the cover assets used to provide cover for each type of Pfandbriefe. Any issue of Pfandbriefe must first be certified by the trustee.

The coverage of all outstanding Pfandbriefe with respect to their principal and interest must at all times be ensured on the basis of their net present value (*Barwert*). The net present value of the assets contained in the cover pool must exceed the total amount of liabilities arising from the corresponding Pfandbriefe and derivatives by at least 2 per cent. (**Excess Cover** (*Sichernde Überdeckung*)). This Excess Cover must consist of highly liquid assets such as (i) certain debt instruments (e.g. notes) the debtor of which is the German Federal Government, a special fund (*Sondervermögen*) of the German Federal Government, a Federal State, the European Communities, another EU or EEA member state, the European Investment Bank, the World Bank, the Council of Europe Development Bank or the European Bank for Reconstruction and Development, or, if they fulfil certain rating criteria, Switzerland, the United States of America, Canada or Japan, (ii) notes guaranteed by one of the debtors set out under (i) above, and (iii) balances with the European Central Bank, any central bank of a EU member state or any other suitable credit institution located in one of the countries listed under (i) above if certain rating criteria are fulfilled.

In addition, a daily comparison of the claims under the registered cover assets that become due and the liabilities becoming due under the outstanding Pfandbriefe and derivative transactions which are part of the cover pools must be carried out for the following 180 days in order to ensure liquidity. The amount of all daily differences accrued up to this date must be calculated for each day. The highest negative amount calculated for the following 180 days must at all times be covered by the total amount of certain eligible cover assets.

The aggregate principal amount of the cover assets contained in a cover pool must furthermore at all times be greater than or equal to the respective principal amount or, if the maximum redemption value known at the time of the issue exceeds the principal amount, the redemption value of the outstanding Pfandbriefe covered by the relevant cover pool.

The Pfandbrief issuer must record in the register of cover assets for the respective cover pools of each Pfandbrief type each cover asset and the liabilities arising from derivatives. Derivatives may be entered in such register only with the consent of the trustee and the counterparty. The Pfandbrief issuer may withdraw assets from the cover pool only with the prior approval of the trustee.

Cover Pool for Mortgage Pfandbriefe

The cover pool for Mortgage Pfandbriefe mainly consists of mortgage loans with a ratio between the loan and the value of the underlying assets of not more than 60 per cent. This lending value is established by an expert of the Pfandbrief issuer who is not involved in the loan decision-making process in accordance with comprehensive value assessment rules on the basis of which the market value of a property is to be determined. Qualifying mortgages must encumber properties, rights equivalent to real property or such rights under a foreign legal system which are comparable with the equivalent rights under German law. The encumbered properties and the properties in respect of which the encumbered rights exist must be situated in a EU or EEA member state, in Switzerland, the United States of America, Canada or Japan. Land charges and such foreign security interests which offer comparable security and entitle the relevant holder of Pfandbriefe to satisfy its claim also by realising the encumbered property or equivalent right rank equal with mortgages.

The cover pool covering Mortgage Pfandbriefe may also, to a limited extent, contain the following assets: (i) compensation claims converted into notes in bearer form, (ii) subject to certain restrictions the assets that may also be included in the 2 per cent. Excess Cover described above, up to a total of 10 per cent. of the aggregate amount of the outstanding Mortgage Pfandbriefe, (iii) notes that may also be included in the cover pool for Public Sector Pfandbriefe (e.g. notes of specified public sector debtors such as (without limitation) (a) the German Federal Government, the Federal States, political subdivisions and other suitable public law corporations within Germany, (b) EU or EEA member states and their central banks and political subdivisions, (c) the United States of America, Japan, Switzerland or Canada if they fulfil certain rating criteria, (d) political subdivisions of the countries listed under (c) above if such political subdivisions are equated by the competent authorities to the central state or if they fulfil certain rating criteria, (e) the European Central Bank and certain multilateral development banks and international organisations, (f)

public authorities of EU or EEA member states, (g) public authorities of the countries listed under (c) above if such authorities are equated by the competent authorities to the central state or if they fulfil certain rating criteria, (h) entities for the liabilities of which any one of the public law entities referred to under (a) to (e) above or certain qualifying export credit insurance companies have assumed a full guarantee), up to a total of 20 per cent. of the aggregate amount of the outstanding Mortgage Pfandbriefe, with the cover assets set out under (ii) above being taken into account, and (iv) claims under derivative transactions concluded with specified suitable counterparties on the basis of standardised master agreements, provided that it is ensured that the claims under these derivative transactions cannot be impaired in the event of insolvency of the Pfandbrief issuer or of the other cover pools held by it. The share of the Pfandbrief issuer's claims under the derivative transactions included in the cover pool in the total amount of the cover assets as well as the Pfandbrief issuer's share in the liabilities under these derivatives in the total amount of Mortgage Pfandbriefe outstanding plus the liabilities under these derivatives must not exceed 12 per cent., in each case, the calculation being made on the basis of their net present values.

Insolvency Proceedings

The Pfandbrief Act establishes rules applicable in the case of an insolvency of a Pfandbrief issuer. If insolvency proceedings are opened over the assets of a Pfandbrief issuer, the cover pools held by it will not be included in the insolvency estate. Therefore, an insolvency of the Pfandbrief issuer does not automatically trigger an insolvency of a cover pool. Only in the event of a simultaneous or subsequent inability to pay or over indebtedness of the relevant cover pool, separate insolvency proceedings over its assets will be conducted at the request of the BaFin. In such case, holders of Pfandbriefe would have a first-ranking claim against the cover pool. Their preferential claim would also extend to the interest accrued on the Pfandbriefe after the opening of insolvency proceedings. Furthermore, holders of Pfandbriefe would also have recourse to any assets of the insolvent Pfandbrief issuer not contained in the respective cover pools, but only to the extent that holders of Pfandbriefe suffer a loss. With regard to these assets, holders of Pfandbriefe would rank equal with other unsecured and unsubordinated creditors of the insolvent Pfandbrief issuer.

In the event of insolvency of the Pfandbrief issuer, one up to three administrator(s) will be appointed to administer the individual cover pools exclusively for the benefit of the Pfandbrief holders. The administrator(s) will be appointed by the insolvency court competent for the Pfandbrief issuer at the request of the BaFin before or after the opening of the insolvency proceedings. The administrator(s) will be subject to the supervision of the insolvency court and the BaFin in respect of the Pfandbrief issuer's duties in connection with the management of the relevant cover pool's assets. The administrator(s) is(are) entitled to dispose cover pool's assets and to receive all payments on the relevant cover assets in order to ensure full satisfaction of the holders of the Pfandbriefe. However, to the extent that these assets will apparently not be necessary to satisfy the claims, the insolvency administrator of the Pfandbrief issuer is entitled to demand that these assets be transferred to the insolvency estate.

With the consent of the BaFin, the administrator(s) may transfer all or part of the Pfandbrief liabilities and the corresponding cover assets to another Pfandbrief issuer.

Jumbo Pfandbriefe

Jumbo Pfandbriefe are governed by the same laws as Pfandbriefe and therefore cannot be classified as a type of assets apart from Pfandbriefe. However, in order to improve the liquidity of the Pfandbrief market certain Pfandbrief issuers have agreed upon certain minimum requirements for Jumbo Pfandbriefe (*Mindeststandards von Jumbo-Pfandbriefen*) applicable to such Pfandbriefe which are issued as Jumbo Pfandbriefe. These minimum requirements are not statutory provisions. Instead, they should be regarded as voluntary self-restrictions which limit the options issuers have when structuring Pfandbriefe. The minimum requirements include the following provisions:

- (i) *Minimum issue size.* The minimum issue size of a Jumbo Pfandbrief is EUR 1 billion. If the minimum size is not reached within the initial issue, a Pfandbrief may be increased by way of a tap to give it Jumbo Pfandbrief status, provided all the requirements stated under Nos. ii to vii are fulfilled.

- (ii) *Format.* Only Pfandbriefe of straight bond format (i.e. fixed coupon payable annually in arrears, bullet redemption) may be offered as Jumbo Pfandbriefe.
- (iii) *Stock market listing.* Jumbo Pfandbriefe must be listed on an organised market in a EU or EEA member state immediately after issue, or not later than 30 calendar days after the settlement date.
- (iv) *Syndicate banks.* Jumbo Pfandbriefe must be placed by a syndicate consisting of at least five banks (syndicate banks).
- (v) *Quoting.* The syndicate banks act as market makers; in addition to their own system, they pledge to quote prices upon application and bid/ask (two-way) prices at the request of investors on an electronic trading platform and in telephone trading.
- (vi) *Publishing of average spreads.* The syndicate banks pledge to report daily for each Jumbo Pfandbrief outstanding (life to maturity from 24 months upwards) the spread vs. asset swap. The average spreads, which are calculated for each Jumbo Pfandbrief by following a defined procedure, are published on the vdp's website.
- (vii) *Transfer and buyback.* A subsequent transfer to the name of an investor is not permitted (restriction on transferability). It is permitted to buy back securities for redemption purposes or for cover pool monitor administration if the outstanding volume of the issue does not fall below EUR 1 billion at any time. The issuer must publicly announce any buyback, the planned volume thereof and the issue envisaged for repurchase at least 3 banking days in advance, and make sure that extensive transparency is given in the market. After a buyback transaction it is not permitted to tap the issue in question for a period of one year.
- (viii) *Loss of status.* If one of the aforementioned requirements is not met, the issue will lose its Jumbo Pfandbrief status. Jumbo Pfandbriefe that were issued before 28 April 2004, and have a volume of less than EUR 1 billion retain the status of a Jumbo Pfandbrief notwithstanding the requirements set out under (i) above if the other aforementioned provisions are met.

The minimum requirements are supplemented by additional recommendations (*Empfehlungen*) and a code of conduct applicable to issuers of Jumbo Pfandbriefe (*Wohlverhaltensregeln für Emittenten*). Neither the recommendations nor the code of conduct are statutory provisions.

With the consent of the BaFin, the administrator may transfer all or part of the Pfandbrief liabilities and the corresponding cover assets to another Pfandbrief issuer.

Terms and Conditions – English Language Version

Introduction

The Terms and Conditions of the Securities (the “**Terms and Conditions**”) as will be completed by the Final Terms (or as completed and amended by the Pricing Supplement, in case of Exempt Securities) are set forth below for five options. In case of Registered Securities or Credit Linked Notes the Terms and Conditions are furthermore amended by the applicable Annex (or, if the Registered Securities Annex and the Credit Linked Notes Annex applies, the applicable Annexes).

- Terms and Conditions for fixed rate and zero coupon Notes (Option I);
- Terms and Conditions for floating rate Notes (Option II);
- Terms and Conditions for fixed rate or zero coupon Pfandbriefe (Option III);
- Terms and Conditions for floating rate Pfandbriefe (Option IV); and
- Terms and Conditions for Structured Notes (Option V).

The set of Terms and Conditions for each of these Options contains certain further options, which are characterised accordingly by indicating the respective optional provision through instructions and explanatory notes set out either on the left column of or in square brackets within the Terms and Conditions.

In the Final Terms (or Pricing Supplement, in case of Exempt Securities) the Issuer will determine, which of Option I, Option II, Option III, Option IV or Option V including certain further options contained therein, respectively, shall apply with respect to an individual issue of Securities, either by replicating the relevant provisions or by referring to the relevant options.

To the extent that upon the approval of the Prospectus the Issuer did not have knowledge of certain items which are applicable to an individual issue of Securities and which are category B and C information pursuant to the Regulation EC No. 809/2004, this Prospectus contains placeholders set out in square brackets which include the relevant items that will be completed by the Final Terms (or Pricing Supplement, in case of Exempt Securities).

Terms and Conditions for Fixed Rate and Zero Coupon Notes (Option I)

This Series of Notes (the “**Securities**”) is issued pursuant to an Agency Agreement containing the Terms and Conditions (the “**Conditions**”) of the Securities dated 26 June 2014 (as such agreement may be amended and/or supplemented and/or restated from time to time, the “**Agency Agreement**”) between, *inter alia*, Deutsche Bank Aktiengesellschaft (“**Deutsche Bank**” or the “**Issuer**”) and [Deutsche Bank Aktiengesellschaft] [Deutsche Bank Aktiengesellschaft acting through its London branch] as fiscal agent (the “**Fiscal Agent**”, which expression shall include any successor fiscal agent thereunder) and the other parties named therein. Copies of the Agency Agreement may be obtained free of charge at the specified office of the Fiscal Agent, at the specified office of any Paying Agent and at the head office of the Issuer.

**IN CASE OF
ENGLISH
SECURITIES THE
FOLLOWING
APPLIES:**

The Securityholders [and] [,] [Couponholders] [and] [Receiptholders] are entitled to the benefit of the Deed of Covenant (the “**Deed of Covenant**”) dated 26 June 2014 and made by the Issuer. The original of the Deed of Covenant is held by the common depository of the Clearing Systems.

**IN CASE OF
SECURITIES
GUARANTEED BY
DEUTSCHE BANK
AG, NEW YORK
BRANCH THE
FOLLOWING
APPLIES:**

The payment of all amounts payable in respect of the Securities has been guaranteed by Deutsche Bank AG, New York Branch as the guarantor (the “**Guarantor**”) pursuant to an English law deed of guarantee dated on or prior to the Issue Date (the “**Deed of Guarantee**”) executed by the Guarantor, the form of which is set out in the Agency Agreement. The original of the Deed of Guarantee will be held by the Fiscal Agent on behalf of the Securityholders, the Couponholders and the Receiptholders at its specified office.

**IF THE TERMS
AND CONDITIONS
SET OUT IN THIS
OPTION I ARE
NOT REPLICATED
AND COMPLETED
IN THE FINAL
TERMS THE
FOLLOWING
APPLIES:**

Each Tranche of Securities other than Exempt Securities (as defined below) will be the subject of final terms (each a “**Final Terms**”) and each Tranche of Exempt Securities will be the subject of a pricing supplement (each a “**Pricing Supplement**”) unless specified otherwise. Any reference in these Conditions to “**Final Terms**” shall be deemed to include a reference to “**Pricing Supplement**” where relevant. The provisions of the following Conditions apply to the Securities as completed by the provisions of Part I of the applicable Final Terms or, if the Securities are neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive (an “**Exempt Security**”), as may be supplemented, replaced or modified by the applicable Pricing Supplement for the purposes of the Securities. The expression “**Prospectus Directive**” means Directive 2003/71/EC and amendments thereto, including the 2010 PD Amending Directive to the extent implemented in the relevant Member State of the European Economic Area and includes any relevant implementing measure in the relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU. The blanks in the provisions of Part I of these Conditions which are applicable to the Securities shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in such provisions; alternative or optional provisions of these Conditions as to which the corresponding provisions of the Final Terms are not completed or are deleted shall be deemed to be deleted from these Conditions; and

all provisions of these Conditions which are inapplicable to the Securities (including instructions, explanatory notes and text set out in square brackets) shall be deemed to be deleted from these Conditions, as required to give effect to the terms of the Final Terms.

**IN CASE OF
PARTLY-PAID
SECURITIES THE
FOLLOWING
APPLIES:³**

These Securities are Partly-paid Securities. The Securities should not be offered, sold, transferred, pledged or delivered in the United States or to, or for the benefit of, any U.S. persons.

§ 1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) *Currency and Denomination.* This Series of Securities is issued by the Issuer [acting through its [London branch (“**Deutsche Bank AG, London Branch**”)] [Milan branch (“**Deutsche Bank AG, Milan Branch**”)] [Sydney branch (“**Deutsche Bank AG, Sydney Branch**”)] [branch in Portugal (“**Deutsche Bank AG, Sucursal em Portugal**”)] [branch in Spain (“**Deutsche Bank AG, Sucursal en España**”)] [Hong Kong branch (“**Deutsche Bank AG, Hong Kong Branch**”)] [Singapore branch (“**Deutsche Bank AG, Singapore Branch**”)] [other relevant location other than New York] branch]] and is issued in [if the Specified Currency is different from the currency of the Specified Denomination the following applies: [Specified Currency] (the “Specified Currency”)] [if the Specified Currency and the currency of the Specified Denomination are not the same the following applies: [currency of Specified Denomination]] in the aggregate principal amount of [up to] [aggregate principal amount] (in words: [aggregate principal amount in words]) in [a] denomination[s] of [Specified Denomination[s]] (the “Specified Denomination[s]”) [in case the Specified Currency and the currency of the Specified Denomination are not the same the following applies: with a specified currency of [Specified Currency] (the “Specified Currency”). [in case of English Securities the following applies: The “Calculation Amount” in respect of each Security shall be [Calculation Amount].]

(2) *Form.* The Securities are being issued in bearer form and on issue will be represented by one or more global Securities (each a “**Global Security**”).

**IN CASE OF
SECURITIES
WHICH ARE ON
ISSUE
REPRESENTED
BY A
PERMANENT
GLOBAL
SECURITY THE
FOLLOWING
APPLIES:**

(3) *Permanent Global Security.* The Securities are represented by a permanent global security (the “**Permanent Global Security**”) without interest coupons or receipts. The Permanent Global Security shall bear the signatures of two authorised signatories of the Issuer [,] [and] shall be authenticated with a control signature [in case of Global Securities in NGN form the following applies: and shall be manually signed on behalf of and by power of attorney of the Issuer by the common safekeeper (the “**Common Safekeeper**”).]

[In case that Permanent Global Security is not exchangeable for Definitive Securities the following applies: Definitive Securities and interest coupons will not be issued.]

[In case that the Permanent Global Security is exchangeable in whole

³ Only applicable in case of Exempt Securities.

or in part for Definitive Securities the following applies: The Permanent Global Security will be exchangeable (free of charge), in whole or in part, for individual Securities [in the Specified Denomination[s]] in definitive form (“**Definitive Securities**”) [with coupons (“**Coupons**”) [,][and] [receipts (“**Receipts**”) [and] [talons (“**Talons**”) attached] upon [in case of exchangeable on request the following applies: not less than 60 days’ written notice from a Clearing System (acting on the instructions of any holder of an interest in the Permanent Global Security) to the Fiscal Agent as described therein] [in case Exchange Event provisions the following applies: the occurrence of an Exchange Event.] Definitive Securities [[and] [,] Coupons] [[and] Receipts] shall bear facsimile signatures of two authorised signatories of the Issuer and the Definitive Securities shall be authenticated with a control signature.]

[in case Exchange Event provisions the following applies: For these purposes, “**Exchange Event**” means that (i) an Event of Default (as defined in § [9]) has occurred and is continuing, (ii) the Issuer has been notified that the Clearing System(s) have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Permanent Global Security in definitive form. The Issuer will promptly give notice to Securityholders in accordance with § [12] if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, the relevant Clearing System (acting on the instructions of any holder of an interest in such Permanent Global Security) may give notice to the Fiscal Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Fiscal Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Fiscal Agent.]

[In case that the Permanent Global Security is a Swiss Global Security the following applies: The Permanent Global Security will be exchangeable (free of charge), in whole or in part, for individual Securities [in the Specified Denomination[s]] in definitive form (“**Definitive Securities**”) [with coupons (“**Coupons**”) [,][and] [receipts (“**Receipts**”) [and] [talons (“**Talons**”) attached] if the Swiss Paying Agent, after consultation with the Issuer, deems the exchange into Definitive Securities to be necessary or useful, or if the presentation of Definitive Securities is required by Swiss or other applicable laws and regulations in connection with the enforcement of rights of Securityholders. Holders of Swiss Global Securities will not have the right to request delivery of Definitive Securities.]

IF THE SECURITIES ARE (I) INITIALLY REPRESENTED BY A TEMPORARY GLOBAL SECURITY WHICH WILL BE EXCHANGED FOR A PERMANENT GLOBAL

- (3) *Temporary Global Security – Exchange.*
 - (a) The Securities are initially represented by a temporary global security (the “**Temporary Global Security**”) without coupons or receipts. The Temporary Global Security will be exchangeable for a permanent global security (the “**Permanent Global Security**”) without interest coupons or receipts. The Temporary Global Security and the Permanent Global Security shall bear the signatures of two authorised signatories of the Issuer [,] [and] shall each be authenticated with a control signature [in case of Global Securities in NGN form the following applies: and shall be manually signed on behalf of and by power of attorney of the Issuer

SECURITY; (II)
GERMAN
SECURITIES; AND
(III) TEFRA D IS
APPLICABLE THE
FOLLOWING
APPLIES:

by the common safekeeper (the “**Common Safekeeper**”).
Definitive Securities and interest coupons will not be issued.

- (b) The Temporary Global Security shall be exchanged for the Permanent Global Security on a date (the “**Exchange Date**”) not later than 180 days after the date of issue of the Temporary Global Security. The Exchange Date for such exchange will not be earlier than 40 days after the date of issue of the Temporary Global Security. Such exchange shall only be made to the extent that certifications have been delivered to the effect that the beneficial owner or owners of the Securities represented by the Temporary Global Security is not a U.S. person or are not U.S. persons (other than certain financial institutions or certain persons holding Securities through such financial institutions). **[In case of Securities other than Zero Coupon Securities the following applies:** Payment of interest on Securities represented by a Temporary Global Security will be made only after delivery of such certifications.] Any such certification received on or after the 40th day after the date of issue of the Temporary Global Security will be treated as a request to exchange such Temporary Global Security pursuant to this sub-paragraph (b) of paragraph (3). Any securities delivered in exchange for the Temporary Global Security shall be delivered only outside of the United States (as defined in § 4(3)).

IF THE
SECURITIES ARE
(I) INITIALLY
REPRESENTED
BY A
TEMPORARY
GLOBAL
SECURITY WHICH
WILL BE
EXCHANGED FOR
A PERMANENT
GLOBAL
SECURITY WHICH
IS
EXCHANGEABLE
FOR DEFINITIVE
SECURITIES ON
REQUEST OR IN
THE EVENT OF
AN EXCHANGE
EVENT; (II)
ENGLISH
SECURITIES; AND
(III) TEFRA D
APPLIES THE
FOLLOWING
APPLIES:

(3) *Temporary Global Security – Exchange.*

- (a) The Securities are initially issued in the form of a temporary global security (a “**Temporary Global Security**”) without coupons or receipts. The Temporary Global Security will be exchangeable for a permanent global Security (the “**Permanent Global Security**”) without interest coupons or receipts. The Temporary Global Security shall be delivered on or prior to the original issue date of the Securities to a **[in case of Global Securities in NGN form the following applies:** common safekeeper (the “**Common Safekeeper**”) **[in case of Global Securities in CGN form the following applies:** common depository (the “**Common Depository**”) for the Clearing Systems. Whilst any Security is represented by a Temporary Global Security, payments of principal, interest (if any) and any other amount payable in respect of the Securities due prior to the Exchange Date (as defined below) will be made against presentation of the Temporary Global Security only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Security are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by the relevant Clearing System and the relevant Clearing System has given a like certification (based on the certifications it has received) to the Fiscal Agent.
- (b) The Temporary Global Security shall be exchangeable (free of charge) upon a request as described therein, on and after the date (the “**Exchange Date**”) which is 40 days after the Temporary Global Security is issued, for interests in the Permanent Global Security against certification of beneficial ownership as described above unless such certification has already been given.

- (c) The holder of a Temporary Global Security will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification of beneficial ownership, exchange of the Temporary Global Security for an interest in the Permanent Global Security is improperly withheld or refused.
- (d) The Permanent Global Security will be exchangeable (free of charge), in whole but not in part, for individual Securities [in the Specified Denomination[s]] in definitive form (“**Definitive Securities**”) [with coupons (“**Coupons**”) [.] [and] [receipts (“**Receipts**”)] [and] [talons (“**Talons**”)] attached] upon [in case of exchangeable on request the following applies: not less than 60 days’ written notice from a Clearing System (acting on the instructions of any holder of an interest in the Permanent Global Security) to the Fiscal Agent as described therein] [in case Exchange Event provisions the following applies: only upon the occurrence of an Exchange Event.] For these purposes, “**Exchange Event**” means that (i) an Event of Default (as defined in § [9]) has occurred and is continuing, (ii) the Issuer has been notified that the Clearing Systems have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Permanent Global Security in definitive form. The Issuer will promptly give notice to Securityholders in accordance with § [12] if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, the relevant Clearing System (acting on the instructions of any holder of an interest in such Permanent Global Security) may give notice to the Fiscal Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Fiscal Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Fiscal Agent.

IN CASE OF SECURITIES INITIALLY REPRESENTED BY A TEMPORARY GLOBAL SECURITY WHICH WILL BE EXCHANGED IN WHOLE OR IN PART FOR DEFINITIVE SECURITIES AND TEFRA D APPLIES THE FOLLOWING APPLIES:

- (3) *Temporary Global Security – Exchange.* The Securities are initially represented by a temporary global security (the “**Temporary Global Security**”) without interest coupons or receipts. The Temporary Global Security will be exchangeable for individual Securities in the Specified Denomination[s] in definitive form (“**Definitive Securities**”) [with attached interest coupons (“**Coupons**”) [and receipts (“**Receipts**”)]]. The Temporary Global Security shall bear the signatures of two authorised signatories of the Issuer [.] [and] shall be authenticated with a control signature. Definitive Securities [[and] [.] Coupons] [[and] Receipts] shall bear the facsimile signatures of two authorised signatories of the Issuer and the Definitive Securities shall be authenticated with a control signature.

- (4) *Clearing System.* [The [Temporary Global Security and the] Permanent Global Security will be [held by a common depository] [kept in custody] by or on behalf of a Clearing System until [, in case of the Permanent Global Security,] all obligations of the Issuer under the Securities have been satisfied. **“Clearing System”** means [in case of more than one Clearing System the following applies: each of] the following: [Clearstream Banking AG, Neue Börsenstraße 8, 60487 Frankfurt am Main, Germany (“CBF”)]⁴ [,] [and] [Clearstream Banking, *société anonyme*, 42 Avenue JF Kennedy, 1855 Luxembourg, Luxembourg (“CBL”)] [,] [and] [Euroclear Bank S.A./N.V., Boulevard du Roi Albert II, 1210 Brussels, Belgium (“Euroclear”)] [,] [and] [SIX SIS AG, Baslerstrasse 100, 4600 Olten, Switzerland (“SIS”)] [and] [specify other Clearing System] and any successor in such capacity.]

[In case of English Securities the following applies: For so long as any of the Securities is represented by a Global Security deposited with any Clearing System or with any (common) depository or (common) safekeeper for such Clearing System(s), each person (other than the Clearing System(s)) who is for the time being shown in the records of the Clearing System(s) as the holder of a particular principal amount of such Securities (in which regard any certificate or other document issued by the Clearing System(s) as to the principal amount of such Securities standing to the account of any person shall be conclusive and binding for all purposes save in case of manifest error) shall be treated by the Issuer, the Fiscal Agent, the Paying Agent(s) and the Calculation Agent as the holder of such principal amount of such Securities for all purposes other than with respect to the payment of principal or interest on such principal amount of such Securities, for which purpose the bearer of the relevant Global Security shall be treated by the Issuer, the Fiscal Agent, the Paying Agent(s) and the Calculation Agent as the holder of such principal amount of such Securities in accordance with and subject to the terms of the relevant Global Security and the expressions **“Securityholder”** and **“holder of Securities”** and related expressions shall be construed accordingly.]

IN CASE OF SECURITIES KEPT IN CUSTODY ON BEHALF OF THE ICSDS THE FOLLOWING APPLIES:

[In case of Global Securities in NGN form the following applies: The Securities are issued in new global note (“NGN”) form and are kept in custody by a Common Safekeeper on behalf of both Euroclear and CBL (each an “ICSD” and together the “ICSDs”).

[In case of Global Securities in CGN form the following applies: The Securities are issued in classic global note (“CGN”) form and are kept in custody by a common depository on behalf of both Euroclear and CBL (each an “ICSD” and together the “ICSDs”).]

- (5) *Securityholder.* **“Securityholder”** [in case of German Securities the following applies: means, in respect of Securities deposited with any Clearing System or other central securities depository, any holder of a proportionate co-ownership or another comparable right in the Securities so deposited] [in case of English Securities the following applies: means, in relation to any Securities, the holders of the Securities and shall, in relation to any Securities represented by a Global Security, be construed as provided in paragraph (4) above].

⁴ As a general rule all issues of Securities to be listed on the Frankfurt Stock Exchange will usually have to be accepted for clearing through CBF.

IN CASE OF GLOBAL SECURITIES IN NGN FORM THE FOLLOWING APPLIES:

- (6) *Records of the ICSDs.* The principal amount of Securities represented by the Global Security shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Securities) shall be conclusive evidence of the principal amount of Securities represented by the Global Security and, for these purposes, a statement (which statement shall be made available to the bearer upon request) issued by an ICSD stating the principal amount of Securities so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Securities represented by such Global Security the Issuer shall procure that details of any redemption, payment, or purchase and cancellation (as the case may be) in respect of the Global Security shall be entered pro rata in the records of the ICSDs and, upon any such entry being made, the principal amount of the Securities recorded in the records of the ICSDs and represented by the Global Security shall be reduced by the aggregate principal amount of the Securities so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid.

- [(7)] *References to Securities.* References in these Conditions to the "Securities" include (unless the context otherwise requires) references to any global security representing the Securities [and any Definitive Securities] **[in case of Securities issued with Coupons the following applies:** and the Coupons **[in case of Securities issued with Receipts the following applies:** and Receipts] appertaining thereto].

- [[8)] *References to Coupons.* References in these Conditions to "Coupons" include (unless the context otherwise requires) references to Talons.]

§ 2

STATUS [in case of Securities guaranteed by Deutsche Bank AG, New York Branch the following applies: AND GUARANTEE]

IN CASE OF UN-SUBORDINATED SECURITIES THE FOLLOWING APPLIES:

- [(1)] *Status.]* The obligations under the Securities constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer except for any obligations preferred by law.

IN CASE OF UN-SUBORDINATED SECURITIES GUARANTEED BY DEUTSCHE BANK AG, NEW YORK BRANCH THE FOLLOWING APPLIES:

- (2) *Guarantee.* Deutsche Bank AG, New York Branch as Guarantor has given its unconditional and irrevocable guarantee (the "**Guarantee**") for the due and punctual payment of all amounts due in respect of the Securities. The form of the Deed of Guarantee is set out in the Agency Agreement and copies of the Deed of Guarantee may be obtained free of charge from the specified offices of the Fiscal Agent and each of the Paying Agents.

**IN CASE OF
SUBORDINATED
SECURITIES THE
FOLLOWING
APPLIES:**

The Securities are intended to qualify as Tier 2 capital (*Ergänzungskapital*) of the Issuer.

The Securities constitute unsecured and subordinated obligations of the Issuer, ranking *pari passu* among themselves and *pari passu* with all other subordinated obligations of the Issuer, except as otherwise provided by applicable law or the terms of any such other obligations. In the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against, the Issuer, the obligations under the Securities shall be fully subordinated to the claims of other unsubordinated creditors of the Issuer so that in any such event no amounts shall be payable in respect of the Securities until the claims of such other unsubordinated creditors of the Issuer have been satisfied in full. No Securityholder may set off his claims arising under the Securities against any claims of the Issuer. No security or guarantee of whatever kind is, or shall at any time be, provided by the Issuer or any other person securing rights of the Securityholders under the Securities.

No subsequent agreement may limit the subordination pursuant to the provisions set out in this § 2 or shorten the term of the Securities or any applicable notice period. Any redemption or repurchase of the Securities prior to their scheduled maturity requires the prior consent of the competent supervisory authority of the Issuer. If the Securities are redeemed or repurchased by the Issuer otherwise than in the circumstances described in this § 2 or as a result of an early redemption pursuant to § 5(2), § 5[(4)] [or § [7](2)], then the amounts redeemed or paid must be returned to the Issuer irrespective of any agreement to the contrary unless the competent supervisory authority has given its consent to such early redemption or repurchase.

**IN CASE OF SECURITIES OTHER THAN ZERO COUPON SECURITIES THE FOLLOWING § 3
APPLIES:**

**§ 3
INTEREST**

[In case of Securities issued by Deutsche Bank AG, London Branch which may be redeemed for value which is less than par the following applies:

Amounts described herein as being payable by way of interest are consideration both for the use of the principal subscribed for the Securities and compensation in recognition that the value for which the Securities may be redeemed may be less than the principal subscribed.]

(1) *Rate of Interest and Interest Periods.*

[In case Step-up/Step-down is not applicable the following applies:

(a) Each Security bears interest [*in case of Partly-paid Security the following applies:*⁵ on the amount paid up] from (and including) the [Interest Commencement Date] (the “Interest Commencement Date”) at [the rate per annum equal to the Rate(s) of Interest with a description of the relevant rate applying to each Interest Period] ([the] [each a] “Rate of Interest”). Interest will accrue in respect of each Interest Period.]

[In case Step-up/Step-down is applicable the following applies:

⁵ Only applicable in case of Exempt Securities.

- (a) Each Security bears interest [*in case of Partly-paid Security the following applies:*⁶ on the amount paid up] from (and including) the [Interest Commencement Date] (the “Interest Commencement Date”) at a rate of:

[●] per cent. per annum from and including the Interest Commencement Date to but excluding [date];

[[●] per cent. per annum from and including [date] to but excluding [date];]⁷

[●] per cent. per annum from and including [date] to but excluding the Maturity Date,

(each a “Rate of Interest”). Interest will accrue in respect of each Interest Period.]

- (b) “Interest Period” means the period from (and including) the Interest Commencement Date to (but excluding) the first [if interest period(s) end on Interest Payment Date(s) the following applies: Interest Payment Date and thereafter from (and including) each Interest Payment Date to (but excluding) the next following Interest Payment Date] [if interest period(s) end on Interest Period End Date(s) the following applies: Interest Period End Date and thereafter from (and including) each Interest Period End Date to (but excluding) the next following Interest Period End Date (each such latter date the “Interest Period End Final Date” for the relevant Interest Period)].

["Interest Period End Date" means [Interest Period End Dates].

[in case Interest Periods are adjusted the following applies: If there is no numerically corresponding day on the calendar month in which an [Interest Payment Date] [Interest Period End Date] should occur or if any [Interest Payment Date] [Interest Period End Date] would otherwise fall on a day which is not a Business Day, then, [in case of the Following Business Day Convention the following applies: such [Interest Period End Date] [Interest Payment Date] shall be postponed to the next day which is a Business Day] [in case of the Modified Following Business Day Convention the following applies: such [Interest Payment Date] [Interest Period End Date] shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such [Interest Payment Date] [Interest Period End Date] shall be brought forward to the immediately preceding Business Day] [in case of the Preceding Business Day Convention the following applies: such [Interest Payment Date] [Interest Period End Date] shall be brought forward to the immediately preceding Business Day.]

- (c) “Business Day” means a day (other than Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in [all relevant

⁶ Only applicable in case of Exempt Securities.

⁷ Further period(s) to be inserted as required.

financial centres] [in case the Specified Currency is Euro the following applies: and the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open].

- (2) *Interest Payment Dates.* Interest will be payable in arrear on **[[Interest Payment Date(s)]** in each year up to (and including) the Maturity Date (as defined in § 5(1)) **[the [●] Business Day following each Interest Period End Date] [Interest Payment Date(s)]** (each such date, an “**Interest Payment Date**”). **[where an Interest Payment Date falls after the Interest Period End Final Date in respect of an Interest Period the following applies:** No additional interest or other amount shall be payable as a result of the interest in respect of an Interest Period being payable after the Interest Period End Final Date for such period.]
- (3) *Accrual of Interest.* Each Security shall cease to bear interest from the expiry of the day preceding the day on which it is due for redemption, unless payment of principal is improperly withheld or refused. If the Issuer shall fail to redeem each Security when due, interest shall continue to accrue on the outstanding principal amount of such Security from (and including) the due date for redemption until (but excluding) the **[in case of German Securities the following applies:** expiry of the day preceding the day of the actual redemption of the Securities at the default rate of interest established by law⁸.] **[in case of English Securities the following applies:** earlier of (i) the date on which all amounts due in respect of such Security have been paid, and (ii) five days after the date on which the full amount of the moneys payable in respect of such Security has been received by the Fiscal Agent and notice to that effect has been given to the Securityholders in accordance with § [12], at the Rate of Interest [applicable in respect of the last occurring Interest Period.]
- (4) *Interest Amount.* **[in case Interest Periods are unadjusted the following applies:** The amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on (but excluding) [such Interest Payment Date] [the Interest Period End Final Date in respect of such Interest Period], will amount to **[Fixed Coupon Amount]** (the “**Fixed Coupon Amount**”) **[if there are any Broken Amounts the following applies:** provided that the amount of interest payable on **[[Interest Payment Date for initial broken interest amount]** will amount to **[initial broken interest amount]**] **[and the interest amount payable on] [Interest Payment Date for final broken interest amount]** will amount to **[final broken interest amount]**] per **[in case of German Securities the following applies:** Security in a denomination of the Specified Denomination]**[in case of English Securities the following applies:** Calculation Amount.]

If Interest is required to be calculated for a period other than an Interest Period, the amount of interest payable in respect of **[in case the Clearing System is Euroclear and/or CBL unless specified otherwise in the Final Terms the following applies: [in case of German Securities the following applies: each Specified Denomination][in case of English Securities the following applies: the Calculation Amount]] [if the Clearing System is CBF the following applies, unless specified otherwise in the Final Terms: the aggregate outstanding principal amount]** for such period shall be calculated by applying the Rate of Interest

⁸ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288(1), 247 German Civil Code (*Bürgerliches Gesetzbuch*) and does not preclude claims for damages if these are higher.

and the Day Count Fraction (as defined below) to **[in case the Clearing System is Euroclear and/or CBL the following applies, unless specified otherwise in the Final Terms: [in case of German Securities the following applies: the Specified Denomination] [in case of English Securities the following applies: the Calculation Amount.]] [in case the Clearing System is CBF the following applies, unless specified otherwise in the Final Terms: the aggregate outstanding principal amount of the Securities represented by the Global Security] [in case of English Securities represented by Definitive Securities the following applies: the Calculation Amount]** and rounding the resultant figure to the nearest **[sub-unit] [in case of Japanese Yen the following applies: unit]** of the Specified Currency, with 0.5 of a **[sub-unit][unit]** being rounded upwards or otherwise in accordance with applicable market convention.]

[in case Interest Periods are adjusted the following applies: The amount of interest payable in respect of **[in case the Clearing System is Euroclear and/or CBL the following applies, unless specified otherwise in the Final Terms: [in case of German Securities the following applies: each Specified Denomination] [in case of English Securities the following applies: the Calculation Amount]] [in case the Clearing System is CBF the following applies, unless specified otherwise in the Final Terms: the aggregate outstanding principal amount]** for the relevant Interest Period shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to **[in case the Clearing System is Euroclear and/or CBL the following applies, unless specified otherwise in the Final Terms: the Specified Denomination][in case the Clearing System is CBF the following applies, unless specified otherwise in the Final Terms: the aggregate outstanding principal amount of the Securities represented by the Global Security] [in case of English Securities represented by Definitive Securities the following applies: [Calculation Amount] (the "Calculation Amount")]**, and rounding the resultant figure to the nearest **[sub-unit][in case of Japanese Yen the following applies: unit]** of the Specified Currency, with 0.5 of a **[sub-unit][unit]** being rounded upwards or otherwise in accordance with applicable market convention.]

"Day Count Fraction" means, in respect of an Interest Period:

**IN CASE OF
ACTUAL/ACTUAL
(ICMA RULE 251)
THE FOLLOWING
APPLIES:**

- [(a)** where the number of days in the Accrual Period is equal to or shorter than the Determination Period during which the relevant Accrual Period ends, the number of days in the Accrual Period divided by the product of (1) the number of days in the Determination Period and (2) the number of Determination Period Dates that would occur in one calendar year; and
- (b)** where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (i)** the number of days in the Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in the Determination Period and (y) the number of Determination Period Dates that would occur in one calendar year; and
 - (ii)** the number of days in the Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in the Determination Period and (y) the number of Determination Period Dates that would occur in

one calendar year.]

[In case of German Securities where the alternative above does not apply and there is one annual interest period, the following applies and (a) and (b) above do not apply: the actual number of days in the Accrual Period divided by the actual number of days in the respective interest year.]

[In case of German Securities where the first alternative above does not apply and two or more constant interest periods within an interest year apply, the following applies and (a) and (b) above do not apply: the actual number of days in the Accrual Period divided by the product of the number of days in the Determination Period and the number of Determination Period Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year.]
[in case of first/last short or long Interest Periods insert appropriate Actual/Actual (ICMA Rule 251) calculation method]

“Accrual Period” means the period from (and including) the most recent [Interest Payment Date] [Interest Period End Date] (or, if none, the Interest Commencement Date) to (but excluding) the relevant [Interest Payment Date] [Interest Period End Date].

["Determination Period” means the period from (and including) [Determination Period Dates] to (but excluding) [next Determination Period Date (including, where either the Interest Commencement Date or the Interest Payment Date/Interest Period End Date is not a Determination Period Date, the period commencing on the first Determination Period Date prior to, and ending on the first Determination Period Date falling after, such date)].]

IN CASE OF ACTUAL/365 (FIXED) THE FOLLOWING APPLIES:

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

IN CASE OF ACTUAL/365 (STERLING) THE FOLLOWING APPLIES:

the actual number of days in the Interest Period divided by 365 or, in case of an [Interest Payment Date] [Interest Period End Date] falling in a leap year, 366.

IN CASE OF ACTUAL/360 THE FOLLOWING APPLIES:

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

IN CASE OF 30/360, 360/360 OR BOND BASIS THE FOLLOWING APPLIES:

the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

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 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 CASE OF
30E/360 OR
EUROBOND
BASIS THE
FOLLOWING
APPLIES:**

the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

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, in which case D₂ will be 30.

**IN CASE OF
ACTUAL/ACTUAL
OR**

the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year

**ACTUAL/ACTUAL
(ISDA) THE
FOLLOWING
APPLIES:**

divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365).

**IN CASE OF
30E/360 (ISDA)
THE FOLLOWING
APPLIES:**

the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

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 of 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 of 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 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 Maturity Date or (ii) such number would be 31, in which case D₂ will be 30.

IN CASE OF ZERO COUPON SECURITIES THE FOLLOWING § 3 APPLIES:

§ 3 INTEREST

(1) *No Periodic Payments of Interest.* There will not be any periodic payments of interest on the Securities.

**IN CASE OF
GERMAN
SECURITIES, THE
FOLLOWING
APPLIES:**

(2) *Late Payment on Securities.* If the Issuer shall fail to redeem the Securities when due interest shall accrue on the outstanding [principal amount] [Redemption Amount] of the Securities as from (and including) the due date for redemption to (but excluding) expiry of the day preceding the day of the actual redemption of the Securities at the default rate of interest established by law] (The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288(1), 247 German Civil Code (*Bürgerliches Gesetzbuch*) and does not preclude claims for damages if these are higher.)

IN CASE OF ENGLISH SECURITIES THE FOLLOWING APPLIES:

- (2) *Late Payment on Securities.* If the amount payable in respect of any Security upon redemption of such Security pursuant to § 5(1), § 5[(6)], § [7](2) or upon its becoming due and repayable as provided in § [9] is improperly withheld or refused, the amount due and repayable in respect of such Security shall be the amount calculated as provided in the definition of “Amortised Face Amount” as though the references therein to the date fixed for the redemption or the date upon which such Security becomes due and payable were replaced by references to the date which is the earlier of:
- (a) the date on which all amounts due in respect of such Security have been paid; and
 - (b) five days after the date on which the full amount of the moneys payable in respect of such Securities has been received by the Fiscal Agent and notice to that effect has been given to the Securityholders in accordance with § [12].

§ 4 PAYMENTS

IN CASE OF GERMAN SECURITIES THE FOLLOWING APPLIES:

- (1) (a) *Payment of Principal.* Payment of principal in respect of the Securities shall be made, subject to paragraph (2), to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System upon presentation and (except in case of partial payment) surrender of the Global Security representing the Securities at the time of payment at the specified office of the Fiscal Agent outside the United States.
- (b) *Payment of Interest.* Payment of **[in case of Zero Coupon Securities the following applies:** accrued interest pursuant to § 3(2)] **[interest]** on Securities shall be made, subject to paragraph (2), to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.
- [In case of interest payable on a Temporary Global Security the following applies:** Payment of **[in case of Zero Coupon Securities the following applies:** accrued interest pursuant to § 3(2)] **[interest]** on Securities represented by the Temporary Global Security shall be made, subject to paragraph (2), to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System, upon due certification as provided in § 1(3)(b).]

IN CASE OF ENGLISH SECURITIES WHICH ARE REPRESENTED BY GLOBAL SECURITIES THE FOLLOWING APPLIES:

- (1) [(a)] *Payment of Principal.* For so long as the Securities are represented by a Global Security, payment of principal in respect of the Securities shall be made, subject to paragraph (2), against presentation and (except in case of partial payment) surrender of the Global Security at the time of payment at the specified office of the Fiscal Agent outside the United States. A record of payment of principal will be made on the Global Security by the Fiscal Agent.
- [If the Securities are not Instalment Securities the following applies:** Payment **[in case of Securities other than Zero**

Coupon Securities the following applies: of principal] in respect of Definitive Securities shall be made, subject to paragraph (2), against presentation and (except in case of partial payment where the Security shall be endorsed) surrender of the relevant Definitive Security to the Fiscal Agent or to any other Paying Agent outside the United States.]

[in case of Instalment Securities the following applies: *Payment of Instalments of Principal.* Payments of instalments of principal in respect of Definitive Securities other than the final instalment shall (subject as provided below) be made, subject to paragraph (2), against presentation and surrender (or, in case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with paragraph (2). Payment of the final instalment will be made in the manner provided in paragraph (2) below only against presentation and surrender (or, in case of part payment of any sum due, endorsement) of the relevant Security to the Fiscal Agent or any other Paying Agent outside the United States. Each Receipt must be presented for payment of the relevant instalment together with the Security to which it appertains. Receipts presented without the Security to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any Security becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.]

**IN CASE OF
ENGLISH
SECURITIES
OTHER THAN
ZERO COUPON
SECURITIES THE
FOLLOWING
APPLIES:**

- (b) *Payment of Interest.* For so long as the Securities are represented by a Global Security, payment of interest on Securities shall be made, subject to paragraph (2), against presentation of the Global Security at the specified office of the Fiscal Agent outside the United States. A record of payment of interest will be made on the Global Security by the Fiscal Agent.

Payment of interest on Definitive Securities shall be made, subject to paragraph (2), against presentation and (except in case of partial payment where the Coupon shall be endorsed) surrender of the relevant Coupons or, in case of Securities in respect of which Coupons have not been issued, or, in case of interest due otherwise than on a scheduled date for the payment of interest, against presentation of the relevant Definitive Securities, at the specified office of the Fiscal Agent outside the United States or at the specified office of any other Paying Agent outside the United States.

- (c) *Surrender of Coupons.* Each Security delivered with Coupons attached thereto must be presented and, except in case of partial payment of the redemption amount, surrendered for final redemption together with all unmatured Coupons relating thereto, failing which the amount of any missing unmatured Coupons (or, in case of a payment not being made in full, that portion of the amount of such missing Coupons which the redemption amount paid bears to the total redemption amount due) shall be deducted from the amount otherwise payable on such final redemption. If the Securities are issued with a maturity date and an interest rate or rates such that, on the presentation for payment of any such Definitive Security without any unmatured Coupons attached

thereto or surrendered therewith, the amount required to be deducted in accordance with the foregoing would be greater than the redemption amount otherwise due for payment, then, upon the due date for redemption of any such Definitive Security, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that the amount required to be deducted in accordance with the foregoing would not be greater than the redemption amount otherwise due for payment. Where the application of the preceding sentence requires some but not all of the unmatured Coupons relating to a Definitive Security to become void, the relevant Paying Agent shall determine which unmatured Coupons are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.]

**IN CASE OF
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:**

- (2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Securities shall be made in **[Specified Currency]**.

**IN CASE OF
SECURITIES
OTHER THAN
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:**

- (2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Securities shall be made in the freely negotiable and convertible currency.

[In case of payments in Euro the following applies: by transfer to a Euro account (or any other account to which Euro may be credited or transferred) maintained by the payee, Provided That, if any payments of amounts due fall to be made in a currency other than Euro, such payments shall be made in such currency by cheque payable in such currency drawn on a bank in the principal financial centre of the country of that currency or, at the option of the payee, by transfer to an account denominated in such currency maintained by the payee with a bank in such financial centre.]

[In case of payments in a currency other than Euro or U.S. dollars the following applies: by cheque payable in such currency drawn on a bank in the principal financial centre of the country of the Specified Currency or, at the option of the payee, by transfer to an account denominated in such currency (which, in case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with a bank in such financial centre.]

[In case of payments in U.S. dollars the following applies: by U.S. dollar cheque drawn on a bank in the United States or, at the option of the payee, by transfer to a U.S. dollar account maintained by the payee at a bank outside the United States.

- (3) *United States.* For purposes of **[in case of TEFRA D Securities where Securities are denominated or otherwise payable U.S. dollars the following applies:** § 1(3) [.] [and] this § 4 [and] [.] [§ 6(2)] [and § 7(2)], “United States” means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and

Northern Mariana Islands).

IN CASE OF
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:

- (4) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System in respect of the amount so paid.

IN CASE OF
ENGLISH
SECURITIES
REPRESENTED
BY GLOBAL
SECURITIES THE
FOLLOWING
APPLIES:

- (4) *Discharge.* For so long as the Securities are represented by a Global Security, the Issuer shall be discharged by payment to, or to the order of, the holder of the Global Security in respect of the amount to be paid. Each of the persons shown in the records of the relevant Clearing System as the beneficial holder of a particular principal amount of Securities represented by the Global Security must look solely to the relevant Clearing System for its share of each payment made by the Issuer to, or to the order of, the holder of such Global Security. In case of Definitive Securities, the Issuer shall be discharged by payment to the bearer of the Securities.

IN CASE OF
BEARER
SECURITIES FOR
WHICH
PRINCIPAL
AND/OR
INTEREST IS
PAYABLE IN U.S.
DOLLARS THE
FOLLOWING
APPLIES:

- Notwithstanding the foregoing provisions of this § 4, if any amount of principal and/or interest in respect of the Securities is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of the Securities will be made at the specified office of a Paying Agent in the United States if:
- (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Securities in the manner provided above when due;
 - (ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
 - (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.
- (5) *Payment Business Day.* If the date for payment of any amount in respect of any Security is not a Payment Business Day then the Securityholder shall not be entitled to payment until the next following Payment Business Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, "**Payment Business Day**" means any day (other than a Saturday or a Sunday) on which the Clearing System **[if the Specified Currency is Euro the following applies: [and] the Trans European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System] [is] [are] open and settle[s] payments [in case of (i) Specified Currency is not Euro, (ii) Specified Currency is Euro and the opening of general business in one or more financial centers is relevant, or (iii) English Securities the following applies: and commercial banks and**

foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in [(i)] **[any Relevant Financial Centre(s)]** [(ii)] the principal financial centre of the country of the Specified Currency **[where the Specified Currency is Australian dollars/New Zealand dollars the following applies: which shall be [Sydney][Auckland]]** **[in case of English Securities the following applies: and, in case of Definitive Securities only, [(iii)] the relevant place of presentation].**

(6) *References to Principal and Interest.* References in these Conditions to principal in respect of the Securities shall be deemed to include, as applicable: the Redemption Amount, the Early Redemption Amount, **[if redeemable at the option of Issuer for other than taxation reasons the following applies: the Call Redemption Amount,] [if redeemable at the option of the Securityholder the following applies: the Put Redemption Amount,]** and any premium and any other amounts which may be payable under or in respect of the Securities. [Reference in these Conditions to interest in respect of the Securities shall be deemed to include any Additional Amounts which may be payable under § [7]].

IN CASE OF GERMAN SECURITIES THE FOLLOWING APPLIES:

(7) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main principal or interest not claimed by Securityholders within twelve months after the relevant due date, even though such Securityholders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Securityholders against the Issuer shall cease.

**§ 5
REDEMPTION**

IN CASE OF SECURITIES OTHER THAN INSTALMENT SECURITIES THE FOLLOWING APPLIES:

(1) *Redemption at Maturity.* Unless previously redeemed, or purchased and cancelled, each **[in case of German Securities the following applies: Security] [in case of English Securities the following applies: principal amount of Securities equal to the Calculation Amount]** shall be redeemed at the Redemption Amount on **[in case of a specified Maturity Date: [Maturity Date]] [in case of a Redemption Month the following applies: the Interest Payment Date falling in [Redemption Month]]** (the “**Maturity Date**”). The “**Redemption Amount**” in respect of each principal amount of Securities shall be equal to **[in case of German Securities the following applies: the Specified Denomination] [in case of English Securities the following applies: the Calculation Amount] [in case of Zero Coupon Securities which are redeemed above par the following applies: [●]].**

IN CASE OF INSTALMENT SECURITIES THE FOLLOWING APPLIES:

(1) *Redemption in Instalments.* Unless previously redeemed in accordance with these Conditions, each Security shall be redeemed on the Instalment Dates at the Instalment Amounts set forth below:

Instalment Dates	Instalment Amounts
[Instalment Dates]	[Instalment Amounts]
[]	[]

IF SECURITIES ARE SUBJECT TO EARLY REDEMPTION AT THE OPTION OF THE ISSUER (ISSUER CALL) THE FOLLOWING APPLIES:

[] []

(2) *Early Redemption at the Option of the Issuer.*

- (a) The Issuer may, upon notice given in accordance with subparagraph (b), redeem all or some only of the Securities then outstanding on the Call Redemption Date[s] at the Call Redemption Amount[s] set forth below together with accrued interest, if any, to (but excluding) the relevant Call Redemption Date. **[In case of Minimum Redemption Amount or Higher Redemption Amount applies the following applies:** Any such redemption must be equal to [at least [Minimum Redemption Amount] [Higher Redemption Amount].

Call Redemption Date[s]	Call Redemption Amount[s]
-------------------------	---------------------------

[Call Redemption Date[s]]	[Call Redemption Amount[s]]
----------------------------------	------------------------------------

[_____]	[_____]
---------	---------

[_____]	[_____]
---------	---------

[In case of Subordinated Securities the following applies: Exercise of such option of the Issuer shall be conditional upon prior approval of the competent supervisory authority to such early redemption.]

[In case of Securities which are subject to Early Redemption at the Option of the Securityholder the following applies: The Issuer may not exercise such option in respect of any Security which is the subject of the prior exercise by the Securityholder thereof of its option to require the redemption of such Security under paragraph [(3)] of this § 5.]

- (b) Notice of redemption shall be given by the Issuer to the Securityholders in accordance with § [12]. Such notice shall specify:
- (i) name and securities identification number of the Securities;
 - (ii) whether the Securities are to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Securities which are to be redeemed;
 - (iii) the Call Redemption Date, which shall not be less than [30 days] [five Business Days] [other Minimum Notice] nor more than [Maximum Notice] days after the date on which notice is given by the Issuer to the Securityholders; and
 - (iv) the Call Redemption Amount at which such Securities are to be redeemed.]

[in case of German Securities represented by Global Securities the following applies:

- (c) In case of a partial redemption of Securities, Securities to be redeemed shall be selected not more than 30 days prior to the Call Redemption Date (such date the “**Selection Date**”) in accordance with the rules of the relevant Clearing System to be reflected in the records of such Clearing System as either a pool factor or a reduction in principal amount, at its discretion.]

[in case of English Securities represented by Global Securities and/or Definitive Securities the following applies:

- (c) In case of a partial redemption of Securities, the Securities to be redeemed (“**Redeemed Securities**”) will (i) in case of Redeemed Securities represented by definitive Securities, be selected individually by lot, not more than [30] [●] days prior to the date fixed for redemption and (ii) in case of Redeemed Securities represented by a Global Security, be selected in accordance with the rules of the Clearing Systems, (to be reflected in the records of the Clearing Systems as either a pool factor or a reduction in principal amount, at their discretion). In case of Redeemed Securities represented by definitive Securities, a list of the serial numbers of such Redeemed Securities will be published in accordance with § [12] not less than [14] [●] days prior to the date fixed for redemption.]

IN CASE OF SECURITIES OTHER THAN SUBORDINATED SECURITIES SUBJECT TO EARLY REDEMPTION AT THE OPTION OF A SECURITYHOLDER (INVESTOR PUT) THE FOLLOWING APPLIES:

[(3)] *Early Redemption at the Option of a Securityholder.*

- (a) The Issuer shall, at the option of the Securityholder of any Security, redeem such Security on the Put Redemption Date[s] at the Put Redemption Amount[s] set forth below together with accrued interest, if any, to (but excluding) the relevant Put Redemption Date.

Put Redemption Date[s]	Put Redemption Amount[s]
[Put Redemption Date[s]]	[Put Redemption Amount[s]]
[]	[]
[]	[]

[in case of Securities subject to early redemption at the option of the Issuer the following applies:

The Securityholder may not exercise such option in respect of any Security which is the subject of the prior exercise by the Issuer of its option to redeem such Security under this § 5.]

[In case of German Securities the following applies:

- (b) In order to exercise such option, the Securityholder must, not less than [five Business Days] [insert other Minimum Notice] and not more than [insert Maximum Notice to Issuer] days before the Put Redemption Date on which such redemption is required to be made as specified in the early redemption notice in the form available from the Fiscal Agent (the “**Put Notice**”), submit during

normal business hours to the Fiscal Agent a duly completed Put Notice. No option so exercised may be revoked or withdrawn.]

[In case of English Securities the following applies:

- (b) The Securityholder must, if this Security is in definitive form and held outside the Clearing Systems deliver, at the specified office of the Fiscal Agent or any Paying Agent at any time during normal business hours of such Paying Agent falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from the specified office of the Fiscal Agent and any specified office of any other Paying Agent (a “Put Notice”) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made. If this Security is in definitive form, the Put Notice must be accompanied by the Security or evidence satisfactory to the Fiscal Agent or the Paying Agent concerned that this Security will, following delivery of the Put Notice, be held to its order or under its control. If this Security is represented by a Global Security or is in definitive form and held through such Clearing Systems, to exercise this option the Securityholder must, within the notice period, give notice to the Fiscal Agent or other Paying Agent of such exercise in accordance with the standard procedures of such Clearing Systems (which may include notice being given on its instruction by such Clearing Systems or any common depositary for them to the Fiscal Agent or other Paying Agent by electronic means) in a form acceptable to such Clearing Systems from time to time and, if the Security is represented by a Global Security, at the same time present or procure the presentation of the relevant Global Security to the Fiscal Agent or other Paying Agent for notation accordingly.

No option so exercised or Security so deposited may be revoked or withdrawn unless prior to the due date for redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option may select by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Security forthwith due and payable pursuant to § [9].]

**IN CASE OF
SUBORDINATED
SECURITIES THE
FOLLOWING
APPLIES:**

- [(4)] *Early Redemption for Regulatory Reasons.* If the Issuer determines, in its own discretion, that it (i) may not treat the Securities in their full aggregate principal amount as Tier 2 capital for the purposes of its own funds in accordance with applicable law, other than for reasons of an amortisation in accordance with Art. 64 of the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (CRR), or (ii) is subject to any other form of a less advantageous regulatory own funds treatment with respect to the Securities than as of the Issue Date, the Securities may be redeemed, in whole but not in part, at any time at the option of the Issuer, subject to the prior consent of the competent supervisory authority, upon not less than [30] [●] and not more than [60] [●] days' prior notice of redemption at the Early Redemption Amount together with interest (if any) accrued to the date fixed for redemption (exclusive).

Any notice in accordance with this paragraph ([4]) shall be given only following the Issuer having received the consent of the competent

supervisory authority by publication in accordance with § [12]. Such notice shall be irrevocable and shall state the date fixed for redemption and the reason for the redemption.

**IN CASE
REDEMPTION
FOR ILLEGALITY
IS APPLICABLE
THE FOLLOWING
APPLIES:**

[(5)] *Redemption for Illegality.* In the event that the Calculation Agent determines in good faith that the performance of the Issuer's obligations under the Securities or that any arrangements made to hedge the Issuer's obligations under the Securities has or will become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, the Issuer having given not less than 10 nor more than 30 days' notice to Securityholders in accordance with § [12] (which notice shall be irrevocable), may, on expiry of such notice, redeem all, but not some only, of the Securities, each Security being redeemed at the Early Redemption Amount together (if applicable) with interest accrued to (but excluding) the date of redemption.

[(6)] *Early Redemption Amount.* The early redemption amount of each principal amount of Securities equal to **[in case of German Securities the following applies: the Specified Denomination] [in case of English Securities the following applies: the Calculation Amount]** (the "**Early Redemption Amount**") shall be equal to [its principal amount plus accrued interest] [the Redemption Amount] **[[●]]%** of the Specified Denomination] [the fair market value] [(plus accrued but unpaid interest)] [the Amortised Face Amount] [less Early Redemption Unwind Costs]. **[In case fair market value is applicable the following applies: The fair market value shall be determined by the Calculation Agent [at its reasonable discretion]. For the purposes of determining the fair market value no account shall be taken of the financial condition of the Issuer, which shall be presumed to be able to perform fully its obligations in respect of the Securities.]**

[In case Early Redemption Unwind Costs are used to calculate the Early Redemption Amount the following applies: "Early Redemption Unwind Costs" means [specified amount] [in case of "Standard Early Redemption Unwind Costs" applies: an amount determined by the Calculation Agent equal to the sum of (without duplication) all costs, expenses (including loss of funding), tax and duties incurred by the Issuer in connection with the redemption of the Securities and the related termination, settlement or re-establishment of any hedge or related trading position, such amount to be apportioned *pro rata* amongst each [in case of German Securities the following applies: principal amount of Securities in the Specified Denomination] [in case of English Securities the following applies: principal amount of Securities equal to the Calculation Amount].]

[In case Zero Coupon Securities the following applies: "Amortised Face Amount" means [an amount calculated in accordance with the following formula:

$$RP \times (1 + AY)^Y$$

where:

"RP" means **[Reference Price]**; and

“AY” means **[Amortisation Yield expressed as a decimal]**; and

“y” is [a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of twelve months of 30 days each) from (and including) **[Issue Date of the first Tranche of the Securities]** to (but excluding) the date fixed for redemption [or (as the case may be) the date upon which such Security becomes due and repayable] and the denominator of which is 360].]

§ [6] AGENTS

- (1) *Appointment.* The Fiscal Agent **[[,] [and] the Paying Agent[s] [,] [and] [the Calculation Agent]]** and **[its] [their] [respective] office[s] [is] [are]**:

Fiscal Agent: **[in case of German Securities the following applies:**
[Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Germany] **[●]**

[in case of English Securities the following applies:
[Deutsche Bank AG, London Branch
Winchester House,
1 Great Winchester Street
London EC2N 2DB
United Kingdom] **[●]**

(the “**Fiscal Agent**”)

Paying Agent[s]:[Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Germany]

[Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom]

[Deutsche Bank Luxembourg S.A.
2 boulevard Konrad Adenauer
L-1115 Luxembourg
Luxembourg]

[in case of Securities listed on the SIX Swiss Exchange the following applies:
Deutsche Bank AG, Zurich Branch
Uraniastrasse 9
P.O. Box 3604
8021 Zurich
Switzerland

(the “Swiss Paying Agent”)]

[each a] [the] “Paying Agent” [and together the “Paying Agents”]]

[In case the Fiscal Agent is to be appointed as Calculation Agent the following applies: The Fiscal Agent shall also act as Calculation Agent (the “Calculation Agent”).]

[In case of a Calculation Agent other than the Fiscal Agent is to be appointed the following applies: The Calculation Agent and its initial specified office shall be:

[name and specified office] (the “Calculation Agent”)]

The Fiscal Agent[,] [and] [the Paying Agent[s]] [and] [the Calculation Agent] reserve[s] the right at any time to change [its] [their] respective office to some other offices.

- (2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent [,] [or] [the] [any] Paying Agent] [,] [or] [the Calculation Agent] and to appoint another Fiscal Agent [or another or additional Paying Agents] [or] [another Calculation Agent]. The Issuer shall at all times maintain (a) a Fiscal Agent **[in case of Securities admitted to trading on, or listed on the Official List of, a stock exchange the following applies: [,] [and]** (b) so long as the Securities are admitted to trading or listed on the Official List, of the **[name of Stock Exchange]**, a Paying Agent (which may be the Fiscal Agent) with an office in **[location of Stock Exchange]** and/or in such other place as may be required by the rules of such stock exchange (or any other relevant authority) **[in case of payments in U.S. dollars the following applies: [,] [and]** [(c) if payments at or through the offices of all Paying Agents outside the United States (as defined in § 4(3)) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in U.S. dollars, a Paying Agent with an office in the United States] **[in case of any Calculation Agent is to be appointed the following applies:** and [(d) a Calculation Agent. Any variation, termination, appointment or change shall only take effect (other than in case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days’ prior notice thereof shall have been given to the Securityholders in accordance with § [12].
- (3) *Agents of the Issuer.* The Fiscal Agent [,] [and] the Paying Agent[s] [and] [the Calculation Agent] act solely as agents of the Issuer and do not have any obligations towards, or relationship of agency or trust with any Securityholder [,] [or] [Couponholder] [or] [Receiptholder]. The Agency Agreement contains provisions permitting any entity into which any agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become successor agent.

§ [7] TAXATION

IN CASE OF SECURITIES

All amounts payable in respect of the Securities shall be made with such deduction or withholding of taxes, duties or governmental charges of any nature whatsoever

WITHOUT GROSS-UP FOR WITHHOLDING TAXES THE FOLLOWING APPLIES:

imposed, levied or collected by the way of deduction or withholding, if such deduction or withholding is required by law (including pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof ("**FATCA**") or pursuant to any law implementing an intergovernmental approach to FATCA).

IN CASE OF SECURITIES WITH GROSS-UP FOR WITHHOLDING TAXES THE FOLLOWING APPLIES:

- (1) *Withholding Taxes and Additional Amounts.* All amounts payable in respect of the Securities shall be made without deduction or withholding for or on account of any present or future taxes, duties or governmental charges of any nature whatsoever imposed or levied by way of deduction or withholding (i) by or on behalf of [Germany] [the United Kingdom] [Portugal] [Spain] [Australia] [**country in which any other issuing branch is located**] or any political subdivision or any authority thereof or therein having power to tax or (ii) pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof ("**FATCA**") or any law implementing an intergovernmental approach to FATCA ("**Withholding Taxes**") unless such deduction or withholding is required by law (including pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to FATCA or any law implementing an intergovernmental approach to FATCA).

In such event, the Issuer shall, to the fullest extent permitted by law, pay such additional amounts of principal and interest (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Securityholders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes, duties or governmental charges which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Securityholder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it; or
- (b) are payable by reason of the Securityholder having, or having had, some personal or business connection with [Germany] [the United Kingdom] [Portugal] [Spain] [Australia] [**country in which any other issuing branch is located**] and not merely by reason of the fact that payments in respect of the Securities are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, [Germany] [the United Kingdom] [Australia] [**country in which any other issuing branch is located**]; or
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which [Germany] [the United Kingdom] [Portugal] [Spain] [Australia] [**country in which any other issuing branch is located**] or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding; or

- (d) are required by reason of an agreement described in Section 1471(b) of the Code or otherwise required by FATCA or any law implementing an intergovernmental approach to FATCA; or
- (e) are presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that a Securityholder would have been entitled to additional amounts on presenting the same for payment on the last day of the period of 30 days assuming that day to have been a Business Day; or
- (f) are withheld or deducted in relation to a Security presented for payment by or on behalf of a Securityholder who would have been able to avoid such withholding or deduction by presenting the relevant Security to another Paying Agent in a Member State of the European Union; or
- (g) are deducted or withheld by a Paying Agent from a payment if the payment could have been made by another Paying Agent without such deduction or withholding; or
- (h) would not be payable if the Securities had been kept in safe custody with, and the payments had been collected by, a banking institution; or
- (i) are payable by reason of a change in law or practice that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with § [12], whichever occurs later[.]; or]

[in case of Securities issued by Deutsche Bank AG, Sydney Branch the following applies:

- (j) are payable by reason of the Securityholder being an associate of the Issuer for the purposes of section 128F (6) of the Income Tax Assessment Act 1936 of Australia.]

- (2) *Early redemption.* If, as a result of any change in, or amendment to, the laws or regulations prevailing in [Germany] [the United Kingdom] [Portugal] [Spain] [Australia] **[country in which any other issuing branch is located]** or the United States, which change or amendment becomes effective on or after **[Issue Date of the first Tranche of this Series of Securities]**, or as a result of any application or official interpretation of such laws or regulations not generally known before that date, Withholding Taxes are or will be leviable on payments of principal or interest in respect of the Securities, and, by reason of the obligation to pay Additional Amounts as provided in paragraph (1), such Withholding Taxes are to be borne by the Issuer, the Issuer may **[in case of Subordinated Securities the following applies:** , subject to prior consent of the competent supervisory authority,] redeem the Securities in whole, but not in part, at any time, on giving not less than 30 days' notice, at their Early Redemption Amount **[in case of Securities other than Zero Coupon Securities the following applies:** together with interest accrued to the date fixed for redemption]. No such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to withhold or pay Withholding Taxes were a payment in respect of the Securities then made.

- (3) *Notice.* Any such notice shall be given by publication in accordance with § [12]. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right so to redeem.
- (4) *Transfer of Issuer's domicile.* In case of a transfer of the Issuer's domicile to another country, territory or jurisdiction, the preceding provisions shall apply with the understanding that any reference to the Issuer's domicile shall from then on be deemed to refer to such other country, territory or jurisdiction.]

**IN CASE OF
SECURITIES WITH
GROSS-UP FOR
WITHHOLDING
TAXES AND
GUARANTEED BY
DEUTSCHE BANK
AG, NEW YORK
BRANCH THE
FOLLOWING
APPLIES:**

- (5) *Payment without Withholding.* All payments in respect of the Guarantee by or on behalf of the Guarantor shall be made without withholding or deduction for, or on account of, any present or future taxes, duties assessments or governmental charges of whatever nature ("**Taxes**") imposed or levied (i) by or on behalf of any Relevant Jurisdiction or (ii) pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof ("**FATCA**") or any law implementing an intergovernmental approach to FATCA, unless the withholding or deduction of the Taxes is required by law (including pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to FATCA or any law implementing an intergovernmental approach to FATCA). In that event, the Guarantor will pay, subject to the exceptions and limitations set forth below, such additional amounts as may be necessary in order that the net amounts received by the Securityholders after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Guarantee in the absence of the withholding or deduction. However, the Issuer shall not be required to pay any such additional amounts for or on account of:
 - (a) any tax, assessment or other governmental charge that would not have been imposed but for (A) the existence of any present or former connection, other than the mere benefit of the Guarantee between a Securityholder (or between a fiduciary, settlor or beneficiary of, or a person holding a power over, such holdings, if such holder is an estate or a trust, or a member or shareholder of such holder, is a partnership or corporation) and the United States, including, without limitation, such holder (or such fiduciary, settlor, beneficiary, person holding a power, member or shareholder) being or having been a citizen or resident thereof or being or having been engaged in a trade or business or present therein or having had a permanent establishment therein; or (B) such Securityholder's past or present status as a personal holding company, foreign private foundation or other foreign tax-exempt organisation with respect to the United States, or as corporation that accumulates earnings to avoid United States federal income tax; or
 - (b) any estate, inheritance, gift, sales, transfer, excise, wealth or personal property tax or any similar tax, assessment or other governmental charge; or
 - (c) any tax, assessment or other governmental charge that would not have been imposed but for:
 - (i) the presentation by the holder of the Guarantee for

payment for more than fifteen days after the Relevant Date; or

- (ii) a change in law, regulation or administrative or judicial interpretation that becomes effective more than 30 days after the payment becomes due or is duly provided for, whichever occurs later; or
- (d) any tax, assessment or other governmental charge that is payable otherwise than by deduction or withholding from a payment under the Guarantee; or
- (e) any tax, assessment or other governmental charge required to be deducted or withheld by any Paying Agent from a payment under the Guarantee, if such payment can be made without such deduction or withholding by presenting the relevant Security at any other Paying Agent; or
- (f) any tax, assessment or other governmental charge that would not have been imposed but for a failure of a Securityholder or the beneficial owner of such Security, its agent or any financial institution through which the holder or beneficial owners holds the Securities or through which payments on the Securities is made to comply with (1) certification, documentation, information or other reporting requirements or agreement concerning United States accounts maintained by the holder or beneficial owners (or any such financial institution), including by reason of holding the Securities, concerning the nationality, residence, identity or connection with the United States of the holder or the beneficial owner of a Security (or any such financial institution), or any substantially similar requirement or agreement, including an agreement described in Section 1471(b) of the Code or otherwise required by FATCA or any law implementing an intergovernmental approach to FATCA if such compliance is required by statute or regulation of the United States or any political subdivision or taxing authority thereof or therein, or by any applicable income tax treaty to which the United States is party or any substantially similar requirement or agreement, including an agreement described in Section 1471(b) of the Code or otherwise required by FATCA or any law implementing an intergovernmental approach to FATCA as precondition to relief or exemption from such tax, assessment or other governmental charge (including back-up withholding) or (2) any other certification, documentation, reporting or other similar requirements under United States income tax laws or regulations that would establish entitlement to otherwise applicable relief or exemption from such tax, assessment or other governmental charge; or
- (g) any tax, assessment or other governmental charge imposed on a holder that actually owns or is deemed to own (directly, indirectly or constructively) 10 per cent. or more of the combined voting power of all classes of stock of the Issuer or that is a bank receiving interest described under Section 881(c)(3)(A) of the United States Internal Revenue Code of 1986, as amended, or that is a controlled foreign corporation related to the Issuer through stock ownership; or
- (h) a payment under the Guarantee to a Securityholder that is a

fiduciary or partnership or other than the sole beneficial owner of such payment to the extent a beneficiary or settlor with respect to such fiduciary or a member of such partnership or beneficial owner would not have been entitled to the additional interest amounts had such beneficiary, settlor, member or beneficial owner been the holder of such Security; or

- (i) any deduction or withholding pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which (x) the United States and (y) the European Union and/or [Germany] [the United Kingdom] [Italy] [Portugal] [Spain] [Australia] [**country in which any other issuing branch is located**] is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding; or
 - (j) any combination of sub-paragraphs (a) to (i) above.
- (6) Interpretation. In this § [7]:
- (a) “**Relevant Date**” means the date on which the payment first becomes due but, if the full amount of the money payable has not been received by the Fiscal Agent on or before the due date, it means the date on which, the full amount of the money having been so received, notice to that effect shall have been duly given to the Securityholders by the Issuer in accordance with § [12]; and
 - (b) “**Relevant Jurisdiction**” means the United States of America or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Securities, as the case may be.
- (7) *Additional Amounts.* Any reference in these Conditions to any amounts in respect of the Securities [or under the Guarantee] shall be deemed also to refer to any additional amounts which may be payable under this Condition.

§ [8] PRESCRIPTION

**IN CASE OF
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:**

The presentation period provided in § 801(1), sentence 1 German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years for the Securities.

**IN CASE OF
ENGLISH
SECURITIES THE
FOLLOWING
APPLIES:**

- (1) *Prescription.* The Securities [,] [and] [Coupons] [and] [Receipts] will become void unless presented for payment within a period of ten years (in case of principal) and five years (in case of interest) after the Relevant Date therefor.
- (2) *Replacement.* Should any Security[,] [or] [Coupon] [,] [or] [Receipt] [or

Talon] be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of **[in case of Securities, Receipts or Coupons the following applies: the Fiscal Agent] [in case of Securities admitted to trading on, listed on the Official List of, the Luxembourg Stock Exchange the following applies:** or the Paying Agent in Luxembourg] upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Securities[,] [or] [Coupons][,] [or] [Receipts] [or Talons] must be surrendered before replacements will be issued.

- (3) *Coupon sheet.* There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this § [8] or § 4 or any Talon which would be void pursuant to § 4.

For the purposes of this § [8], “**Relevant Date**” means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Fiscal Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Securityholders in accordance with § [12].

[in case of Securities issued with Talons the following applies: On or after the [Interest Payment Date] [Interest Period End Date] on which the final Coupon comprised in any Coupon sheet matures, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Security to which it appertains) a further Talon, subject to the provisions of this § [8].

IN CASE OF UN-SUBORDINATED SECURITIES THE FOLLOWING APPLIES:

**§ [9]
EVENTS OF DEFAULT**

- (1) *Events of default.* Each Securityholder shall be entitled to declare its Securities due and demand immediate redemption thereof at the Early Redemption Amount (as defined in § 5[(6)]) **[in case of Securities other than Zero Coupon Securities the following applies:** together with interest accrued to the date of repayment], in the event that any of the following events occurs:
- (a) the Issuer [or the Guarantor] fails to pay principal [or interest] within 30 days of the relevant due date; or
 - (b) the Issuer [or the Guarantor] fails duly to perform any other obligation arising from the Securities, if such failure continues for more than 60 days after the Fiscal Agent has received notice thereof from a Securityholder; or
 - (c) the Issuer [or the Guarantor] announces its inability to meet its financial obligations or ceases its payments; or
 - (d) a court in Germany **[in case of Securities issued by a branch located outside the EEA the following applies:** or [the country

where such branch is located] [in case of Securities guaranteed by Deutsche Bank AG, New York Branch the following applies: or the United States] opens insolvency proceedings against the Issuer [or the Guarantor].

The right to declare Securities due shall terminate if the situation giving rise to it has been cured before the right is exercised.

- (2) *Quorum.* In the events specified in paragraph (1)(b), any notice declaring Securities due shall, unless at the time such notice is received any of the events specified in paragraph (1)(a), (c) or (d) entitling Securityholders to declare their Securities due has occurred, become effective only when the Fiscal Agent has received such notices from the Securityholders of at least one-tenth in principal amount of Securities then outstanding.
- (3) *Form of Notice.* Any notice, including any notice declaring Securities due, in accordance with paragraph (1) shall be made by means of a written declaration delivered by hand or registered mail to the Fiscal Agent.

§ [10] SUBSTITUTION OF THE ISSUER OR BRANCH

- (1) *Substitution.* The Issuer (or any previously substituted company) may, without the consent of the Securityholders, if no payment of principal or of interest on any of the Securities is in default, at any time substitute for the Issuer any other company as principal debtor in respect of all obligations arising from or in connection with the Securities (the “**Substitute Debtor**”) provided that:
- (a) the Substitute Debtor assumes all payment obligations arising from or in connection with the Securities;
 - (b) the Substitute Debtor has obtained all necessary authorisations and may transfer to the Fiscal Agent in the currency required hereunder all amounts required for the fulfilment of the payment or delivery obligations arising under the Securities; and
 - (c) the Issuer irrevocably and unconditionally guarantees **[in case of subordinated Securities the following applies:** on a subordinated basis] in favour of each Securityholder the payment of all sums payable by the Substitute Debtor in respect of the Securities[; and
- [In case of Subordinated Securities the following applies:**
- (d) such substitution is effected in a manner as prescribed by applicable law and regulations and the competent supervisory authority has raised no objection to such substitution].

The Issuer shall have the right upon giving notice to the Securityholders in accordance with § [12] to change the branch through which it is acting for the purpose of the Securities, the date of such change to be specified in such notice provided that no change can take place prior to the giving of such notice.

- (2) *Notice.* Notice of any such substitution shall be published in accordance with § [12].
- (3) *Change of References.* In the event of any such substitution, any reference in these Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and 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 Substitute Debtor. [Furthermore, in the event of such substitution, the following shall apply:

IN CASE OF SECURITIES WHICH CONTAIN A GROSS-UP PROVISION THE FOLLOWING APPLIES:

[(a)] [in § [7] an alternative reference to the payment obligations of the guarantor under the guarantee pursuant to paragraph (1) of this § [10] to [Germany] [the United Kingdom] [Italy] [Portugal] [Spain] [Australia] **[country in which any other issuing branch is located]** shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor[; and]

IN CASE OF UN-SUBORDINATED SECURITIES THE FOLLOWING APPLIES:

[(b)] in § [9](1)(c) and (d) an alternative reference to the Issuer in respect of its obligations as guarantor under the guarantee pursuant to paragraph (1) of this § [10] shall be deemed to have been included in addition to the reference to the Substitute Debtor.

§ [11] FURTHER ISSUES AND PURCHASES

- (1) *Further Issues.* The Issuer may from time to time, without the consent of the Securityholders [,] [or] [the Couponholders] [or] [the Receiptholders], issue further securities having the same terms as the Securities or the same terms in all respects save for the issue date, the amount and the date of the first payment of interest thereon, the date from which interest starts to accrue and/or issue price so as to form a single Series with the outstanding Securities.
- (2) *Purchases and Cancellation.* **[In case of Subordinated Securities the following applies:** Subject to § 2 and only if, when and to the extent that the purchase is not prohibited by applicable capital regulations, the] [The] Issuer may at any time purchase Securities in the open market or otherwise and at any price. Securities purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.

§ [12] NOTICES

IF PUBLICATION IS SPECIFIED AS APPLICABLE THE

[(1) *Publication.*] [Subject as provided in **[In case of Unsubordinated Securities the following applies:** § [9](3)] [and] [paragraph (2) below], all] [All] notices concerning the Securities shall be published in the German

FOLLOWING APPLIES:

Federal Gazette (*Bundesanzeiger*) **[in case of English Securities the following applies:** and in a leading English language daily newspaper of general circulation in London expected to be the [Financial Times in London] **[other applicable newspaper]**. Any notice so given will be deemed to have been validly given on [the date of] [●] such publication (or, if published more than once, on [the date of] [●] the first such publication).

[In case of Securities admitted to trading on the regulated market of, or listed on the Official List of, the Luxembourg Stock Exchange the following applies: If and for so long as the Securities are admitted to trading on the regulated market, or listed on the Official List, of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, all notices concerning the Securities shall also be published in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu).]

[In case of a listing on the SIX Swiss Exchange the following applies: All notices concerning the Securities shall also be published in electronic form on the website of the SIX Swiss Exchange (www.six-swiss-exchange.com).]

IN CASE OF NOTIFICATION TO CLEARING SYSTEM THE FOLLOWING APPLIES:

[(2)] *Notification to Clearing System.* **[in case of Securities which may be exchanged for Definitive Securities the following applies:** Until such time as Definitive Securities are issued and so long as the Global Security representing the Securities is held in its entirety [on behalf of] [by] the relevant Clearing System, the)[The] Issuer may deliver all notices concerning the Securities to the Clearing System for communication by the Clearing System to the Securityholders.] [Such notification to the Clearing System will substitute the publication pursuant to paragraph (1) above **[in case of Securities which are admitted to trading on the regulated market, or listed on a stock exchange the following applies:** provided that so long as any security is admitted to trading on the regulated market of or listed on the [name of relevant stock exchanges], the requirement or the rules of such stock exchange[s] with respect to notices shall apply. However, if the rules of the [name of relevant stock exchanges] so permit, the Issuer may deliver the relevant notice [(e.g. notices regarding the rate of interest)] to the Clearing System for communication by the Clearing System to the Securityholder, in lieu of any other publication otherwise required by such rules.] Any such notice shall be deemed to have been given to the holders of the Securities on [the day on which] [the [seventh] [●] [London] [Frankfurt] [TARGET2] **[other relevant location]** Business Day after] [●] the said notice was given to the relevant Clearing System.]

IN CASE OF NOTIFICATION BY SECURITY-HOLDERS THROUGH THE CLEARING SYSTEM(S) THE FOLLOWING APPLIES:

[(3)] *Notification by Securityholders.* Notice to be given by any Securityholders shall be given to the Fiscal Agent **[in case of Securities which are admitted to trading on or listed on the Official List of, the Luxembourg Stock Exchange the following applies:** or the Paying Agent in Luxembourg] through the Clearing System in such manner as the Fiscal Agent and/or the Clearing System, as the case may be, may approve for this purpose. **[In case of Securities which are exchangeable for Definitive Securities the following applies:** In case of any Security in definitive form, notices to be given by any Securityholder shall be in writing and given by lodging the same, together with the relative Security or Securities, with the Fiscal Agent **[in case of Securities admitted to trading on, or listed on the Official List of, the Luxembourg Stock**

Exchange the following applies: or the Paying Agent in Luxembourg].

IN CASE OF NOTIFICATION BY SECURITY-HOLDERS THROUGH WRITTEN NOTICE TO ISSUER THE FOLLOWING APPLIES:

[(3)] *Notification by Securityholders.* Notices to be given by any Securityholder to the Issuer regarding the Securities will be validly given if delivered in writing to the Issuer [[by hand or] registered mail] **[other manner for giving notice for the Issuer]**. Any such notice shall be deemed to have been given on the day when delivered or if delivered on a day that is not a Notice Delivery Business Day or after 5:00 p.m. in the Notice Delivery Business Day Centre on a Notice Delivery Business Day, will be deemed effective on the next following Notice Delivery Business Day. The Securityholder must provide satisfactory evidence to the Issuer of its holding of Securities which, in case of Securities represented by a Global Security, is expected to be in the form of certification from the relevant Clearing System **[in case of German law governed Securities:** or the custodian with whom such Securityholder maintains a securities account in respect of the Securities].

For the purposes hereof:

“Notice Delivery Business Day” means any day (other than Saturday or Sunday) on which banks and foreign exchange markets are generally open to settle payments in **[Notice Delivery Business Day Centre]** (the **“Notice Delivery Business Day Centre”**).

§ [13]

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

IN CASE OF ENGLISH SECURITIES THE FOLLOWING APPLIES:

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Security, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

§ [14]

MEETINGS OF SECURITYHOLDERS

IN CASE OF ENGLISH SECURITIES THE FOLLOWING APPLIES:

The Agency Agreement contains provisions for convening meetings of the Securityholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Securities[, the Coupons] [, the Receipts] or any of the provisions of the Agency Agreement. Such a meeting may be convened by the Issuer or upon the request in writing of Securityholders holding not less than ten per cent. in principal amount of the Securities for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is two or more persons holding or representing not less than 50 per cent. in principal amount of the Securities for the time being outstanding, or at any adjourned meeting two or more persons being or representing Securityholders whatever the principal amount of the Securities so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Securities, the Coupons or the Receipts (including modifying the date of maturity of the Securities or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Securities or altering the currency of payment of the Securities [or] [, the Receipts] [or the Coupons]), the quorum shall be two or more persons holding or representing not less than three-quarters in principal amount of

the Securities for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one quarter in principal amount of the Securities for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Securityholders shall be binding on all the Securityholders, whether or not they are present at the meeting [, and on all] [Receiptholders] [and] [Couponholders].

The Fiscal Agent and the Issuer may agree, without the consent of the Securityholders [, Receiptholders] [or] [Couponholders,] to:

- (a) any modification (except as mentioned above) of the Securities[, the Coupons][, the Receipts] or the Agency Agreement which is not prejudicial to the interests of the Securityholders; or
- (b) any modification of the Securities[, the Coupons][, the Receipts] or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or proven error or to comply with mandatory provisions of the law.

Any such modification shall be binding on the Securityholders, [the Receiptholders] [and] [the Couponholders] and any such modification shall be notified to the Securityholders in accordance with § [12] as soon as practicable thereafter.

**IN CASE OF
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:**

- (1) *Matters subject to resolutions.* The Securityholders may **[in case of Subordinated Securities the following applies:** , subject to compliance with the requirements of applicable law and regulations for the recognition of the Securities as Tier 2 capital (*Ergänzungskapital*),] agree in accordance with the German Bond Act (*Schuldverschreibungsgesetz*) by majority resolution to amend the Conditions, to appoint a joint representative of all Securityholders and on all other matters permitted by law **[in case certain matters shall not be subject to resolutions of Securityholders the following applies:**, provided that the following matters shall not be subject to resolutions of Securityholders: [●].
- (2) *Majority requirements for amendments to the Conditions.* Resolutions relating to material amendments to the Conditions, in particular consents to the measures set out in § 5(3) of the German Bond Act, shall be passed by a majority of not less than [75] [●] per cent. of the votes cast (Qualified Majority). Resolutions relating to amendments to the Conditions which are not material, require a simple majority of not less than [50] [●] per cent. of the votes cast. Each Securityholder participating in any vote shall cast votes in accordance with the principal amount or the notional share of its entitlement to the outstanding Securities.

[In case certain matters require a higher majority the following applies: Resolutions on the following matters shall require the majority of not less than [●] per cent. of the votes cast: [●].]
- (3) *Passing of resolutions.* Securityholders shall pass resolutions by vote taken without a physical meeting (*Abstimmung ohne Versammlung*) in accordance with § 18 of the German Bond Act.
- (4) *Proof of eligibility.* Securityholders must demonstrate their eligibility to participate in the vote at the time of voting by means of a special confirmation of the Custodian in accordance with § [15](3)(i) of these Conditions and by submission of a blocking instruction by the Custodian for the benefit of the Fiscal Agent as depository (*Hinterlegungsstelle*) for the

voting period.

[In case no Joint Representative is specified in the Conditions but the Securityholders may appoint a Joint Representative by resolution the following applies:

- (5) *Joint Representative.* [The Securityholders may by majority resolution provide for the appointment or dismissal of a joint representative (the “**Joint Representative**”), the duties and responsibilities and the powers of such Joint Representative, the transfer of the rights of the Securityholders to the Joint Representative and a limitation of liability of the Joint Representative. Appointment of a Joint Representative may only be passed by a Qualified Majority (see paragraph (2) above) if such Joint Representative is to be authorised to consent to a material change in the substance of the Conditions.] [●]

[In case the Joint Representative is appointed in the Conditions the following applies:

- (5) *Joint Representative.* The joint representative (the “**Joint Representative**”) to exercise the Securityholders’ rights on behalf of each Securityholder shall be: [●]. The Joint Representative may be removed from office at any time by the Securityholders without specifying any reason.

The Joint Representative shall be authorised, at its discretion, in respect of the matters determined by it [to convene a meeting of Securityholders] [to call for a vote of Securityholders without a meeting] and to preside the [meeting] [the taking of votes]. **[further duties and powers of the Joint Representative: ●]**

The Joint Representative shall comply with the instructions of the Securityholders. To the extent that the Joint Representative has been authorised to assert certain rights of the Securityholders, the Securityholders shall not be entitled to assert such rights themselves, unless explicitly provided so by majority resolution. The Joint Representative shall provide reports to the Securityholders with respect to its activities.

The Joint Representative shall be liable for the proper performance of its duties towards the Securityholders who shall be joint and several creditors (*Gesamtgläubiger*); in the performance of its duties it shall act with the diligence and care of a prudent business manager. The liability of the Joint Representative shall be limited to ten times the amount of its annual remuneration, unless the Joint Representative has acted wilfully or with gross negligence. The liability of the Joint Representative may be further limited by a resolution passed by the Securityholders. The Securityholders shall decide upon the assertion of claims for compensation of the Securityholders against the Joint Representative.]

§ [15]

GOVERNING LAW AND PLACE OF JURISDICTION

**IN CASE OF
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:**

- (1) *Governing Law.* The Securities, as to form and content, and all rights and obligations of the Securityholders and the Issuer, shall be governed by German law.
- (2) *Place of Jurisdiction.* The place of jurisdiction for any action or other legal proceedings (“**Proceedings**”) shall be Frankfurt am Main.

- (3) *Enforcement.* Any Securityholder may in any Proceedings against the Issuer, or to which such Securityholder and the Issuer are parties, protect and enforce in its own name its rights arising under such Securities on the basis of
- (i) a statement issued by the Custodian with whom such Securityholder maintains a securities account in respect of the Securities
 - (a) stating the full name and address of the Securityholder,
 - (b) specifying the aggregate principal amount of Securities credited to such securities account on the date of such statement, and
 - (c) confirming that the Custodian has given written notice to the relevant Clearing System of the intention of the Securityholder to enforce claims directly which (A) contains the information pursuant to (a) and (b), (B) has been acknowledged by the Clearing System, and (C) has been returned by the Clearing System to the Custodian, and
 - (ii) a copy of the Security in global form representing the Securities certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the Security in global form representing the Securities.

For purposes of the foregoing, “**Custodian**” means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Securityholder maintains a securities account in respect of the Securities and includes the Clearing System. Each Noteholder may, without prejudice to the foregoing, protect and enforce its rights under these Securities also in any other way which is admitted in the country of the Proceedings.

**IN CASE OF
ENGLISH
SECURITIES THE
FOLLOWING
APPLIES:**

- (1) *Governing law.* The Deed of Covenant, the Securities[,] [and] [the Coupons] [and the Receipts] and any non-contractual obligations arising out of or in connection therewith are governed by, and shall be construed in accordance with, English law.
- (2) *Submission to jurisdiction.*
- (i) Subject to § [15](2)(iii) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Securities [and] [,] [the Coupons] [and] [the Receipts], including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection therewith (a “**Dispute**”) and accordingly each of the Issuer and any Securityholders [,][or][Receipholders][or Couponholders] in relation to any Dispute submits to the exclusive jurisdiction of the English courts.
 - (ii) For the purposes of this § [15](2), the Issuer waives any objection to the English courts on the grounds that they are an inconvenient

or inappropriate forum to settle any Dispute.

(iii) To the extent allowed by law, the Securityholders [,][and][the Receipholders][and the Couponholders] may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction, and (ii) concurrent proceedings in any number of jurisdictions.

(3) *Other documents.* The Issuer has in the Deed of Covenant submitted to the jurisdiction of the English courts in terms substantially similar to those set out above.

§ [16] LANGUAGE

**IF THE
CONDITIONS ARE
TO BE IN THE
GERMAN
LANGUAGE WITH
AN ENGLISH
LANGUAGE
TRANSLATION
THE FOLLOWING
APPLIES⁹:**

These Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.

**IF THE
CONDITIONS ARE
TO BE IN THE
ENGLISH
LANGUAGE WITH
A GERMAN
LANGUAGE
TRANSLATION
THE FOLLOWING
APPLIES¹⁰:**

These Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.

**IF THE
CONDITIONS ARE
TO BE IN THE
ENGLISH
LANGUAGE ONLY
THE FOLLOWING
APPLIES:**

These Conditions are written in the English language only.

⁹ Applicable in case of German Securities unless otherwise specified in the applicable Final Terms or Pricing Supplement.

¹⁰ Applicable in case of English Securities unless otherwise specified in the applicable Final Terms or Pricing Supplement.

Terms and Conditions for Floating Rate Notes (Option II)

This Series of Notes (the “**Securities**”) is issued pursuant to an Agency Agreement containing the Terms and Conditions (the “**Conditions**”) of the Securities dated 26 June 2014 (as such agreement may be amended and/or supplemented and/or restated from time to time, the “**Agency Agreement**”) between, *inter alia*, Deutsche Bank Aktiengesellschaft (“**Deutsche Bank**” or the “**Issuer**”) and [Deutsche Bank Aktiengesellschaft] [Deutsche Bank Aktiengesellschaft acting through its London branch] as fiscal agent (the “**Fiscal Agent**”, which expression shall include any successor fiscal agent thereunder) and the other parties named therein. Copies of the Agency Agreement may be obtained free of charge at the specified office of the Fiscal Agent, at the specified office of any Paying Agent and at the head office of the Issuer.

**IN CASE OF
ENGLISH
SECURITIES THE
FOLLOWING
APPLIES:**

The Securityholders [and] [,] [Couponholders] [and] [Receiptholders] are entitled to the benefit of the Deed of Covenant (the “**Deed of Covenant**”) dated 26 June 2014 and made by the Issuer. The original of the Deed of Covenant is held by the common depository of the Clearing Systems.

**IN CASE OF
SECURITIES
GUARANTEED BY
DEUTSCHE BANK
AG, NEW YORK
BRANCH THE
FOLLOWING
APPLIES:**

The payment of all amounts payable in respect of the Securities has been guaranteed by Deutsche Bank AG, New York Branch as the guarantor (the “**Guarantor**”) pursuant to an English law deed of guarantee dated on or prior to the Issue Date (the “**Deed of Guarantee**”) executed by the Guarantor, the form of which is set out in the Agency Agreement. The original of the Deed of Guarantee will be held by the Fiscal Agent on behalf of the Securityholders, the Couponholders and the Receiptholders at its specified office.

**IF THE TERMS
AND CONDITIONS
SET OUT IN THIS
OPTION II ARE
NOT REPLICATED
AND COMPLETED
IN THE FINAL
TERMS THE
FOLLOWING
APPLIES:**

Each Tranche of Securities other than Exempt Securities (as defined below) will be the subject of final terms (each a “**Final Terms**”) and each Tranche of Exempt Securities will be the subject of a pricing supplement (each a “**Pricing Supplement**”) unless specified otherwise. Any reference in these Conditions to “**Final Terms**” shall be deemed to include a reference to “**Pricing Supplement**” where relevant. The provisions of the following Conditions apply to the Securities as completed by the provisions of Part I of the applicable Final Terms or, if the Securities are neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive (an “**Exempt Security**”), as may be supplemented, replaced or modified by the applicable Pricing Supplement for the purposes of the Securities. The expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive) to the extent implemented in the relevant Member State of the European Economic Area) and includes any relevant implementing measure in the relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU. The blanks in the provisions of Part I of these Conditions which are applicable to the Securities shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in such provisions; alternative or optional provisions of these Conditions as to which the corresponding provisions of the Final Terms are not

completed or are deleted shall be deemed to be deleted from these Conditions; and all provisions of these Conditions which are inapplicable to the Securities (including instructions, explanatory notes and text set out in square brackets) shall be deemed to be deleted from these Conditions, as required to give effect to the terms of the Final Terms.

**IN CASE OF
PARTLY-PAID
SECURITIES THE
FOLLOWING
APPLIES:¹¹**

These Securities are Partly-paid Securities. The Securities should not be offered, sold, transferred, pledged or delivered in the United States or to, or for the benefit of, any U.S. persons.

§ 1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) *Currency and Denomination.* This Series of Securities is issued by the Issuer [acting through its [London branch (“**Deutsche Bank AG, London Branch**”) [Milan branch (“**Deutsche Bank AG, Milan Branch**”) [Sydney branch (“**Deutsche Bank AG, Sydney Branch**”) [branch in Portugal (“**Deutsche Bank AG, Sucursal em Portugal**”) [branch in Spain (“**Deutsche Bank AG, Sucursal en España**”) [Hong Kong branch (“**Deutsche Bank AG, Hong Kong Branch**”) [Singapore branch (“**Deutsche Bank AG, Singapore Branch**”) [other relevant location other than New York] branch]] and is issued in [if the Specified Currency and the currency of the Specified Denomination are the same the following applies: [Specified Currency] (the “**Specified Currency**”)] [if the Specified Currency is different from the currency of the Specified Denomination the following applies: [currency of Specified Denomination]] in the aggregate principal amount of [up to] [aggregate principal amount] (in words: [aggregate principal amount in words]) in [a] denomination[s] of [Specified Denomination[s]] (the “**Specified Denomination[s]**”) [if the Specified Currency is different from the currency of the Specified Denomination the following applies: with a specified currency of [Specified Currency] (the “**Specified Currency**”). [in case of English Securities the following applies: The “**Calculation Amount**” in respect of each Security shall be [Calculation Amount].]

(2) *Form.* The Securities are being issued in bearer form and on issue will be represented by one or more global Securities (each a “**Global Security**”).

**IN CASE OF
SECURITIES
WHICH ARE ON
ISSUE
REPRESENTED
BY A
PERMANENT
GLOBAL
SECURITY THE
FOLLOWING
APPLIES:**

(3) *Permanent Global Security.* The Securities are represented by a permanent global security (the “**Permanent Global Security**”) without interest coupons or receipts. The Permanent Global Security shall bear the signatures of two authorised signatories of the Issuer [,] [and] shall be authenticated with a control signature [in case of Global Securities in NGN form the following applies: and shall be manually signed on behalf of and by power of attorney of the Issuer by the common safekeeper (the “**Common Safekeeper**”).

[In case that Permanent Global Security is not exchangeable for Definitive Securities the following applies: Definitive Securities and

¹¹ Only applicable in case of Exempt Securities.

interest coupons will not be issued.]

[In case that the Permanent Global Security is exchangeable in whole or in part for Definitive Securities the following applies: The Permanent Global Security will be exchangeable (free of charge), in whole or in part, for individual Securities [in the Specified Denomination[s]] in definitive form (“**Definitive Securities**”) [with coupons (“**Coupons**”) [and] [receipts (“**Receipts**”) [and] [talons (“**Talons**”) attached] upon [in case of exchangeable on request the following applies: not less than 60 days’ written notice from a Clearing System (acting on the instructions of any holder of an interest in the Permanent Global Security) to the Fiscal Agent as described therein] [in case Exchange Event provisions the following applies: the occurrence of an Exchange Event.] Definitive Securities [and] [Coupons] [and] Receipts] shall bear facsimile signatures of two authorised signatories of the Issuer and the Definitive Securities shall be authenticated with a control signature.]

[in case Exchange Event provisions the following applies: For these purposes, “**Exchange Event**” means that (i) an Event of Default (as defined in § [9]) has occurred and is continuing, (ii) the Issuer has been notified that the Clearing System(s) have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Permanent Global Security in definitive form. The Issuer will promptly give notice to Securityholders in accordance with § [12] if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, the relevant Clearing System (acting on the instructions of any holder of an interest in such Permanent Global Security) may give notice to the Fiscal Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Fiscal Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Fiscal Agent.]

[In case that the Permanent Global Security is a Swiss Global Security the following applies: The Permanent Global Security will be exchangeable (free of charge), in whole or in part, for individual Securities [in the Specified Denomination[s]] in definitive form (“**Definitive Securities**”) [with coupons (“**Coupons**”) [and] [receipts (“**Receipts**”) [and] [talons (“**Talons**”) attached] if the Swiss Paying Agent, after consultation with the Issuer, deems the exchange into Definitive Securities to be necessary or useful, or if the presentation of Definitive Securities is required by Swiss or other applicable laws and regulations in connection with the enforcement of rights of Securityholders. Holders of Swiss Global Securities will not have the right to request delivery of Definitive Securities.]

**IF THE
SECURITIES ARE
(I) INITIALLY
REPRESENTED
BY A
TEMPORARY
GLOBAL**

- (3) *Temporary Global Security – Exchange.*
- (a) The Securities are initially represented by a temporary global security (the “**Temporary Global Security**”) without coupons or receipts. The Temporary Global Security will be exchangeable for a permanent global security (the “**Permanent Global Security**”) without interest coupons or receipts. The Temporary Global

SECURITY WHICH WILL BE EXCHANGED FOR A PERMANENT GLOBAL SECURITY; (II) GERMAN SECURITIES; AND (III) TEFRA D IS APPLICABLE THE FOLLOWING APPLIES:

Security and the Permanent Global Security shall bear the signatures of two authorised signatories of the Issuer [,] [and] shall each be authenticated with a control signature [**in case of Global Securities in NGN form the following applies:** and shall be manually signed on behalf of and by power of attorney of the Issuer by the common safekeeper (the “**Common Safekeeper**”). Definitive Securities and interest coupons will not be issued.

- (b) The Temporary Global Security shall be exchanged for the Permanent Global Security on a date (the “**Exchange Date**”) not later than 180 days after the date of issue of the Temporary Global Security. The Exchange Date for such exchange will not be earlier than 40 days after the date of issue of the Temporary Global Security. Such exchange shall only be made to the extent that certifications have been delivered to the effect that the beneficial owner or owners of the Securities represented by the Temporary Global Security is not a U.S. person or are not U.S. persons (other than certain financial institutions or certain persons holding Securities through such financial institutions). Payment of interest on Securities represented by a Temporary Global Security will be made only after delivery of such certifications. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Security will be treated as a request to exchange such Temporary Global Security pursuant to this subparagraph (b) of paragraph (3). Any securities delivered in exchange for the Temporary Global Security shall be delivered only outside of the United States (as defined in § 4(3)).

IF THE SECURITIES ARE (I) INITIALLY REPRESENTED BY A TEMPORARY GLOBAL SECURITY WHICH WILL BE EXCHANGED FOR A PERMANENT GLOBAL SECURITY WHICH IS EXCHANGEABLE FOR DEFINITIVE SECURITIES ON REQUEST OR IN THE EVENT OF AN EXCHANGE EVENT; (II) ENGLISH SECURITIES; AND (III) TEFRA D APPLIES THE FOLLOWING APPLIES:

(3) *Temporary Global Security – Exchange.*

- (a) The Securities are initially issued in the form of a temporary global security (a “**Temporary Global Security**”) without coupons or receipts. The Temporary Global Security will be exchangeable for a permanent global Security (the “**Permanent Global Security**”) without interest coupons or receipts. The Temporary Global Security shall be delivered on or prior to the original issue date of the Securities to a [**in case of Global Securities in NGN form the following applies:** common safekeeper (the “**Common Safekeeper**”) [**in case of Global Securities in CGN form the following applies:** common depository (the “**Common Depository**”) for the Clearing Systems. Whilst any Security is represented by a Temporary Global Security, payments of principal, interest (if any) and any other amount payable in respect of the Securities due prior to the Exchange Date (as defined below) will be made against presentation of the Temporary Global Security only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Security are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by the relevant Clearing System and the relevant Clearing System has given a like certification (based on the certifications it has received) to the Fiscal Agent.

- (b) The Temporary Global Security shall be exchangeable (free of charge) upon a request as described therein, on and after the date

(the “Exchange Date”) which is 40 days after the Temporary Global Security is issued, for interests in the Permanent Global Security against certification of beneficial ownership as described above unless such certification has already been given.

(c) The holder of a Temporary Global Security will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification of beneficial ownership, exchange of the Temporary Global Security for an interest in the Permanent Global Security is improperly withheld or refused.

(d) The Permanent Global Security will be exchangeable (free of charge), in whole but not in part, for individual Securities [in the Specified Denomination[s]] in definitive form (“Definitive Securities”) [with coupons (“Coupons”) [,][and] [receipts (“Receipts”)] [and] [talons (“Talons”)] attached] upon [in case of exchangeable on request the following applies: not less than 60 days’ written notice from a Clearing System (acting on the instructions of any holder of an interest in the Permanent Global Security) to the Fiscal Agent as described therein] [in case Exchange Event provisions the following applies: only upon the occurrence of an Exchange Event. For these purposes, “Exchange Event” means that (i) an Event of Default (as defined in § [9]) has occurred and is continuing, (ii) the Issuer has been notified that the Clearing Systems have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Permanent Global Security in definitive form. The Issuer will promptly give notice to Securityholders in accordance with § [12] if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, the relevant Clearing System (acting on the instructions of any holder of an interest in such Permanent Global Security) may give notice to the Fiscal Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Fiscal Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Fiscal Agent.

IN CASE OF SECURITIES INITIALLY REPRESENTED BY A TEMPORARY GLOBAL SECURITY WHICH WILL BE EXCHANGED IN WHOLE OR IN PART FOR DEFINITIVE SECURITIES AND TEFRA D

(3) *Temporary Global Security – Exchange.* The Securities are initially represented by a temporary global security (the “Temporary Global Security”) without interest coupons or receipts. The Temporary Global Security will be exchangeable for individual Securities in the Specified Denomination[s] in definitive form (“Definitive Securities”) [with attached interest coupons (“Coupons”) [and receipts (“Receipts”)]]. The Temporary Global Security shall bear the signatures of two authorised signatories of the Issuer [,] [and] shall be authenticated with a control signature. Definitive Securities [[and] [,] Coupons] [[and] Receipts] shall bear the facsimile signatures of two authorised signatories of the Issuer and the Definitive Securities shall be authenticated with a control signature.

APPLIES THE
FOLLOWING
APPLIES:

- (4) *Clearing System.* [The [Temporary Global Security and the] Permanent Global Security will be [held by a common depository] [kept in custody] by or on behalf of a Clearing System until [, in case of the Permanent Global Security,] all obligations of the Issuer under the Securities have been satisfied. “**Clearing System**” means [in case of more than one Clearing System the following applies: each of] the following: [Clearstream Banking AG, Neue Börsenstraße 8, 60487 Frankfurt am Main, Germany (“**CBF**”)]¹² [,] [and] [Clearstream Banking, *société anonyme*, 42 Avenue JF Kennedy, 1855 Luxembourg, Luxembourg (“**CBL**”)] [,] [and] [Euroclear Bank S.A./N.V., Boulevard du Roi Albert II, 1210 Brussels, Belgium (“**Euroclear**”)] [,] [and] [SIX SIS AG, Baslerstrasse 100, 4600 Olten, Switzerland (“**SIS**”)] [and] [specify other Clearing System] and any successor in such capacity.]

[In case of English Securities the following applies: For so long as any of the Securities is represented by a Global Security deposited with any Clearing System or with any (common) depository or (common) safekeeper for such Clearing System(s), each person (other than the Clearing System(s)) who is for the time being shown in the records of the Clearing System(s) as the holder of a particular principal amount of such Securities (in which regard any certificate or other document issued by the Clearing System(s) as to the principal amount of such Securities standing to the account of any person shall be conclusive and binding for all purposes save in case of manifest error) shall be treated by the Issuer, the Fiscal Agent, the Paying Agent(s) and the Calculation Agent as the holder of such principal amount of such Securities for all purposes other than with respect to the payment of principal or interest on such principal amount of such Securities, for which purpose the bearer of the relevant Global Security shall be treated by the Issuer, the Fiscal Agent, the Paying Agent(s) and the Calculation Agent as the holder of such principal amount of such Securities in accordance with and subject to the terms of the relevant Global Security and the expressions “**Securityholder**” and “**holder of Securities**” and related expressions shall be construed accordingly.]

IN CASE OF
SECURITIES
KEPT IN
CUSTODY ON
BEHALF OF THE
ICSDS THE
FOLLOWING
APPLIES:

[In case of Global Securities in NGN form the following applies: The Securities are issued in new global note (“**NGN**”) form and are kept in custody by a Common Safekeeper on behalf of both Euroclear and CBL (each an “**ICSD**” and together the “**ICSDs**”).

[In case of Global Securities in CGN form the following applies: The Securities are issued in classic global note (“**CGN**”) form and are kept in custody by a common depository on behalf of both Euroclear and CBL (each an “**ICSD**” and together the “**ICSDs**”).]

- (5) *Securityholder.* “**Securityholder**” [in case of German Securities the following applies: means, in respect of Securities deposited with any Clearing System or other central securities depository, any holder of a proportionate co-ownership or another comparable right in the Securities so deposited] [in case of English Securities the following applies: means, in relation to any Securities, the holders of the Securities and shall, in

¹² As a general rule all issues of Securities to be listed on the Frankfurt Stock Exchange will usually have to be accepted for clearing through CBF.

relation to any Securities represented by a Global Security, be construed as provided in paragraph (4) above].

IN CASE OF GLOBAL SECURITIES IN NGN FORM THE FOLLOWING APPLIES:

- (6) *Records of the ICSDs.* The principal amount of Securities represented by the Global Security shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Securities) shall be conclusive evidence of the principal amount of Securities represented by the Global Security and, for these purposes, a statement (which statement shall be made available to the bearer upon request) issued by an ICSD stating the principal amount of Securities so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Securities represented by such Global Security the Issuer shall procure that details of any redemption, payment, or purchase and cancellation (as the case may be) in respect of the Global Security shall be entered pro rata in the records of the ICSDs and, upon any such entry being made, the principal amount of the Securities recorded in the records of the ICSDs and represented by the Global Security shall be reduced by the aggregate principal amount of the Securities so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid.

- [(7) *References to Securities.* References in these Conditions to the "Securities" include (unless the context otherwise requires) references to any global security representing the Securities [and any Definitive Securities] [**in case of Securities issued with Coupons the following applies:** and the Coupons [**in case of Securities issued with Receipts the following applies:** and Receipts] appertaining thereto].

- [[8) *References to Coupons.* References in these Conditions to "Coupons" include (unless the context otherwise requires) references to Talons.]

§ 2

STATUS [In case of Securities guaranteed by Deutsche Bank AG, New York Branch the following applies: AND GUARANTEE]

IN CASE OF UN-SUBORDINATED SECURITIES THE FOLLOWING APPLIES:

- [(1) *Status.*] The obligations under the Securities constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer except for any obligations preferred by law.

IN CASE OF UN-SUBORDINATED SECURITIES GUARANTEED BY DEUTSCHE BANK AG, NEW YORK BRANCH THE FOLLOWING

- (2) *Guarantee.* Deutsche Bank AG, New York Branch as Guarantor has given its unconditional and irrevocable guarantee (the "**Guarantee**") for the due and punctual payment of all amounts due in respect of the Securities. The form of the Deed of Guarantee is set out in the Agency Agreement and copies of the Deed of Guarantee may be obtained free of charge from the specified offices of the Fiscal Agent and each of the Paying Agents.

APPLIES:

IN CASE OF
SUBORDINATED
SECURITIES THE
FOLLOWING
APPLIES:

The Securities are intended to qualify as Tier 2 capital (*Ergänzungskapital*) of the Issuer.

The Securities constitute unsecured and subordinated obligations of the Issuer, ranking *pari passu* among themselves and *pari passu* with all other subordinated obligations of the Issuer, except as otherwise provided by applicable law or the terms of any such other obligations. In the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against, the Issuer, the obligations under the Securities shall be fully subordinated to the claims of other unsubordinated creditors of the Issuer so that in any such event no amounts shall be payable in respect of the Securities until the claims of such other unsubordinated creditors of the Issuer have been satisfied in full. No Securityholder may set off his claims arising under the Securities against any claims of the Issuer. No security or guarantee of whatever kind is, or shall at any time be, provided by the Issuer or any other person securing rights of the Securityholders under the Securities.

No subsequent agreement may limit the subordination pursuant to the provisions set out in this § 2 or shorten the term of the Securities or any applicable notice period. Any redemption or repurchase of the Securities prior to their scheduled maturity requires the prior consent of the competent supervisory authority of the Issuer. If the Securities are redeemed or repurchased by the Issuer otherwise than in the circumstances described in this § 2 or as a result of an early redemption pursuant to § 5(2), § 5[(4)] [or § [7](2)], then the amounts redeemed or paid must be returned to the Issuer irrespective of any agreement to the contrary unless the competent supervisory authority has given its consent to such early redemption or repurchase.

§ 3 INTEREST

[In case of Securities issued by Deutsche Bank AG, London Branch which may be redeemed for value which is less than par the following applies:

Amounts described herein as being payable by way of interest are consideration both for the use of the principal subscribed for the Securities and compensation in recognition that the value for which the Securities may be redeemed may be less than the principal subscribed.]

- (1) **Interest.** Each Security bears interest **[in case of a Partly-paid Security the following applies:**¹³ on the amount paid up] from (and including) **[Interest Commencement Date]** (the “**Interest Commencement Date**”) calculated as provided below **[in case of TARN Securities including a cap the following applies:**, provided that the total amount of interest payable on each Security (the “**Total Interest Amount**”) shall not be more than the Target Interest (as defined in § 5(4)) as more fully described in paragraph (3)]. Interest will accrue in respect of each Interest Period.
- (2) **Interest Payment Dates.** Interest will be payable in arrear on **[Interest Payment Date(s)]** in each year up to (and including) the Maturity Date (as defined in § 5(1)) **[the [●] Business Day following each Interest Period End**

¹³ Only applicable in case of Exempt Securities.

Date] **[Interest Payment Date(s)]** (each such date, an “**Interest Payment Date**”). **[where an Interest Payment Date falls after the Interest Period End Final Date in respect of an Interest Period the following applies:** No additional interest or other amount shall be payable as a result of the interest in respect of an Interest Period being payable after the Interest Period End Final Date for such period.]

- (3) *Interest Amount.* The amount of interest (each an “**Interest Amount**”) payable in respect of **[if the Clearing System is Euroclear and/or CBL the following applies, unless specified otherwise in the Final Terms: [in case of German Securities the following applies: each Specified Denomination] [in case of English Securities the following applies: the Calculation Amount]] [if the Clearing System is CBF the following applies, unless specified otherwise in the Final Terms: the aggregate outstanding principal amount] for an Interest Period shall be an amount calculated by the [Calculation] [Fiscal] Agent equal to the product of (a) **[if the Clearing System is Euroclear and/or CBL the following applies, unless specified otherwise in the Final Terms: [in case of German Securities the following applies: the Specified Denomination][In case of English Securities the following applies: the Calculation Amount] [if the Clearing System is CBF the following applies, unless specified otherwise in the Final Terms: the aggregate outstanding principal amount of the Securities represented by the Global Security], (b) the Rate of Interest and (c) the Day Count Fraction, in each case for such Interest Period, such amount to be rounded to the nearest [sub-unit] [in case of Japanese Yen the following applies: unit] of the Specified Currency, with 0.5 of a [sub-unit] [unit] being rounded upwards. [in case of TARN Securities including a cap the following applies: If the Interest Amount in respect of a Security and an Interest Period would, but for the operation of paragraph (1), cause the Total Interest Amount to exceed the Target Interest, the Interest Amount for such Interest Period shall be reduced to an amount equal to the Target Interest less the Total Interest Amount in respect of the immediately preceding Interest Period.] [in case of TARN Securities without a cap the following applies: The Interest Amount will not be reduced if the Target Interest is reached or exceeded.] [in case of English Securities represented by Definitive Securities the following applies: Where the Specified Denomination is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Security shall be the product of the amount for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.]]****

- (4) *Rate of Interest.* **[Subject to [paragraph (5)] below, t] [T]he rate of interest (the “**Rate of Interest**”) for each Interest Period shall be**

**IN CASE OF
BASIC FLOATING
RATE
SECURITIES THE
FOLLOWING
APPLIES:**

the Reference Rate.

[in case the Reference Rate refers to Euribor or Libor and there is a short or long first Interest Period and if interpolation is applicable, the following applies: The Floating Rate included in the calculation of the applicable Reference Rate for the Interest Period from the Interest Commencement Date (including) to the first **[Interest Payment Date] [Interest Period End Date]** (excluding) (being the first Interest Period) shall be determined by the Calculation Agent by linear interpolation between the rate that would be determined in accordance with the “Floating Rate” definition were the Designated Maturity the First Interpolation Period and the rate that would be determined in accordance with the “Floating Rate”

definition were the Designated Maturity the Second Interpolation Period. For purpose of the interpolation the specifications made regarding the Floating Rate in paragraph [(10)] shall apply but excluding the details regarding the Designated Maturity for which the specifications made in this sub-paragraph shall apply.]

[in case the Reference Rate refers to Euribor or Libor and there is a short or long last Interest Period and if interpolation is applicable, the following applies: The Floating Rate included in the calculation of the applicable Reference Rate for the Interest Period from the [Interest Payment Date] [Interest Period End Date] preceding the Maturity Date (including) to the Maturity Date (as defined in § 5(1)) (excluding) (being the last Interest Period) shall be determined by the Calculation Agent by linear interpolation between the rate that would be determined in accordance with the “Floating Rate” definition were the Designated Maturity the First Interpolation Period and the rate that would be determined in accordance with the “Floating Rate” definition were the Designated Maturity the Second Interpolation Period. For purpose of the interpolation the specifications made regarding the Floating Rate in paragraph [(10)] shall apply but excluding the details regarding the Designated Maturity for which the specifications made in this sub-paragraph shall apply.]

IN CASE OF RANGE ACCRUAL SECURITIES THE FOLLOWING APPLIES:

[in case of Securities with initial fixed Interest Period(s) the following applies:

- (a) in case of the first [and][,] [second] [and][,] [third] [and] [fourth] Interest Period, **[fixed interest rate]** per cent. per annum; and
- (b) **[i]** in respect of each **[in case of Securities with a fixed initial interest rate the following applies:** subsequent] Interest Period, the product of (i) **[fixed interest rate]** per cent. and (ii) the quotient of the Interest Range Dates (as numerator) and the Determination Dates (as denominator) in each case in respect of the Interest Accumulation Period in relation to such Interest Period, rounded **[to two decimal places (six and above of the third decimal place being rounded upwards, otherwise rounded downwards)].**

IN CASE OF MINIMUM AND/OR MAXIMUM RATE OF INTEREST APPLIES THE FOLLOWING APPLIES:

[(5)] **[Minimum] [and] [Maximum] Rate of Interest.**

[If Minimum Rate of Interest applies the following applies: If the Rate of Interest in respect of any Interest Period determined in accordance with the above provisions is less than the Minimum Rate of Interest, the Rate of Interest for such Interest Period shall equal the Minimum Rate of Interest. The “**Minimum Rate of Interest**” is **[●]**.]

[If Maximum Rate of Interest applies the following applies: If the Rate of Interest in respect of any Interest Period determined in accordance with the above provisions is greater than the Maximum Rate of Interest, the Rate of Interest for such Interest Period shall equal the Maximum Rate of Interest. The “**Maximum Rate of Interest**” is **[●]**.]

[(6)] *Calculations and Determinations.* Unless otherwise specified in this § 3, all calculations and determinations made pursuant to this § 3 shall be made by the Calculation Agent. The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest.

- [(7)] *Notification of Rate of Interest and Interest Amount.* The Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period to be notified to the Issuer **[in case of Securities which are admitted to trading on the Luxembourg Stock Exchange's regulated market or listed on the Official List of the Luxembourg Stock Exchange the following applies:**, the Paying Agent] and to the Securityholders in accordance with § [12] and if required by the rules of any stock exchange on which the Securities are from time to time admitted to trading or listed, to such stock exchange, as soon as possible after their determination, but in no event later than the **[fourth Business Day] [other]** thereafter. Each Interest Amount so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to any stock exchange on which the Securities are then admitted to trading or listed **[in case of Securities which are admitted to trading on the Luxembourg Stock Exchange's regulated market or listed on the Official List of the Luxembourg Stock Exchange the following applies:**, the Paying Agent] and to the Securityholders in accordance with § [12].
- [(8)] *Determinations Binding.* All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 3 by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent, the Paying Agents and the Securityholders.
- [(9)] *Accrual of Interest.* Each Security shall cease to bear interest from the expiry of the day preceding the day on which it is due for redemption, unless payment of principal is improperly withheld or refused. If the Issuer shall fail to redeem a Security when due, interest shall continue to accrue on the outstanding principal amount of such Security from (and including) the due date for redemption until (but excluding) the **[in case of German Securities the following applies:** expiry of the day preceding the day of the actual redemption of the Securities at the default rate of interest established by law¹⁴.] **[in case of English Securities the following applies:** earlier of (i) the date on which all amounts due in respect of such Security have been paid, and (ii) five days after the date on which the full amount of the moneys payable in respect of such Security has been received by the Fiscal Agent and notice to that effect has been given to the Securityholders in accordance with § [12] at the Rate of Interest [applicable in respect of the last occurring Interest Period.]
- [(10)] *Definitions.* For the purposes of this Conditions the following definitions apply:
- "Business Day"** means a day (other than Saturday or Sunday) on which [commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in **[all relevant financial centres] [if the Specified Currency is Euro the following applies:** and] the Trans-European Automated Real-Time Gross Settlement Express Transfer

¹⁴ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 German Civil Code (*Bürgerliches Gesetzbuch*) and does not preclude claims for damages if these are higher.

(TARGET2) System is open].

“Day Count Fraction” means, in respect of an Interest Period,

**IN CASE OF
ACTUAL/ACTUAL
(ICMA RULE 251)
THE FOLLOWING
APPLIES:**

- [(a) in case of Securities where the number of days in the Accrual Period is equal to or shorter than the Determination Period during which the relevant Accrual Period ends, the number of days in the Accrual Period divided by the product of (1) the number of days in the Determination Period and (2) the number of Determination Period Dates that would occur in one calendar year; and
- (b) in case of Securities where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (i) the number of days in the Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in the Determination Period and (y) the number of Determination Period Dates that would occur in one calendar year; and
 - (ii) the number of days in the Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in the Determination Period and (y) the number of Determination Period Dates that would occur in one calendar year.]

[In case of German Securities where the alternative above does not apply and there is one annual interest period, the following applies and (a) and (b) above do not apply: the actual number of days in the Accrual Period divided by the actual number of days in the respective interest year.]

[In case of German Securities where the first alternative above does not apply and two or more constant Interest Periods within an interest year the following applies and (a) and (b) above do not apply: the actual number of days in the Accrual Period divided by the product of the number of days in the Determination Period and the number of Determination Period Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year.]

[In case of first/last short or long Interest Periods the following applies: appropriate Actual/Actual (ICMA Rule 251) calculation method]

“Accrual Period” means the period from (and including) the most recent [Interest Payment Date] [Interest Period End Date] (or, if none, the Interest Commencement Date) to (but excluding) the relevant [Interest Payment Date] [Interest Period End Date].

“Determination Period” means the period from (and including) [Determination Period Dates] to (but excluding) [next Determination Period Date (including, where either the Interest Commencement Date or the Interest Payment Date/Interest Period End Date is not a Determination Period Date, the period commencing on the first Determination Period Date prior to, and ending on the first Determination Period Date falling after, such date)].

IN CASE OF ACTUAL/365 (FIXED) THE FOLLOWING APPLIES:

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

IN CASE OF ACTUAL/365 (STERLING) THE FOLLOWING APPLIES:

the actual number of days in the Interest Period divided by 365 or, in case of an [Interest Payment Date] [Interest Period End Date] falling in a leap year, 366.

IN CASE OF ACTUAL/360 THE FOLLOWING APPLIES:

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

IN CASE OF 30/360, 360/360 OR BOND BASIS THE FOLLOWING APPLIES:

the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

where:

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

“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 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 CASE OF 30E/360 OR EUROBOND BASIS THE FOLLOWING APPLIES:

the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

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, in which case D₂ will be 30.

**IN CASE OF
ACTUAL/ACTUAL
OR
ACTUAL/ACTUAL
(ISDA) THE
FOLLOWING
APPLIES:**

the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365).

**IN CASE OF
30E/360 (ISDA)
THE FOLLOWING
APPLIES:**

the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

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 of 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 of 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 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 Maturity Date or (ii) such number would be 31, in

which case D_2 will be 30.

[If Reference Rate is EURIBOR/LIBOR the following applies: “Designated Maturity” means [●].]

[Applicable in the case of Range Accrual Securities: “Determination Dates” shall be the number of [Business Days] [calendar days] in the relevant Interest Accumulation Period.]

[If Reference Rate is EURIBOR/LIBOR and interpolation applies the following applies: “First Interpolation Period” means [●].]

[“Interest Determination Day” means the [second] [other applicable number of days] [TARGET2] [London] [Milan] [Lisbon] [Madrid] [other relevant location] Business Day [prior to the commencement of] [following] the relevant Interest Period.]

“Interest Period” means the period from (and including) the Interest Commencement Date to (but excluding) the first [if Interest Period(s) end on Interest Payment Date(s) the following applies: Interest Payment Date and thereafter from (and including) each Interest Payment Date to (but excluding) the next following Interest Payment Date] [if Interest Period(s) end on Interest Period End Date(s) the following applies: Interest Period End Date and thereafter from (and including) an Interest Period End Date to (but excluding) the next following Interest Period End Date (each such later date the “Interest Period End Final Date” for the relevant Interest Period)].

IF INTEREST PERIODS ARE ADJUSTED THE FOLLOWING APPLIES:

If there is no numerically corresponding day of the calendar month in which an [Interest Payment Date] [Interest Period End Date] should occur or if any [Interest Payment Date] [Interest Period End Date] would otherwise fall on a day which is not a Business Day, then, **[if the Following Business Day Convention applies: such [Interest Payment Date] [Interest Period End Date] shall be postponed to the next day which is a Business Day] [if the Modified Following Business Day Convention applies: such [Interest Payment Date] [Interest Period End Date] shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such [Interest Payment Date] [Interest Period End Date] shall be brought forward to the immediately preceding Business Day] [if the Preceding Business Day Convention applies: such [Interest Payment Date] [Interest Period End Date] shall be brought forward to the immediately preceding Business Day.**

[if Interest Period(s) end on Interest Period End Date(s) the following applies: “Interest Period End Date” means [Interest Period End Dates].]

[“Interest Range” [means [●]] [for each Interest Period is as set out below: [●]].]

[“Interest Range Dates” means, in respect of an Interest Period, the number of [calendar days] [Business Days] on which the Reference Rate in the relevant Interest Accumulation Period in respect of such Interest Period is determined not to fall outside the Interest Range, provided that the upper or the lower limits of the Interest Range shall be deemed to be within the Interest Range. [in case of calculations based upon calendar days the following applies: Should a calendar day not be a Business Day, the Reference Rate for such day shall be the Reference Rate

determined as set out below on the immediately preceding Business Day.]]

**IN CASE OF
SCREEN RATE
DETERMINATION
THE FOLLOWING
APPLIES:**

The “Reference Rate” is

[in case of Inverse Floater Securities the following applies:

[+] [-] [●] per cent. per annum (the “Inverse Margin”) [plus]
[minus]]

[In case of Participation Securities the following applies:

[+] [-] [●] per cent. (the “Participation”) multiplied by]

[if EURIBOR/LIBOR applies: [in case of Participation Securities where Reference Rate is calculated by adding or subtracting two rates: (]the offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for the Designated Maturity (a “Floating Rate”) which appears on the Screen Page as of 11:00 a.m. ([Brussels] [London] time) on the Interest Determination Day [(●-months EURIBOR)] [(●-months LIBOR)] [in case of Participation Securities where Reference Rate is not calculated by adding or subtracting two rates:)]].]

[if CMS applies: [in case of Participation Securities where Reference Rate is calculated by adding or subtracting two rates: (]the rate for [currency] swaps with a maturity of [maturity] expressed as a percentage with reference to [relevant short-term floating index] (a “CMS Rate”) which appears on the Screen Page as of [11:00 a.m.] [●] ([New York City] [●] time), on the Interest Determination Day [in case of Participation Securities where Reference Rate is not calculated by adding or subtracting two rates:)]].]

[minus]

[plus]

[if EURIBOR/LIBOR applies: the offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for the Designated Maturity (a “Floating Rate”) which appears on the Screen Page as of 11:00 a.m. ([Brussels] [London] time) on the Interest Determination Day [(●-months EURIBOR)] [(●-months LIBOR)]].]¹⁵

[if CMS applies: the rate for [currency] swaps with a maturity of [maturity] expressed as a percentage with reference to [relevant short-term floating index] (a “CMS Rate”) which appears on the Secondary Screen Page as of [11:00 a.m.] [●] ([New York City] [●] time), on the Interest Determination Day)].]¹⁶

[in case of a Margin the following applies: [plus] [minus] [+] [-] [●] per cent. per annum (the “Margin”), all as determined by the Calculation Agent.]]

¹⁵ Applicable if EURIBOR/LIBOR applies and Reference Rate is calculated by adding or subtracting two rates.

¹⁶ Applicable if CMS applies and Reference Rate is calculated by adding or subtracting two rates.

“Screen Page” means [relevant Screen Page] or the relevant successor page on that service or on any other service as may be nominated as the information vendor for the purposes of displaying rates or prices comparable to the relevant offered quotation.

[If Reference Rate is EURIBOR/LIBOR the following applies: If the relevant Screen Page is not available or if no such quotation appears as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for the Designated Maturity and in a representative amount to prime banks in the **[if the Reference Rate is EURIBOR the following applies:** Euro-Zone interbank market at approximately 11:00 a.m. (Brussels time)] **[if the Reference Rate is LIBOR the following applies:** [London] [other relevant location] interbank market at approximately 11:00 a.m. ([London][other relevant location] time)] on the relevant Interest Determination Day. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the relevant Floating Rate for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one **[if the Reference Rate is EURIBOR the following applies:** thousandth of a percentage point, with 0.0005] **[if the Reference Rate is not EURIBOR the following applies:** hundred-thousandth of a percentage point, with 0.000005] being rounded upwards) of such offered quotations, all as determined by the Calculation Agent.

If on the relevant Interest Determination Day only one or none of the selected Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the relevant Floating Rate for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one **[if the Reference Rate is EURIBOR the following applies:** thousandth of a percentage point, with 0.0005] **[if the Reference Rate is not EURIBOR the following applies:** hundred-thousandth of a percentage point, with 0.000005] being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the **[if the Reference Rate is EURIBOR the following applies:** Euro-Zone interbank market] **[if the Reference Rate is LIBOR the following applies:** London interbank market] **[other relevant location] interbank market]**, selected by the Calculation Agent acting in good faith, at which such banks offer, as at 11:00 a.m. (**[if the Reference Rate is LIBOR the following applies:** London] **[if the Reference Rate is EURIBOR the following applies:** Brussels] **[other relevant location] time**) on the relevant Interest Determination Day, loans in the Specified Currency for the Designated Maturity and in a representative amount to leading European banks.]

[If Reference Rate is EURIBOR/LIBOR and interpolation applies the following applies: “Second Interpolation Period” means [●].]

[“Secondary Screen Page” means [relevant Secondary Screen Page] or the relevant successor page on that service or on any other service as may be nominated as the information vendor for the purposes of displaying rates or prices comparable to the relevant offered quotation.]

[If Reference Rate is CMS the following applies: If the relevant Screen Page or the Secondary Screen Page, as the case may be, is not available

or if no rate appears as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its mid-market semi-annual swap rate quotations at approximately [11:00 a.m.] [●] ([New York City] [●] time) on the relevant Interest Determination Day for such Screen Page. For this purpose and both the Screen Page and the Secondary Screen Page, the semi-annual swap rate means the mean of the bid and offered rates for the semi-annual fixed leg (e.g. calculated on a [30/360] [●] day count basis), of a fixed for floating [currency] interest rate swap transactions with a [maturity] maturity commencing on such day and in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market where, the floating leg (calculated on an [Actual/360] [●] day count basis), is equivalent to the rate for deposits in [currency] for a period of [●] months which appears on [Reuters [●]] (or such other page on that service, or such other service as may be nominated as the information vendor, for the purposes of displaying rates or prices comparable to Reuters [●]) as of [11:00 a.m.] [●] [London] [New York City] [●] time on such day. The Calculation Agent will request the principal office of each of the Reference Banks to provide a quotation of its rate. If at least three quotations are provided, the relevant CMS Rate for such day will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest).]

“Reference Banks” means [if no other Reference Banks are specified in the Final Terms and Reference Rate is EURIBOR the following applies: four major banks in the Euro-Zone] [if no other Reference Banks are specified in the Final Terms and Reference Rate is LIBOR the following applies: four major banks in the London] [if no other Reference Banks are specified in the Final Terms and Reference Rate is CMS the following applies: five leading swap dealers in the [London] [New York City] [other relevant location] interbank market [if other Reference Banks are specified in the Final Terms the following applies: names here].

[In case of the Euro-Zone interbank market the following applies: **“Euro-Zone”** means the region comprised of those member states of the European Union that have adopted the Euro in accordance with the Treaty establishing the European Community as amended.]

[In case of a TARGET2 Business Day the following applies: **“TARGET2 Business Day”** means a day which is a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open.]

[**“London Business Day”** means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency) in London.]

**IN CASE OF
ENGLISH
SECURITIES AND
ISDA
DETERMINATION
APPLIES THE
FOLLOWING
APPLIES:**

The Reference Rate will be

[in case of Inverse Floater Securities the following applies:

[+] [-] [●] per cent. per annum (the "Inverse Margin") [plus] [minus]] [In case of Participation Securities the following applies: ([+] [-] [●] per cent. (the "Participation") multiplied by] ISDA Rate[)] [in case of a Margin the following applies: [plus] [minus] [+] [-] [●] per cent. per annum (the

"Margin"), all as determined by the Calculation Agent.]

For the purposes of this paragraph, "ISDA Rate" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Fiscal Agent under an interest rate swap transaction if the Fiscal Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the Securities (the "ISDA Definitions") and under which:

- (1) the Floating Rate Option is [the Floating Rate Option];
- (2) the Designated Maturity is [Designated Maturity]; and
- (3) the relevant Reset Date is [relevant Reset Date: [in case of LIBOR/EURIBOR the following applies: the first day of that Interest Period][any other relevant Reset Date]].

For the purposes of this paragraph, "Floating Rate", "Calculation Agent", "Floating Rate Option", "Designated Maturity" and "Reset Date" have the meanings given to those terms in the ISDA Definitions.]

["Interest Accumulation Period" means, in respect of an Interest Period, the period from and including the [second] [alternative number] [calendar day] [Business Day] immediately prior to the commencement of such Interest Period to but excluding the [second] [alternative number] Business Day immediately prior to the commencement of the Interest Period immediately following such Interest Period.]

§ 4 PAYMENTS

IN CASE OF
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:

- (1) (a) *Payment of Principal.* Payment of principal in respect of the Securities shall be made, subject to paragraph (2), to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System upon presentation and (except in case of partial payment) surrender of the Global Security representing the Securities at the time of payment at the specified office of the Fiscal Agent outside the United States.
- (b) *Payment of Interest.* Payment of interest on Securities shall be made, subject to paragraph (2), to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.

[In case of interest payable on a Temporary Global Security the following applies: Payment of interest on Securities represented by the Temporary Global Security shall be made, subject to paragraph (2), to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System, upon due certification as provided in § 1(3)(b).**]]]**

IN CASE OF
ENGLISH

- (1) [(a)] *Payment of Principal.* For so long as the Securities are represented by a Global Security, payment of principal in respect

SECURITIES WHICH ARE REPRESENTED BY GLOBAL SECURITIES THE FOLLOWING APPLIES:

of the Securities shall be made, subject to paragraph (2), against presentation and (except in case of partial payment) surrender of the Global Security at the time of payment at the specified office of the Fiscal Agent outside the United States. A record of payment of principal will be made on the Global Security by the Fiscal Agent.]

[If the Securities are not Instalment Securities the following applies: Payment of principal in respect of Definitive Securities shall be made, subject to paragraph (2), against presentation and (except in case of partial payment where the Security shall be endorsed) surrender of the relevant Definitive Security to the Fiscal Agent or to any other Paying Agent outside the United States.]

[in case of Instalment Securities the following applies: *Payment of Instalments of Principal.* Payments of instalments of principal in respect of Definitive Securities other than the final instalment shall (subject as provided below) be made, subject to paragraph (2), against presentation and surrender (or, in case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with paragraph (2). Payment of the final instalment will be made in the manner provided in paragraph (2) below only against presentation and surrender (or, in case of part payment of any sum due, endorsement) of the relevant Security to the Fiscal Agent or any other Paying Agent outside the United States. Each Receipt must be presented for payment of the relevant instalment together with the Security to which it appertains. Receipts presented without the Security to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any Security becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.]

IN CASE OF ENGLISH SECURITIES THE FOLLOWING APPLIES:

- (b) *Payment of Interest.* For so long as the Securities are represented by a Global Security, payment of interest on Securities shall be made, subject to paragraph (2), against presentation of the Global Security at the specified office of the Fiscal Agent outside the United States. A record of payment of interest will be made on the Global Security by the Fiscal Agent.

Payment of interest on Definitive Securities shall be made, subject to paragraph (2), against presentation and (except in case of partial payment where the Coupon shall be endorsed) surrender of the relevant Coupons or, in case of Securities in respect of which Coupons have not been issued, or, in case of interest due otherwise than on a scheduled date for the payment of interest, against presentation of the relevant Definitive Securities, at the specified office of the Fiscal Agent outside the United States or at the specified office of any other Paying Agent outside the United States.

- (c) *Surrender of Coupons.* Each Security delivered with Coupons attached thereto must be presented and, except in case of partial payment of the redemption amount, surrendered for final redemption together with all unmatured Coupons relating thereto, failing which all unmatured Coupons relating to such Definitive Security (whether or not surrendered therewith) shall become void

and no payment shall be made thereafter in respect of them.]

**IN CASE OF
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:**

- (2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Securities shall be made in **[Specified Currency]**.

**IN CASE OF
SECURITIES
OTHER THAN
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:**

- (2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Securities shall be made in the freely negotiable and convertible currency,

[In case of payments in Euro the following applies: by transfer to a Euro account (or any other account to which Euro may be credited or transferred) maintained by the payee, Provided That, if any payments of amounts due fall to be made in a currency other than Euro, such payments shall be made in such currency by cheque payable in such currency drawn on a bank in the principal financial centre of the country of that currency or, at the option of the payee, by transfer to an account denominated in such currency maintained by the payee with a bank in such financial centre.]

[In case of payments in a currency other than Euro or U.S. dollars the following applies: by cheque payable in such currency drawn on a bank in the principal financial centre of the country of the Specified Currency or, at the option of the payee, by transfer to an account denominated in such currency (which, in case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with a bank in such financial centre.]

[In case of payments in U.S. dollars the following applies: by U.S. dollar cheque drawn on a bank in the United States or, at the option of the payee, by transfer to a U.S. dollar account maintained by the payee at a bank outside the United States.]

- (3) *United States.* For purposes of **[in the case of TEFRA D Securities where Securities denominated or otherwise payable U.S. dollars the following applies:** § 1(3) [,.] [and] this § 4 [and] [,.] [§ 6(2)] [and § 7(2)], “United States” means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

**IN CASE OF
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:**

- (4) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System in respect of the amount so paid.

**IN CASE OF
ENGLISH
SECURITIES
REPRESENTED
BY GLOBAL**

- (4) *Discharge.* For so long as the Securities are represented by a Global Security, the Issuer shall be discharged by payment to, or to the order of, the holder of the Global Security in respect of the amount to be paid. Each of the persons shown in the records of the relevant Clearing System as the beneficial holder of a particular principal amount of Securities represented

SECURITIES THE FOLLOWING APPLIES:

by the Global Security must look solely to the relevant Clearing System for its share of each payment made by the Issuer to, or to the order of, the holder of such Global Security. In case of Definitive Securities, the Issuer shall be discharged by payment to the bearer of the Securities.

IN CASE OF BEARER SECURITIES FOR WHICH PRINCIPAL AND/OR INTEREST IS PAYABLE IN U.S. DOLLARS THE FOLLOWING APPLIES:

Notwithstanding the foregoing provisions of this § 4, if any amount of principal and/or interest in respect of the Securities is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of the Securities will be made at the specified office of a Paying Agent in the United States if:

- (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Securities in the manner provided above when due;
- (ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

- (5) *Payment Business Day.* If the date for payment of any amount in respect of any Security is not a Payment Business Day then the Securityholder shall not be entitled to payment until the next following Payment Business Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, "**Payment Business Day**" means any day (other than a Saturday or a Sunday) on which the Clearing System **[if the Specified Currency is Euro the following applies: [and] the Trans European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System] [is] [are] open and settle[s] payments [if (i) the Specified Currency is not Euro, (ii) the Specified Currency is Euro and the opening of general business in one or more financial centers is relevant, or (iii) the Securities are English Securities the following applies: and commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in [(i)] [any Relevant Financial Centre(s)] [(ii)] the principal financial centre of the country of the Specified Currency [where the Specified Currency is Australian dollars/New Zealand dollars the following applies: which shall be [Sydney][Auckland]] [in case of English Securities the following applies: and, in case of Definitive Securities only, [(iii)] the relevant place of presentation].**

- (6) *References to Principal and Interest.* References in these Conditions to principal in respect of the Securities shall be deemed to include, as applicable: the Redemption Amount, the Early Redemption Amount, **[if redeemable at the option of Issuer for other than taxation reasons the**

following applies: the Call Redemption Amount,] **[if redeemable at the option of the Securityholder the following applies:** the Put Redemption Amount,] and any premium and any other amounts which may be payable under or in respect of the Securities. [Reference in these Conditions to interest in respect of the Securities shall be deemed to include any Additional Amounts which may be payable under § [7].]

IN CASE OF GERMAN SECURITIES THE FOLLOWING APPLIES:

- (7) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main principal or interest not claimed by Securityholders within twelve months after the relevant due date, even though such Securityholders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Securityholders against the Issuer shall cease.

**§ 5
REDEMPTION**

IN CASE OF SECURITIES OTHER THAN INSTALMENT SECURITIES THE FOLLOWING APPLIES:

- (1) *Redemption at Maturity.* [Each principal amount of Securities equal to **[in case of German Securities the following applies:** the Specified Denomination][**in case of English Securities the following applies:** the Calculation Amount] shall be redeemed at the Redemption Amount on **[in case of a specified Maturity Date: [Maturity Date]] [in case of a Redemption Month the following applies:** the Interest Payment Date falling in **[Redemption Month]]** (the **“Maturity Date”**) [plus the Final Payment as provided below]. The **“Redemption Amount”** in respect of each principal amount of Securities shall be equal to **[in case of German Securities the following applies:** the Specified Denomination.] **[in case of English Securities the following applies:** the Calculation Amount.] **[In case of TARN Securities with a Final Payment the following applies:** If the aggregate of all the Interest Amounts paid or payable in respect of a Security up to and including the earlier of the Maturity Date or the Automatic Redemption Date (the **“Calculated Total Interest”**) is less than the Target Interest, each Security shall be redeemed at the Redemption Amount plus an amount equal to the difference between the Target Interest and the Calculated Total Interest (the **“Final Payment”**).]

IN CASE OF INSTALMENT SECURITIES THE FOLLOWING APPLIES:

- (1) *Redemption in Instalments.* Unless previously redeemed in accordance with these Conditions, each Security shall be redeemed on the Instalment Dates at the Instalment Amounts set forth below:

Instalment Dates	Instalment Amounts
[Instalment Dates]	[Instalment Amounts]
[]	[]
[]	[]

IF SECURITIES ARE SUBJECT TO EARLY REDEMPTION AT THE OPTION OF

- [(2)] Early Redemption at the Option of the Issuer.
 - (a) The Issuer may, upon notice given in accordance with subparagraph (b), redeem all or some only of the Securities then outstanding on the Call Redemption Date[s] at the Call

**THE ISSUER
(ISSUER CALL)
THE FOLLOWING
APPLIES:**

Redemption Amount[s] set forth below together with accrued interest, if any, to (but excluding) the relevant Call Redemption Date. **[In case of Minimum Redemption Amount or Higher Redemption Amount applies the following applies:** Any such redemption must be equal to [at least **[Minimum Redemption Amount]** **[Higher Redemption Amount]**.

Call Redemption Date[s]	Call Redemption Amount[s]
[Call Redemption Date[s]]	[Call Redemption Amount[s]]
[_____]	[_____]
[_____]	[_____]

[In case of Subordinated Securities the following applies: Exercise of such option of the Issuer shall be conditional upon the prior approval of the competent supervisory authority to such early redemption.]

[In case of Securities which are subject to Early Redemption at the Option of the Securityholder the following applies: The Issuer may not exercise such option in respect of any Security which is the subject of the prior exercise by the Securityholder thereof of its option to require the redemption of such Security under paragraph [(3)] of this § 5.]

- (b) Notice of redemption shall be given by the Issuer to the Securityholders in accordance with § [12]. Such notice shall specify:
 - (i) name and securities identification number of the Securities;
 - (ii) whether the Securities are to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Securities which are to be redeemed;
 - (iii) the Call Redemption Date, which shall not be less than [30 days] [five Business Days] **[other Minimum Notice]** nor more than **[Maximum Notice]** days after the date on which notice is given by the Issuer to the Securityholders; and
 - (iv) the Call Redemption Amount at which such Securities are to be redeemed.]

[IN CASE OF SECURITIES REPRESENTED BY GLOBAL SECURITIES OTHER THAN ENGLISH SECURITIES THE FOLLOWING APPLIES:

- (c) In case of a partial redemption of Securities, Securities to be redeemed shall be selected not more than 30 days prior to the Call Redemption Date (such date the **"Selection Date"**) in accordance with the rules of the relevant Clearing System to be reflected in the records of such Clearing System as either a pool factor or a reduction in principal amount, at its discretion.]

[IN CASE OF ENGLISH SECURITIES WHICH ARE REPRESENTED BY GLOBAL SECURITIES AND/OR DEFINITIVE SECURITIES THE FOLLOWING APPLIES:

- (c) In case of a partial redemption of Securities, the Securities to be redeemed (“**Redeemed Securities**”) will (i) in case of Redeemed Securities represented by definitive Securities, be selected individually by lot, not more than [30] [●] days prior to the date fixed for redemption and (ii) in case of Redeemed Securities represented by a Global Security, be selected in accordance with the rules of the Clearing Systems, (to be reflected in the records of the Clearing Systems as either a pool factor or a reduction in principal amount, at their discretion). In case of Redeemed Securities represented by definitive Securities, a list of the serial numbers of such Redeemed Securities will be published in accordance with § [12] not less than [14] [●] days prior to the date fixed for redemption.]

IN CASE OF SECURITIES OTHER THAN SUBORDINATED SECURITIES SUBJECT TO EARLY REDEMPTION AT THE OPTION OF A SECURITYHOLDER (INVESTOR PUT) THE FOLLOWING APPLIES:

[(3)] Early Redemption at the Option of a Securityholder.

- (a) The Issuer shall, at the option of the Securityholder of any Security, redeem such Security on the Put Redemption Date[s] at the Put Redemption Amount[s] set forth below together with accrued interest, if any, to (but excluding) the relevant Put Redemption Date.

Put Redemption Date[s]	Put Redemption Amount[s]
[Put Redemption Date[s]]	[Put Redemption Amount[s]]
[]	[]
[]	[]

[in case of Securities subject to early redemption at the option of the Issuer the following applies:

The Securityholder may not exercise such option in respect of any Security which is the subject of the prior exercise by the Issuer of its option to redeem such Security under this § 5.]

[In case of German Securities the following applies:

- (b) In order to exercise such option, the Securityholder must, not less than [five Business Days] **[insert other Minimum Notice]** and not more than **[insert Maximum Notice to Issuer]** days before the Put Redemption Date on which such redemption is required to be made as specified in the early redemption notice in the form available from the Fiscal Agent (the “**Put Notice**”), submit during normal business hours to the Fiscal Agent a duly completed Put Notice. No option so exercised may be revoked or withdrawn.]

[In case of English Securities the following applies:

- (b) The Securityholder must, if this Security is in definitive form and held outside the Clearing Systems deliver, at the specified office of the Fiscal Agent or any Paying Agent at any time during normal business hours of such Paying Agent falling within the notice period, a duly completed and signed notice of exercise in the form

(for the time being current) obtainable from the specified office of the Fiscal Agent and any specified office of any other Paying Agent (a “Put Notice”) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made. If this Security is in definitive form, the Put Notice must be accompanied by the Security or evidence satisfactory to the Fiscal Agent or the Paying Agent concerned that this Security will, following delivery of the Put Notice, be held to its order or under its control. If this Security is represented by a Global Security or is in definitive form and held through such Clearing Systems, to exercise this option the Securityholder must, within the notice period, give notice to the Fiscal Agent or other Paying Agent of such exercise in accordance with the standard procedures of such Clearing Systems (which may include notice being given on its instruction by such Clearing Systems or any common depository for them to the Fiscal Agent or other Paying Agent by electronic means) in a form acceptable to such Clearing Systems from time to time and, if the Security is represented by a Global Security, at the same time present or procure the presentation of the relevant Global Security to the Fiscal Agent or other Paying Agent for notation accordingly.

No option so exercised or Security so deposited may be revoked or withdrawn unless prior to the due date for redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option may select by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Security forthwith due and payable pursuant to § [9].]

IN CASE OF TARN SECURITIES THE FOLLOWING APPLIES:

[(4)] *Automatic Redemption.* If an Interest Amount in respect of a Security for an Interest Period calculated in accordance with § 3(3) would **[in case of TARN Securities including a cap the following applies:]**, but for the operation of § 3(1),] cause the Total Interest Amount to be [equal to or] greater (the “**Target Interest Event**”) than an amount equal to [●] per cent. of the principal amount of such Security (the “**Target Interest**”), all but not some only of the Securities shall be redeemed at the Redemption Amount on the Interest Payment Date on which the Target Interest Event occurred (the “**Automatic Redemption Date**”).

IN CASE OF SUBORDINATED SECURITIES THE FOLLOWING APPLIES:

[(5)] *Early Redemption for Regulatory Reasons.* If the Issuer determines, in its own *discretion*, that it (i) may not treat the Securities in their full aggregate principal amount as Tier 2 capital for the purposes of its own funds in accordance with applicable law, other than for reasons of an amortisation in accordance with Art. 64 of the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (CRR), or (ii) is subject to any other form of a less advantageous regulatory own funds treatment with respect to the Securities than as of the Issue Date, the Securities may be redeemed, in whole but not in part, at any time at the option of the Issuer, subject to the prior consent of the competent supervisory authority, upon not less than [30] [●] and not more than [60] [●] days' prior notice of redemption at the Early Redemption Amount together with interest (if any) accrued to the date fixed for redemption (exclusive).

Any notice in accordance with this paragraph ([5]) shall be given only following the Issuer having received the consent of the competent supervisory authority by publication in accordance with § [12]. Such notice shall be irrevocable and shall state the date fixed for redemption and the reason for the redemption.

**IN CASE
REDEMPTION
FOR ILLEGALITY
IS APPLICABLE
THE FOLLOWING
APPLIES:**

[(6)] *Redemption for Illegality.* In the event that the Calculation Agent determines in good faith that the performance of the Issuer's obligations under the Securities or that any arrangements made to hedge the Issuer's obligations under the Securities has or will become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, the Issuer having given not less than 10 nor more than 30 days' notice to Securityholders in accordance with § [12] (which notice shall be irrevocable), may, on expiry of such notice, redeem all, but not some only, of the Securities, each Security being redeemed at the Early Redemption Amount together (if applicable) with interest accrued to (but excluding) the date of redemption.

[(7)] *Early Redemption Amount.* The early redemption amount of each principal amount of Securities equal to **[in case of German Securities the following applies: the Specified Denomination] [in case of English Securities the following applies: the Calculation Amount]** (the "**Early Redemption Amount**") shall be equal to **[its principal amount plus accrued interest] [the Redemption Amount] [[●]% of the Specified Denomination] [the fair market value] [(plus accrued but unpaid interest)] [less Early Redemption Unwind Costs]].** **[in case fair market value is applicable the following applies: The fair market value shall be determined by the Calculation Agent [at its reasonable discretion]. For the purposes of determining the fair market value no account shall be taken of the financial condition of the Issuer, which shall be presumed to be able to perform fully its obligations in respect of the Securities.]**

[In case Early Redemption Unwind Costs are used to calculate the Early Redemption Amount the following applies: "Early Redemption Unwind Costs" means [specified amount] [in case of "Standard Early Redemption Unwind Costs" applies: an amount determined by the Calculation Agent equal to the sum of (without duplication) all costs, expenses (including loss of funding), tax and duties incurred by the Issuer in connection with the redemption of the Securities and the related termination, settlement or re-establishment of any hedge or related trading position, such amount to be apportioned *pro rata* amongst each [in case of German Securities the following applies: principal amount of Securities in the Specified Denomination] [in case of English Securities the following applies: principal amount of Securities equal to the Calculation Amount].]

**§ [6]
AGENTS**

(1) *Appointment.* The Fiscal Agent [.,] [and] the Paying Agent[s] [.,] [and] [the Calculation Agent] and [its] [their] [respective] office[s] [is] [are]:

Fiscal Agent: **[in case of German Securities the following applies:**
[Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Germany][●]]

[in case of English Securities the following applies:
[Deutsche Bank AG, London Branch
Winchester House,
1 Great Winchester Street
London EC2N 2DB
United Kingdom][●]]

(the “**Fiscal Agent**”)

Paying Agent[s]: [Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Germany]

[Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom]

[Deutsche Bank Luxembourg S.A.
2 boulevard Konrad Adenauer
L-1115 Luxembourg
Luxembourg]

[in case of Securities listed on the SIX Swiss Exchange the following applies:
Deutsche Bank AG, Zurich Branch
Uraniastrasse 9
P.O. Box 3604
8021 Zurich
Switzerland

(the “**Swiss Paying Agent**”)

([each a] [the] “**Paying Agent**” [and together the “**Paying Agents**”])

[In case the Fiscal Agent is to be appointed as Calculation Agent the following applies: The Fiscal Agent shall also act as Calculation Agent (the “**Calculation Agent**”).]

[In case of a Calculation Agent other than the Fiscal Agent is to be appointed the following applies: The Calculation Agent and its initial specified office shall be:

[name and specified office] (the “**Calculation Agent**”)

The Fiscal Agent[,] [and] [the Paying Agent[s]] [,] [and] [the Calculation Agent] reserve[s] the right at any time to change [its] [their] respective

office to some other offices.

- (2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent [,] [or] [the] [any] Paying Agent [or] [the Calculation Agent] and to appoint another Fiscal Agent [or another or additional Paying Agents] [or another Calculation Agent]. The Issuer shall at all times maintain (a) a Fiscal Agent **[in case of Securities admitted to trading on, or listed on the Official List of, a stock exchange the following applies: [,] [and]** (b) so long as the Securities are admitted to trading or listed on the Official List, of the **[name of Stock Exchange]**, a Paying Agent (which may be the Fiscal Agent) with an office in **[location of Stock Exchange]** and/or in such other place as may be required by the rules of such stock exchange (or any other relevant authority) **[in case of payments in U.S. dollars the following applies: [,] [and]** [(c)] if payments at or through the offices of all Paying Agents outside the United States (as defined in § 4(3)) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in U.S. dollars, a Paying Agent with an office in the United States] **[in case of any Calculation Agent is to be appointed the following applies: and [(d)]** a Calculation Agent. Any variation, termination, appointment or change shall only take effect (other than in case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Securityholders in accordance with § [12].
- (3) *Agents of the Issuer.* The Fiscal Agent [,] [and] the Paying Agent[s] [and the Calculation Agent] act solely as agents of the Issuer and do not have any obligations towards, or relationship of agency or trust with any Securityholder [,] [or] [Couponholder] [or] [Receiptholder]. The Agency Agreement contains provisions permitting any entity into which any agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become successor agent.

§ [7] TAXATION

IN CASE OF SECURITIES WITHOUT GROSS-UP FOR WITHHOLDING TAXES THE FOLLOWING APPLIES:

All amounts payable in respect of the Securities shall be made with such deduction or withholding of taxes, duties or governmental charges of any nature whatsoever imposed, levied or collected by the way of deduction or withholding, if such deduction or withholding is required by law (including pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "Code") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof ("FATCA") or pursuant to any law implementing an intergovernmental approach to FATCA).

IN CASE OF SECURITIES WITH GROSS-UP FOR WITHHOLDING TAXES THE FOLLOWING APPLIES:

- (1) *Withholding Taxes and Additional Amounts.* All amounts payable in respect of the Securities shall be made without deduction or withholding for or on account of any present or future taxes, duties or governmental charges of any nature whatsoever imposed or levied by way of deduction or withholding (i) by or on behalf of [Germany] [the United Kingdom] [Portugal] [Spain] [Australia] **[country in which any other issuing branch is located]** or any political subdivision or any authority thereof or therein having power to tax or (ii) pursuant to an agreement described in Section

1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof ("**FATCA**") or any law implementing an intergovernmental approach to FATCA ("**Withholding Taxes**") unless such deduction or withholding is required by law (including pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to FATCA or any law implementing an intergovernmental approach to FATCA).

In such event, the Issuer shall, to the fullest extent permitted by law, pay such additional amounts of principal and interest (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Securityholders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes, duties or governmental charges which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Securityholder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it; or
- (b) are payable by reason of the Securityholder having, or having had, some personal or business connection with [Germany] [the United Kingdom] [Portugal] [Spain] [Australia] [**country in which any other issuing branch is located**] and not merely by reason of the fact that payments in respect of the Securities are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, [Germany] [the United Kingdom] [Australia] [**country in which any other issuing branch is located**]; or
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which [Germany] [the United Kingdom] [Portugal] [Spain] [Australia] [**country in which any other issuing branch is located**] or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding; or
- (d) are required by reason of an agreement described in Section 1471(b) of the Code or otherwise required by FATCA or any law implementing an intergovernmental approach to FATCA; or
- (e) are presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that a Securityholder would have been entitled to additional amounts on presenting the same for payment on the last day of the period of 30 days assuming that day to have been a Business Day; or
- (f) are withheld or deducted in relation to a Security presented for payment by or on behalf of a Securityholder who would have been able to avoid such withholding or deduction by presenting the relevant Security to another Paying Agent in a Member State of the European Union; or
- (g) are deducted or withheld by a Paying Agent from a payment if the

payment could have been made by another Paying Agent without such deduction or withholding; or

- (h) would not be payable if the Securities had been kept in safe custody with, and the payments had been collected by, a banking institution; or
- (i) are payable by reason of a change in law or practice that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with § [12], whichever occurs later[.]; or]

[in case of Securities issued by Deutsche Bank AG, Sydney Branch the following applies:

- (j) are payable by reason of the Securityholder being an associate of the Issuer for the purposes of section 128F (6) of the Income Tax Assessment Act 1936 of Australia.]

(2) *Early redemption.* If, as a result of any change in, or amendment to, the laws or regulations prevailing in [Germany] [the United Kingdom] [Portugal] [Spain] [Australia] [country in which any other issuing branch is located] or the United States, which change or amendment becomes effective on or after [the following applies: Issue Date of the first Tranche of this Series of Securities], or as a result of any application or official interpretation of such laws or regulations not generally known before that date, Withholding Taxes are or will be leviable on payments of principal or interest in respect of the Securities, and, by reason of the obligation to pay Additional Amounts as provided in paragraph (1), such Withholding Taxes are to be borne by the Issuer, the Issuer may [in case of Subordinated Securities the following applies: , subject to prior consent of the competent supervisory authority,] redeem the Securities in whole, but not in part, at any time, on giving not less than 30 days' notice, at their Early Redemption Amount together with interest accrued to the date fixed for redemption. No such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to withhold or pay Withholding Taxes were a payment in respect of the Securities then made.

(3) *Notice.* Any such notice shall be given by publication in accordance with § [12]. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right so to redeem.

(4) *Transfer of Issuer's domicile.* In case of a transfer of the Issuer's domicile to another country, territory or jurisdiction, the preceding provisions shall apply with the understanding that any reference to the Issuer's domicile shall from then on be deemed to refer to such other country, territory or jurisdiction.]

**IN CASE OF
SECURITIES
WITH GROSS-UP
FOR**

(5) *Payment without Withholding.* All payments in respect of the Guarantee by or on behalf of the Guarantor shall be made without withholding or deduction for, or on account of, any present or future taxes, duties assessments or governmental charges of whatever nature ("Taxes")

**WITHHOLDING
TAXES AND
GUARANTEED BY
DEUTSCHE BANK
AG, NEW YORK
BRANCH THE
FOLLOWING
APPLIES:**

imposed or levied (i) by or on behalf of any Relevant Jurisdiction or (ii) pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof ("**FATCA**") or any law implementing an intergovernmental approach to FATCA, unless the withholding or deduction of the Taxes is required by law (including pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to FATCA or any law implementing an intergovernmental approach to FATCA). In that event, the Guarantor will pay, subject to the exceptions and limitations set forth below, such additional amounts as may be necessary in order that the net amounts received by the Securityholders after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Guarantee in the absence of the withholding or deduction. However, the Issuer shall not be required to pay any such additional amounts for or on account of:

- (a) any tax, assessment or other governmental charge that would not have been imposed but for (A) the existence of any present or former connection, other than the mere benefit of the Guarantee between a Securityholder (or between a fiduciary, settlor or beneficiary of, or a person holding a power over, such holdings, if such holder is an estate or a trust, or a member or shareholder of such holder, is a partnership or corporation) and the United States, including, without limitation, such holder (or such fiduciary, settlor, beneficiary, person holding a power, member or shareholder) being or having been a citizen or resident thereof or being or having been engaged in a trade or business or present therein or having had a permanent establishment therein; or (B) such Securityholder's past or present status as a personal holding company, foreign private foundation or other foreign tax-exempt organisation with respect to the United States, or as corporation that accumulates earnings to avoid United States federal income tax; or
- (b) any estate, inheritance, gift, sales, transfer, excise, wealth or personal property tax or any similar tax, assessment or other governmental charge; or
- (c) any tax, assessment or other governmental charge that would not have been imposed but for:
 - (i) the presentation by the holder of the Guarantee for payment for more than fifteen days after the Relevant Date; or
 - (ii) a change in law, regulation or administrative or judicial interpretation that becomes effective more than 30 days after the payment becomes due or is duly provided for, whichever occurs later; or
- (d) any tax, assessment or other governmental charge that is payable otherwise than by deduction or withholding from a payment under the Guarantee; or
- (e) any tax, assessment or other governmental charge required to be deducted or withheld by any Paying Agent from a payment under the Guarantee, if such payment can be made without such

deduction or withholding by presenting the relevant Security at any other Paying Agent; or

- (f) any tax, assessment or other governmental charge that would not have been imposed but for a failure of a Securityholder or the beneficial owner of such Security, its agent or any financial institution through which the holder or beneficial owners holds the Securities or through which payments on the Securities is made to comply with (1) certification, documentation, information or other reporting requirements or agreement concerning United States accounts maintained by the holder or beneficial owners (or any such financial institution), including by reason of holding the Securities, concerning the nationality, residence, identity or connection with the United States of the holder or the beneficial owner of a Security (or any such financial institution), or any substantially similar requirement or agreement, including an agreement described in Section 1471(b) of the Code or otherwise required by FATCA or any law implementing an intergovernmental approach to FATCA if such compliance is required by statute or regulation of the United States or any political subdivision or taxing authority thereof or therein, or by any applicable income tax treaty to which the United States is party or any substantially similar requirement or agreement, including an agreement described in Section 1471(b) of the Code or otherwise required by FATCA or any law implementing an intergovernmental approach to FATCA as precondition to relief or exemption from such tax, assessment or other governmental charge (including back-up withholding) or (2) any other certification, documentation, reporting or other similar requirements under United States income tax laws or regulations that would establish entitlement to otherwise applicable relief or exemption from such tax, assessment or other governmental charge; or
- (g) any tax, assessment or other governmental charge imposed on a holder that actually owns or is deemed to own (directly, indirectly or constructively) 10 per cent. or more of the combined voting power of all classes of stock of the Issuer or that is a bank receiving interest described under Section 881(c)(3)(A) of the United States Internal Revenue Code of 1986, as amended, or that is a controlled foreign corporation related to the Issuer through stock ownership; or
- (h) a payment under the Guarantee to a Securityholder that is a fiduciary or partnership or other than the sole beneficial owner of such payment to the extent a beneficiary or settlor with respect to such fiduciary or a member of such partnership or beneficial owner would not have been entitled to the additional interest amounts had such beneficiary, settlor, member or beneficial owner been the holder of such Security; or
- (i) any deduction or withholding pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which (x) the United States and (y) the European Union and/or [Germany] [the United Kingdom] [Italy] [Portugal] [Spain] [Australia] **[country in which any other issuing branch is located]** is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive,

- Regulation, treaty or understanding; or
- (j) any combination of sub-paragraphs (a) to (i) above.
- (6) Interpretation. In this § [7]:
- (a) **“Relevant Date”** means the date on which the payment first becomes due but, if the full amount of the money payable has not been received by the Fiscal Agent on or before the due date, it means the date on which, the full amount of the money having been so received, notice to that effect shall have been duly given to the Securityholders by the Issuer in accordance with § [12]; and
- (b) **“Relevant Jurisdiction”** means the United States of America or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Securities, as the case may be.
- (7) *Additional Amounts.* Any reference in these Conditions to any amounts in respect of the Securities [or under the Guarantee] shall be deemed also to refer to any additional amounts which may be payable under this Condition.

§ [8] PRESCRIPTION

**IN CASE OF
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:**

The presentation period provided in § 801(1), sentence 1 German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years for the Securities.

**IN CASE OF
ENGLISH
SECURITIES THE
FOLLOWING
APPLIES:**

- (1) *Prescription.* The Securities [,] [and] [Coupons] [and] [Receipts] will become void unless presented for payment within a period of ten years (in case of principal) and five years (in case of interest) after the Relevant Date therefor.
- (2) *Replacement.* Should any Security[,] [or] [Coupon] [,] [or] [Receipt] [or Talon] be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of **[in case of Securities, Receipts or Coupons the following applies: the Fiscal Agent] [in case of Securities admitted to trading on, listed on the Official List of, the Luxembourg Stock Exchange the following applies: or the Paying Agent in Luxembourg]** upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Securities[,] [or] [Coupons][,] [or] [Receipts] [or Talons] must be surrendered before replacements will be issued.
- (3) *Coupon sheet.* There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this § [8] or § 4 or any Talon which would be void pursuant to § 4.

For the purposes of this § [8], “**Relevant Date**” means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Fiscal Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Securityholders in accordance with § [12].

[in case of Securities issued with Talons the following applies: On or after the [Interest Payment Date] [Interest Period End Date] on which the final Coupon comprised in any Coupon sheet matures, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Security to which it appertains) a further Talon, subject to the provisions of this § [8].

IN CASE OF UN-SUBORDINATED SECURITIES THE FOLLOWING APPLIES:

**§ [9]
EVENTS OF DEFAULT**

- (1) *Events of default.* Each Securityholder shall be entitled to declare its Securities due and demand immediate redemption thereof at the Early Redemption Amount (as defined in § 5[(5)]) together with interest accrued to the date of repayment, in the event that any of the following events occurs:
- (a) the Issuer [or the Guarantor] fails to pay principal or interest within 30 days of the relevant due date; or
 - (b) the Issuer [or the Guarantor] fails duly to perform any other obligation arising from the Securities, if such failure continues for more than 60 days after the Fiscal Agent has received notice thereof from a Securityholder; or
 - (c) the Issuer [or the Guarantor] announces its inability to meet its financial obligations or ceases its payments; or
 - (d) a court in Germany **[in case of Securities issued by a branch located outside the EEA the following applies: or [the country where such branch is located] [in case of Securities guaranteed by Deutsche Bank AG, New York Branch the following applies: or the United States]** opens insolvency proceedings against the Issuer [or the Guarantor].

The right to declare Securities due shall terminate if the situation giving rise to it has been cured before the right is exercised.

- (2) *Quorum.* In the events specified in paragraph (1)(b), any notice declaring Securities due shall, unless at the time such notice is received any of the events specified in paragraph (1)(a), (c) or (d) entitling Securityholders to declare their Securities due has occurred, become effective only when the Fiscal Agent has received such notices from the Securityholders of at least one-tenth in principal amount of Securities then outstanding.

- (3) *Form of Notice.* Any notice, including any notice declaring Securities due, in accordance with paragraph (1) shall be made by means of a written declaration delivered by hand or registered mail to the Fiscal Agent.

**§ [10]
SUBSTITUTION OF THE ISSUER OR
BRANCH**

- (1) *Substitution.* The Issuer (or any previously substituted company) may, without the consent of the Securityholders, if no payment of principal or of interest on any of the Securities is in default, at any time substitute for the Issuer any other company as principal debtor in respect of all obligations arising from or in connection with the Securities (the “**Substitute Debtor**”) provided that:
- (a) the Substitute Debtor assumes all payment obligations arising from or in connection with the Securities;
 - (b) the Substitute Debtor has obtained all necessary authorisations and may transfer to the Fiscal Agent. in the currency required hereunder all amounts required for the fulfilment of the payment or delivery obligations arising under the Securities; and
 - (c) the Issuer irrevocably and unconditionally guarantees [**in case of subordinated Securities the following applies:** on a subordinated basis] in favour of each Securityholder the payment of all sums payable by the Substitute Debtor in respect of the Securities]; and
- [In case of Subordinated Securities the following applies:**
- (d) such substitution is effected in a manner as prescribed by applicable law and regulations and the competent supervisory authority has raised no objection to such substitution].

The Issuer shall have the right upon giving notice to the Securityholders in accordance with § [12] to change the branch through which it is acting for the purpose of the Securities, the date of such change to be specified in such notice provided that no change can take place prior to the giving of such notice.

- (2) *Notice.* Notice of any such substitution shall be published in accordance with § [12].
- (3) *Change of References.* In the event of any such substitution, any reference in these Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and 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 Substitute Debtor. [Furthermore, in the event of such substitution, the following shall apply:

IN CASE OF

- [(a) [in § [7] an alternative reference to the payment obligations of the

SECURITIES WHICH CONTAIN A GROSS-UP PROVISION THE FOLLOWING APPLIES:

guarantor under the guarantee pursuant to paragraph (1) of this § [10] to [Germany] [the United Kingdom] [Italy] [Portugal] [Spain] [Australia] **[country in which any other issuing branch is located]** shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor[; and]

IN CASE OF UN-SUBORDINATED SECURITIES THE FOLLOWING APPLIES:

[(b)] in § [9](1)(c) and (d) an alternative reference to the Issuer in respect of its obligations as guarantor under the guarantee pursuant to paragraph (1) of this § [10] shall be deemed to have been included in addition to the reference to the Substitute Debtor.

§ [11] FURTHER ISSUES AND PURCHASES

- (1) *Further Issues.* The Issuer may from time to time, without the consent of the Securityholders [,] [or] [the Couponholders] [or] [the Receiptholders], issue further securities having the same terms as the Securities or the same terms in all respects save for the issue date, the amount and the date of the first payment of interest thereon, the date from which interest starts to accrue and/or issue price so as to form a single Series with the outstanding Securities.
- (2) *Purchases and Cancellation.* **[In case of Subordinated Securities the following applies:** Subject to § 2 and only if, when and to the extent that the purchase is not prohibited by applicable capital regulations, the] [The] Issuer may at any time purchase Securities in the open market or otherwise and at any price. Securities purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.

§ [12] NOTICES

IF PUBLICATION IS SPECIFIED AS APPLICABLE THE FOLLOWING APPLIES:

- [(1)] *Publication.* [Subject as provided in [in case of Unsubordinated Securities the following applies: § [9](3)] [and] [paragraph (2) below], all] [All] notices concerning the Securities shall be published in the German Federal Gazette (*Bundesanzeiger*) [in case of English Securities the following applies: and in a leading English language daily newspaper of general circulation in London expected to be the [Financial Times in London] [other applicable newspaper]. Any notice so given will be deemed to have been validly given on [the date of] [●] such publication (or, if published more than once, on [the date of] [●] the first such publication).

[In case of Securities admitted to trading on the regulated market of, or listed on the Official List of, the Luxembourg Stock Exchange the following applies: If and for so long as the Securities are admitted to trading on the regulated market, or listed on the Official List, of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, all notices concerning the Securities shall also be published in electronic form on the website of the Luxembourg Stock

Exchange (www.bourse.lu).]

[In case of a listing on the SIX Swiss Exchange the following applies: All notices concerning the Securities shall also be published in electronic form on the website of the SIX Swiss Exchange (www.six-swiss-exchange.com).]

IN CASE OF NOTIFICATION TO CLEARING SYSTEM THE FOLLOWING APPLIES:

[(2)] *Notification to Clearing System.* **[in case of Securities which may be exchanged for Definitive Securities the following applies:** Until such time as Definitive Securities are issued and so long as the Global Security representing the Securities is held in its entirety [on behalf of] [by] the relevant Clearing System, the][The] Issuer may deliver all notices concerning the Securities to the Clearing System for communication by the Clearing System to the Securityholders.] [Such notification to the Clearing System will substitute the publication pursuant to paragraph (1) above **[in case of Securities which are admitted to trading on the regulated market, or listed on a stock exchange the following applies:** provided that so long as any security is admitted to trading on the regulated market of or listed on the **[name of relevant stock exchanges]**, the requirement or the rules of such stock exchange[s] with respect to notices shall apply. However, if the rules of the **[name of relevant stock exchanges]** so permit, the Issuer may deliver the relevant notice [(e.g. notices regarding the rate of interest)] to the Clearing System for communication by the Clearing System to the Securityholder, in lieu of any other publication otherwise required by such rules.] Any such notice shall be deemed to have been given to the holders of the Securities on [the day on which] [the [seventh] [●] [London] [Frankfurt] [TARGET2] **[other relevant location]** Business Day after] [●] the said notice was given to the relevant Clearing System.]

IN CASE OF NOTIFICATION BY SECURITY-HOLDERS THROUGH THE CLEARING SYSTEM(S) THE FOLLOWING APPLIES:

[(3)] *Notification by Securityholders.* Notice to be given by any Securityholders shall be given to the Fiscal Agent **[in case of Securities which are admitted to trading on or listed on the Official List of, the Luxembourg Stock Exchange the following applies:** or the Paying Agent in Luxembourg] through the Clearing System in such manner as the Fiscal Agent and/or the Clearing System, as the case may be, may approve for this purpose. **[In case of Securities which are exchangeable for Definitive Securities the following applies:** In case of any Security in definitive form, notices to be given by any Securityholder shall be in writing and given by lodging the same, together with the relative Security or Securities, with the Fiscal Agent **[in case of Securities admitted to trading on, or listed on the Official List of, the Luxembourg Stock Exchange the following applies:** or the Paying Agent in Luxembourg].

IN CASE OF NOTIFICATION BY SECURITY-HOLDERS THROUGH WRITTEN NOTICE TO ISSUER THE FOLLOWING APPLIES:

[(3)] *Notification by Securityholders.* Notices to be given by any Securityholder to the Issuer regarding the Securities will be validly given if delivered in writing to the Issuer [[by hand or] registered mail] **[other manner for giving notice for the Issuer]**. Any such notice shall be deemed to have been given on the day when delivered or if delivered on a day that is not a Notice Delivery Business Day or after 5:00 p.m. in the Notice Delivery Business Day Centre on a Notice Delivery Business Day, will be deemed effective on the next following Notice Delivery Business Day. The Securityholder must provide satisfactory evidence to the Issuer of its holding of Securities which, in case of Securities represented by a Global Security, is expected to be in the form of certification from the relevant

Clearing System [in case of German law governed Securities the following applies: or the custodian with whom such Securityholder maintains a securities account in respect of the Securities].

For the purposes hereof:

“Notice Delivery Business Day” means any day (other than Saturday or Sunday) on which banks and foreign exchange markets are generally open to settle payments in [Notice Delivery Business Day Centre] (the “Notice Delivery Business Day Centre”).

§ [13]

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

IN CASE OF
ENGLISH
SECURITIES THE
FOLLOWING
APPLIES:

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Security, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

§ [14]

MEETINGS OF SECURITYHOLDERS

IN CASE OF
ENGLISH
SECURITIES THE
FOLLOWING
APPLIES:

The Agency Agreement contains provisions for convening meetings of the Securityholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Securities[, the Coupons] [, the Receipts] or any of the provisions of the Agency Agreement. Such a meeting may be convened by the Issuer or upon the request in writing of Securityholders holding not less than ten per cent. in principal amount of the Securities for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is two or more persons holding or representing not less than 50 per cent. in principal amount of the Securities for the time being outstanding, or at any adjourned meeting two or more persons being or representing Securityholders whatever the principal amount of the Securities so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Securities, the Coupons or the Receipts (including modifying the date of maturity of the Securities or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Securities or altering the currency of payment of the Securities [or] [, the Receipts] [or the Coupons]), the quorum shall be two or more persons holding or representing not less than three-quarters [in principal amount] [of the number] of the Securities for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one quarter in principal amount of the Securities for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Securityholders shall be binding on all the Securityholders, whether or not they are present at the meeting [, and on all] [Receiptholders] [and] [Couponholders].

The Fiscal Agent and the Issuer may agree, without the consent of the Securityholders [, Receiptholders] [or] [Couponholders,] to:

- (a) any modification (except as mentioned above) of the Securities[, the Coupons][, the Receipts] or the Agency Agreement which is not prejudicial to the interests of the Securityholders; or

- (b) any modification of the Securities[, the Coupons][, the Receipts] or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or proven error or to comply with mandatory provisions of the law.

Any such modification shall be binding on the Securityholders, [the Receiptholders] [and] [the Couponholders] and any such modification shall be notified to the Securityholders in accordance with § [12] as soon as practicable thereafter.

**IN CASE OF
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:**

- (1) *Matters subject to resolutions.* The Securityholders may **[in case of Subordinated Securities the following applies:** , subject to compliance with the requirements of applicable law and regulations for the recognition of the Securities as Tier 2 capital (*Ergänzungskapital*),] agree in accordance with the German Bond Act (*Schuldverschreibungsgesetz*) by majority resolution to amend the Conditions, to appoint a joint representative of all Securityholders and on all other matters permitted by law **[in case certain matters shall not be subject to resolutions of Securityholders the following applies:**, provided that the following matters shall not be subject to resolutions of Securityholders: [●].

- (2) *Majority requirements for amendments to the Conditions.* Resolutions relating to material amendments to the Conditions, in particular consents to the measures set out in § 5(3) of the German Bond Act, shall be passed by a majority of not less than [75] [●] per cent. of the votes cast (Qualified Majority). Resolutions relating to amendments to the Conditions which are not material, require a simple majority of not less than [50] [●] per cent. of the votes cast. Each Securityholder participating in any vote shall cast votes in accordance with the principal amount or the notional share of its entitlement to the outstanding Securities.

[In case certain matters require a higher majority the following applies: Resolutions on the following matters shall require the majority of not less than [●] per cent. of the votes cast: [●].]

- (3) *Passing of resolutions.* Securityholders shall pass resolutions by vote taken without a physical meeting (*Abstimmung ohne Versammlung*) in accordance with § 18 of the German Bond Act.

- (4) *Proof of eligibility.* Securityholders must demonstrate their eligibility to participate in the vote at the time of voting by means of a special confirmation of the Custodian in accordance with § [15](3)(i) of these Conditions and by submission of a blocking instruction by the Custodian for the benefit of the Fiscal Agent as depository (*Hinterlegungsstelle*) for the voting period.

[In case no Joint Representative is specified in the Conditions but the Securityholders may appoint a Joint Representative by resolution the following applies:

- (5) *Joint Representative.* [The Securityholders may by majority resolution provide for the appointment or dismissal of a joint representative (the “**Joint Representative**”), the duties and responsibilities and the powers of such Joint Representative, the transfer of the rights of the Securityholders to the Joint Representative and a limitation of liability of the Joint Representative. Appointment of a Joint Representative may only be passed by a Qualified Majority (see paragraph (2) above) if such Joint Representative is to be

authorised to consent to a material change in the substance of the Conditions.] [●]

[In case the Joint Representative is appointed in the Conditions the following applies:

- (5) *Joint Representative.* The joint representative (the “**Joint Representative**”) to exercise the Securityholders’ rights on behalf of each Securityholder shall be: [●]. The Joint Representative may be removed from office at any time by the Securityholders without specifying any reason.

The Joint Representative shall be authorised, at its discretion, in respect of the matters determined by it [to convene a meeting of Securityholders] [to call for a vote of Securityholders without a meeting] and to preside the [meeting] [the taking of votes]. **[further duties and powers of the Joint Representative: ●]**

The Joint Representative shall comply with the instructions of the Securityholders. To the extent that the Joint Representative has been authorised to assert certain rights of the Securityholders, the Securityholders shall not be entitled to assert such rights themselves, unless explicitly provided so by majority resolution. The Joint Representative shall provide reports to the Securityholders with respect to its activities.

The Joint Representative shall be liable for the proper performance of its duties towards the Securityholders who shall be joint and several creditors (*Gesamtgläubiger*); in the performance of its duties it shall act with the diligence and care of a prudent business manager. The liability of the Joint Representative shall be limited to ten times the amount of its annual remuneration, unless the Joint Representative has acted wilfully or with gross negligence. The liability of the Joint Representative may be further limited by a resolution passed by the Securityholders. The Securityholders shall decide upon the assertion of claims for compensation of the Securityholders against the Joint Representative.]

§ [15]

GOVERNING LAW AND PLACE OF JURISDICTION

**IN CASE OF
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:**

- (1) *Governing Law.* The Securities, as to form and content, and all rights and obligations of the Securityholders and the Issuer, shall be governed by German law.
- (2) *Place of Jurisdiction.* The place of jurisdiction for any action or other legal proceedings (“**Proceedings**”) shall be Frankfurt am Main.
- (3) *Enforcement.* Any Securityholder may in any Proceedings against the Issuer, or to which such Securityholder and the Issuer are parties, protect and enforce in its own name its rights arising under such Securities on the basis of
- (i) a statement issued by the Custodian with whom such Securityholder maintains a securities account in respect of the Securities
 - (a) stating the full name and address of the Securityholder,

- (b) specifying the aggregate principal amount of Securities credited to such securities account on the date of such statement, and
 - (c) confirming that the Custodian has given written notice to the relevant Clearing System of the intention of the Securityholder to enforce claims directly which (A) contains the information pursuant to (a) and (b), (B) has been acknowledged by the Clearing System, and (C) has been returned by the Clearing System to the Custodian, and
- (ii) a copy of the Security in global form representing the Securities certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the Security in global form representing the Securities.

For purposes of the foregoing, “**Custodian**” means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Securityholder maintains a securities account in respect of the Securities and includes the Clearing System. Each Noteholder may, without prejudice to the foregoing, protect and enforce its rights under these Securities also in any other way which is admitted in the country of the Proceedings.

**IN CASE OF
ENGLISH
SECURITIES THE
FOLLOWING
APPLIES:**

- (1) *Governing law.* The Deed of Covenant, the Securities[,] [and] [the Coupons] [and the Receipts] and any non-contractual obligations arising out of or in connection therewith are governed by, and shall be construed in accordance with, English law.
- (2) *Submission to jurisdiction.*
- (i) Subject to § [15](2)(iii) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Securities [and] [,] [the Coupons] [and] [the Receipts], including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection therewith (a “**Dispute**”) and accordingly each of the Issuer and any Securityholders [,][or][Receipholders][or Couponholders] in relation to any Dispute submits to the exclusive jurisdiction of the English courts.
 - (ii) For the purposes of this § [15](2), the Issuer waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
 - (iii) To the extent allowed by law, the Securityholders [,][and][the Receipholders][and the Couponholders] may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction, and (ii) concurrent proceedings in any number of jurisdictions.
- (3) *Other documents.* The Issuer has in the Deed of Covenant submitted to the jurisdiction of the English courts in terms substantially similar to those set

out above.

**§ [16]
LANGUAGE**

**IF THE
CONDITIONS ARE
TO BE IN THE
GERMAN
LANGUAGE WITH
AN ENGLISH
LANGUAGE
TRANSLATION
THE FOLLOWING
APPLIES¹⁷:**

These Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.

**IF THE
CONDITIONS ARE
TO BE IN THE
ENGLISH
LANGUAGE WITH
A GERMAN
LANGUAGE
TRANSLATION
THE FOLLOWING
APPLIES¹⁸:**

These Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.

**IF THE
CONDITIONS ARE
TO BE IN THE
ENGLISH
LANGUAGE ONLY
THE FOLLOWING
APPLIES:**

These Conditions are written in the English language only.

¹⁷ Applicable in case of German Securities unless otherwise specified in the applicable Final Terms or Pricing Supplement.

¹⁸ Applicable in case of English Securities unless otherwise specified in the applicable Final Terms or Pricing Supplement.

Terms and Conditions for Fixed Rate or Zero Coupon Pfandbriefe (Option III)

This Series of Pfandbriefe is issued pursuant to an Agency Agreement containing the Terms and Conditions (the “**Conditions**”) of the Pfandbriefe dated 26 June 2014 (as such agreement may be amended and/or supplemented and/or restated from time to time, the “**Agency Agreement**”) between, inter alia, Deutsche Bank Aktiengesellschaft (“**Deutsche Bank**” or the “**Issuer**”) and [Deutsche Bank Aktiengesellschaft] [Deutsche Bank Aktiengesellschaft acting through its London branch] as fiscal agent (the “**Fiscal Agent**”, which expression shall include any successor fiscal agent thereunder) and the other parties named therein.

IF THE TERMS AND CONDITIONS SET OUT IN THIS OPTION III ARE NOT REPLICATED AND COMPLETED IN THE FINAL TERMS THE FOLLOWING APPLIES:

Each Tranche of Pfandbriefe which do not qualify as Exempt Securities (as defined below) will be the subject of final terms (each a “**Final Terms**”) and each Tranche of Pfandbriefe which qualify as Exempt Securities will be the subject of a pricing supplement (each a “**Pricing Supplement**”) unless specified otherwise. Any reference in these Conditions to “**Final Terms**” shall be deemed to include a reference to “**Pricing Supplement**” where relevant. The provisions of the following Conditions apply to the Pfandbriefe as completed by the provisions of Part I of the applicable Final Terms or, if the Pfandbriefe are neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive (an “**Exempt Security**”), as may be supplemented, replaced or modified by the applicable Pricing Supplement for the purposes of the Securities. The expression “**Prospectus Directive**” means Directive 2003/71/EC and amendments thereto, including the 2010 PD Amending Directive to the extent implemented in the relevant Member State of the European Economic Area and includes any relevant implementing measure in the relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU. The blanks in the provisions of Part I of these Conditions which are applicable to the Pfandbriefe shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in such provisions; alternative or optional provisions of these Conditions as to which the corresponding provisions of the Final Terms are not completed or are deleted shall be deemed to be deleted from these Conditions; and all provisions of these Conditions which are inapplicable to the Pfandbriefe (including instructions, explanatory notes and text set out in square brackets) shall be deemed to be deleted from these Conditions, as required to give effect to the terms of the Final Terms, provided that any reference in the Final Terms to “**Securities**” shall be deemed to include a reference to “**Pfandbriefe**” where relevant and any reference to “**Securityholder**” shall be deemed to include a reference to “**Pfandbriefholder**” where relevant.

§ 1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

- (1) *Currency and Denomination.* This Series of mortgage Pfandbriefe (*Hypothekenspfandbriefe*) (the “**Pfandbriefe**” or the “**Securities**”) of the Issuer is being issued in [**Specified Currency**]¹⁹ (the “**Specified Currency**”) in the aggregate principal amount of [up to] [**aggregate**

¹⁹ Jumbo Pfandbriefe are denominated in Euro.

principal amount]²⁰ (in words: **[aggregate principal amount in words]**) in **[a]** denomination[s] of **[Specified Denomination[s]]** (the **“Specified Denomination[s]”**).

**IN CASE OF
PFANDBRIEFE
WHICH ARE ON
ISSUE
REPRESENTED
BY A
PERMANENT
GLOBAL
SECURITY THE
FOLLOWING
APPLIES:**

- (2) *Form and Global Security.* The Pfandbriefe are being issued in bearer form and represented by a permanent global Security (the **“Global Security”**) without interest coupons. The Global Security shall be manually signed by two authorised signatories of the Issuer and the independent trustee appointed by the German Federal Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) [,] [and] shall be authenticated with a control signature **[in case of Global Securities in NGN form the following applies:** and shall be manually signed on behalf of and by power of attorney of the Issuer by the common safekeeper (the **“Common Safekeeper”**)]. Definitive Pfandbriefe and interest coupons will not be issued.

**IN CASE THE
PFANDBRIEFE
ARE INITIALLY
REPRESENTED
BY A
TEMPORARY
GLOBAL
SECURITY THE
FOLLOWING
APPLIES:**

- (2) *Form and Global Security.*
- (a) The Pfandbriefe are being issued in bearer form and initially represented by a temporary global Security (the **“Temporary Global Security”**) without coupons. The Temporary Global Security will be exchangeable for a permanent global Security (the **“Permanent Global Security”**, together with the Temporary Global Security each a **“Global Security”**) without interest coupons. The Temporary Global Security and the Permanent Global Security shall be manually signed by two authorised signatories of the Issuer and the independent trustee appointed by the German Federal Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) [,] [and] shall each be authenticated with a control signature **[in case of Global Securities in NGN form the following applies:** and shall be manually signed on behalf of and by power of attorney of the Issuer by the common safekeeper (the **“Common Safekeeper”**)]. Definitive Pfandbriefe and interest coupons will not be issued.
- (b) The Temporary Global Security shall be exchanged for the Permanent Global Security on a date (the **“Exchange Date”**) not later than 180 days after the date of issue of the Temporary Global Security. The Exchange Date for such exchange will not be earlier than 40 days after the date of issue of the Temporary Global Security. Such exchange shall only be made to the extent that certifications have been delivered to the effect that the beneficial owner or owners of the Pfandbriefe represented by the Temporary Global Security is not a U. S. person or are not U. S. persons (other than certain financial institutions or certain persons holding Pfandbriefe through such financial institutions). **[In case the Pfandbriefe other than Zero Coupon Pfandbriefe the following applies:** Payment of interest on Pfandbriefe represented by a Temporary Global Security will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest.] Any such certification received on or after the 40th day after the date of issue of the Temporary Global Security will be treated as a request to exchange such

²⁰ The minimum issue size of a Jumbo Pfandbrief is €1 billion. The volume of the initial issue must be at least €750 million. The issuer is obligated to increase the outstanding total volume of the issue to at least €1 billion within 180 calendar days after the initial offering.

Temporary Global Security pursuant to this sub-paragraph (b) of paragraph (2). Any securities delivered in exchange for the Temporary Global Security shall be delivered only outside of the United States (as defined in § 4(3)).

- (3) *Clearing System.* The Permanent Global Security will be [held by a common depository] [kept in custody] by or on behalf of a Clearing System until [, in case of the Permanent Global Security,] all obligations of the Issuer under the Pfandbriefe have been satisfied. “**Clearing System**” means [if more than one **Clearing System**: each of] the following: [Clearstream Banking AG, Neue Börsenstraße 8, 60487 Frankfurt am Main, Germany (“**CBF**”)]²¹ [,] [and] [Clearstream Banking, *société anonyme*, 42 Avenue JF Kennedy, 1855 Luxembourg, Luxembourg (“**CBL**”)] [,] [and] [Euroclear Bank S. A./N.V., Boulevard du Roi Albert II, 1210 Brussels, Belgium (“**Euroclear**”)] [and] [specify other **Clearing System**] and any successor in such capacity.

**IN CASE OF
PFANDBRIEFE
KEPT IN
CUSTODY ON
BEHALF OF THE
ICSDS THE
FOLLOWING
APPLIES:**

[In case of Global Securities in NGN form the following applies: The Pfandbriefe are issued in new global note (“**NGN**”) form and are kept in custody by a Common Safekeeper on behalf of both Euroclear and CBL (each an “**ICSD**” and together the “**ICSDs**”).]

[In case of Global Securities in CGN form the following applies: The Pfandbriefe are issued in classic global note (“**CGN**”) form and are kept in custody by a common depository on behalf of both Euroclear and CBL (each an “**ICSD**” and together the “**ICSDs**”).]

- (4) *Pfandbriefholder.* “**Pfandbriefholder**” means, in respect of Pfandbriefe deposited with any Clearing System or other central Pfandbriefe depository, any holder of a proportionate co-ownership or other beneficial interest or another comparable right in the Pfandbriefe so deposited.

**IN CASE OF
GLOBAL
SECURITIES IN
NGN FORM THE
FOLLOWING
APPLIES:**

- (5) *Records of the ICSDs.* The principal amount of Pfandbriefe represented by the Global Security shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer’s interest in the Pfandbriefe) shall be conclusive evidence of the principal amount of Pfandbriefe represented by the Global Security and, for these purposes, a statement (which statement shall be made available to the bearer upon request) issued by an ICSD stating the principal amount of Pfandbriefe so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Pfandbriefe represented by such Global Security the Issuer shall procure that details of any redemption, payment, or purchase and cancellation (as the case may be) in respect of the Global Security shall be entered pro rata in the records of the ICSDs and, upon any such entry being made, the principal amount of the Pfandbriefe recorded in the records of the ICSDs and represented by the Global Security shall be reduced by the aggregate principal amount of the Pfandbriefe so redeemed or purchased and cancelled or by the

²¹ As a general rule, all issues of Pfandbriefe to be listed on the Frankfurt Stock Exchange will usually have to be accepted for clearing through CBF.

aggregate amount of such instalment so paid.

§ 2 STATUS

The obligations under the Pfandbriefe constitute unsubordinated obligations of the Issuer ranking *pari passu* among themselves. The Pfandbriefe are covered in accordance with the German Pfandbrief Act (*Pfandbriefgesetz*) and rank at least *pari passu* with all other obligations of the Issuer under Mortgage Pfandbriefe.

§ 3 INTEREST

(1) *Rate of Interest and Interest Periods.*

- (a) Each Pfandbrief bears interest on its outstanding principal amount from (and including) the **[Interest Commencement Date]** (the **“Interest Commencement Date”**) at **[the rate per annum equal to the Rate(s) of Interest with a description of the relevant rate applying to each Interest Period]** ([the] [each a] **“Rate of Interest”**). Interest will accrue in respect of each Interest Period.
- (b) **“Interest Period”** means the period from (and including) the Interest Commencement Date to (but excluding) the first **[if interest period(s) end on Interest Payment Date(s): Interest Payment Date and thereafter from (and including) each Interest Payment Date to (but excluding) the next following Interest Payment Date]** **[if interest period(s) end on Interest Period End Date(s) the following applies: Interest Period End Date and thereafter from (and including) each Interest Period End Date to (but excluding) the next following Interest Period End Date (each such latter date the “Interest Period End Final Date” for the relevant Interest Period).]**

[“Interest Period End Date” means **[Interest Period End Dates]**.

[if Interest Periods are adjusted the following applies: If there is no numerically corresponding day on the calendar month in which an **[Interest Payment Date]** **[Interest Period End Date]** should occur or if any **[Interest Payment Date]** **[Interest Period End Date]** would otherwise fall on a day which is not a Business Day, then, **[in case of the Following Business Day Convention the following applies:** such **[Interest Period End Date]** **[Interest Payment Date]** shall be postponed to the next day which is a Business Day] **[in case of the Modified Following Business Day Convention the following applies:** such **[Interest Payment Date]** **[Interest Period End Date]** shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such **[Interest Payment Date]** **[Interest Period End Date]** shall be brought forward to the immediately preceding Business Day] **[in case of the Preceding Business Day Convention the following applies:** such **[Interest Payment Date]** **[Interest Period End Date]** shall be brought forward to the immediately preceding Business Day.]]

- (c) **“Business Day”** means a day (other than Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in **[all relevant financial centres] [if the Specified Currency is Euro the following applies:** and the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open].
- (2) *Interest Payment Dates.* Interest will be payable in arrear on **[[the Interest Payment Date(s)]** in each year up to (and including) the Maturity Date (as defined in § 5(1)) **[the [●] Business Day following each Interest Period End Date] [Interest Payment Date(s)]** (each such date, an **“Interest Payment Date”**). **[The following applies where an Interest Payment Date falls after the Interest Period End Final Date in respect of an Interest Period:** No additional interest or other amount shall be payable as a result of the interest in respect of an Interest Period being payable after the Interest Period End Final Date for such period.]
- (3) *Accrual of Interest.* Each Pfandbrief shall cease to bear interest from the expiry of the day preceding the day on which it is due for redemption, unless is improperly withheld or refused. If the Issuer shall fail to redeem each Pfandbrief when due, interest shall continue to accrue on the outstanding principal amount of such Pfandbrief from (and including) the due date for redemption until (but excluding) the expiry of the day preceding the day of the actual redemption of the Pfandbriefe at the default rate of interest established by law²².
- (4) *Interest Amount.* **[The following applies if Interest Periods are unadjusted:** The amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on (but excluding) **[such Interest Payment Date] [the Interest Period End Final Date in respect of such Interest Period]**, will amount to **[Fixed Coupon Amount]** (the **“Fixed Coupon Amount”**) **[if there are any Broken Amounts the following applies:** provided that the amount of interest payable on **[[Interest Payment Date for initial broken interest amount]** will amount to **[initial broken interest amount]** **[and the interest amount payable on] [Interest Payment Date for final broken interest amount]** will amount to **[final broken interest amount]** per Pfandbrief in a denomination of **[Specified Denomination]**. If Interest is required to be calculated for a period shorter than an Interest Period, the amount of interest payable on the Pfandbriefe in respect of **[if the Clearing System is Euroclear and/or CBL, unless specified otherwise in the Final Terms: each Specified Denomination] [if the Clearing System is CBF, unless specified otherwise in the Final Terms the following applies:** the aggregate outstanding principal amount] for such period shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to **[if the Clearing System is Euroclear and/or CBL, unless specified otherwise in the Final Terms the following applies:** the Specified Denomination] **[if the Clearing System is CBF, unless specified otherwise in the Final Terms the following applies:** the aggregate outstanding principal amount] and rounding the resultant figure to the nearest **[sub-unit][in case of Japanese Yen: unit]** of the Specified Currency, with 0.5 of a **[sub-unit][unit]** being rounded upwards or otherwise in accordance with applicable market

²² The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 German Civil Code (*Bürgerliches Gesetzbuch*) and does not preclude claims for damages if these are higher.

convention.]

[The following applies if Interest Periods are adjusted: The amount of interest payable on the Pfandbriefe in respect of **[if the Clearing System is Euroclear and/or CBL, unless specified otherwise in the Final Terms the following applies:** each Specified Denomination] **[if the Clearing System is CBF, unless specified otherwise in the Final Terms the following applies:** the aggregate outstanding principal amount] for the relevant Interest Period shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to **[if the Clearing System is Euroclear and/or CBL, unless specified otherwise in the Final Terms the following applies:** the Specified Denomination] **[if the Clearing System is CBF, unless specified otherwise in the Final Terms the following applies:** the aggregate outstanding principal amount] and rounding the resultant figure to the nearest [sub-unit][in case of Japanese Yen: unit] of the Specified Currency, with 0.5 of a [sub-unit][unit] being rounded upwards or otherwise in accordance with applicable market convention.]

[(5)] *Day Count Fraction.* “**Day Count Fraction**” means, in respect of an Interest Period,

**IN CASE OF
ACTUAL/ACTUAL
(ICMA RULE 251)
THE FOLLOWING
APPLIES:**

[In case of annual interest payments and short form version the following applies: the actual number of days in the Accrual Period divided by the actual number of days in the respective interest year.]

[In case of multiple interest payments and short form version the following applies: the actual number of days in the Accrual Period divided by the product of the number of days in the Determination Period and the number of Determination Period Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year.] **[In case of first/last short or long Interest Periods insert appropriate Actual/Actual (ICMA Rule 251) calculation method]**

“**Accrual Period**” means the period from (and including) the most recent [Interest Payment Date] [Interest Period End Date] (or, if none, the Interest Commencement Date) to (but excluding) the relevant [Interest Payment Date] [Interest Period End Date].

“**Determination Period**” means the period from (and including) [Determination Period Dates] to (but excluding) **[the next Determination Period Date (including, where either the Interest Commencement Date or the Interest Payment Date/Interest Period End Date is not a Determination Period Date, the period commencing on the first Determination Period Date prior to, and ending on the first Determination Period Date falling after, such date)].**

**IN CASE OF
ACTUAL/365
(FIXED) THE
FOLLOWING
APPLIES:**

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

**IN CASE OF
ACTUAL/365**

the actual number of days in the Interest Period divided by 365 or, in case of an [Interest Payment Date] [Interest Period End Date] falling in a leap

(STERLING) THE FOLLOWING APPLIES:

year, 366.

IN CASE OF ACTUAL/360 THE FOLLOWING APPLIES:

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

IN CASE OF 30/360, 360/360 OR BOND BASIS THE FOLLOWING APPLIES:

the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

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 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 CASE OF 30E/360 OR EUROBOND BASIS THE FOLLOWING APPLIES:

the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

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, in which case **D₂** will be 30.

**IN CASE OF
ACTUAL/ACTUAL
OR
ACTUAL/ACTUAL
(ISDA) THE
FOLLOWING
APPLIES:**

the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365).

**IN CASE OF
30E/360 (ISDA)
THE FOLLOWING
APPLIES:**

the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

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 of 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 of 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 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 Maturity Date or (ii) such number would be 31, in which case **D₂** will be 30.

**IN CASE OF ZERO
COUPON**

(1)

No Periodic Payments of Interest. There will not be any periodic payments of interest on the Pfandbriefe.

**PFANDBRIEFE
THE FOLLOWING
APPLIES:²³**

- (2) *Late Payment on Pfandbriefe.* If the Issuer shall fail to redeem the Pfandbriefe when due interest shall accrue on the outstanding principal amount of the Pfandbriefe as from (and including) the due date for redemption to (but excluding) expiry of the day preceding the day of the actual redemption of the Pfandbriefe at the default rate of interest established by law.²⁴

**§ 4
PAYMENTS**

- (1) (a) *Payment of Principal.* Payment of principal in respect of the Pfandbriefe shall be made, subject to paragraph (2), to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System upon presentation and (except in case of partial payment) surrender of the Global Security representing the Pfandbriefe at the time of payment at the specified office of the Fiscal Agent outside the United States.
- (b) *Payment of Interest.* Payment of **[in case of Zero Coupon the following applies:** accrued interest pursuant to § 3(2)] **[interest]** on Pfandbriefe shall be made, subject to paragraph (2), to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.

**IN CASE OF
INTEREST
PAYABLE ON A
TEMPORARY
GLOBAL
SECURITY THE
FOLLOWING
APPLIES:**

- Payment of **[in case of Zero Coupon the following applies:** accrued interest pursuant to § 3(2)] **[interest]** on Pfandbriefe represented by the Temporary Global Security shall be made, subject to paragraph (2), to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System, upon due certification as provided in § 1(2)(b).]
- (2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Pfandbriefe shall be made in **[Specified Currency]**
- (3) *United States.* For purposes of **[in case of TEFRA D Pfandbriefe where Pfandbriefe denominated or otherwise payable U.S. dollars the following applies:** § 1(2) and] this § 4 **[and § [6(2)]]**, “United States” means the United States of America (including the States thereof and the District of Columbia), its territories and its possessions (including Puerto Rico, the U. S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).
- (4) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System in respect of the amount so paid.

²³ Not applicable in case of Jumbo Pfandbriefe.

²⁴ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 German Civil Code (*Bürgerliches Gesetzbuch*) and does not preclude claims for damages if these are higher.

**IN CASE OF
BEARER
PFANDBRIEFE
FOR WHICH
PRINCIPAL
AND/OR
INTEREST IS
PAYABLE IN U.S.
DOLLARS THE
FOLLOWING
APPLIES.²⁵**

Notwithstanding the foregoing provisions of this § 4, if any amount of principal and/or interest in respect of the Pfandbriefe is payable in U. S. dollars, such U. S. dollar payments of principal and/or interest in respect of the Pfandbriefe will be made at the specified office of a Paying Agent in the United States if:

- (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U. S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Pfandbriefe in the manner provided above when due;
 - (ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U. S. dollars; and
 - (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.
- (5) *Payment Business Day.* If the date for payment of any amount in respect of any Pfandbrief is not a Payment Business Day then the Pfandbriefholder shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, “**Payment Business Day**” means any day (other than a Saturday or a Sunday) on which the Clearing System [**In case the Specified Currency is Euro, the following applies:** [and] [.]the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System [is] [are] open and settle payments [**if the Specified Currency is not Euro or, in case the specified Currency is Euro the opening of general business in one or more financial centres is relevant, the following applies:** and commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in [**all Relevant Financial Centres**]].

- (6) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main principal or interest not claimed by Pfandbriefholders within twelve months after the relevant due date, even though such Pfandbriefholders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Pfandbriefholders against the Issuer shall cease.

§ 5 REDEMPTION

- (1) *Redemption at Maturity.* Each principal amount of Pfandbriefe equal to the Specified Denomination shall be redeemed [at the Redemption Amount (as defined in paragraph (2))] on [**in case of a specified Maturity Date:**

²⁵ Not applicable in case of Jumbo Pfandbriefe.

[Maturity Date]] [in case of a Redemption Month the following applies: the Interest Payment Date falling in **[Redemption Month]]** (the “**Maturity Date**”).

IF THE PFANDBRIEFE REDEEM AT PAR THE FOLLOWING APPLIES:

(2) *Redemption Amount.*

The “**Redemption Amount**” in respect of each principal amount of Pfandbriefe shall be **[equal to the Specified Denomination] [in case of Zero Coupon Pfandbriefe which are redeemed above par the following applies: [●]].**

IF THE PFANDBRIEFE REDEEM AT AN AMOUNT OTHER THAN PAR THE FOLLOWING APPLIES.²⁶

The “**Redemption Amount**” in respect of each principal amount of Pfandbriefe equal to the Specified Denomination shall be **[calculated as follows:] [●].**

IF PFANDBRIEFE ARE SUBJECT TO EARLY REDEMPTION AT THE OPTION OF THE ISSUER (ISSUER CALL) THE FOLLOWING APPLIES.²⁷

[(3)] *Early Redemption at the Option of the Issuer.*

(a) The Issuer may, upon notice given in accordance with subparagraph (b), redeem all or some only of the Pfandbriefe then outstanding on the Call Redemption Date[s] at the Call Redemption Amount[s] set forth below together with accrued interest, if any, to (but excluding) the relevant Call Redemption Date. **[if Minimum Redemption Amount or Higher Redemption Amount applies the following applies:** Any such redemption must be equal to **[at least [Minimum Redemption Amount] [Higher Redemption Amount].]**

Call Redemption Date[s]	Call Redemption Amount[s]
[Call Redemption Date[s]]	[Call Redemption Amount[s]]
[_____]	[_____]
[_____]	[_____]

(b) Notice of redemption shall be given by the Issuer to the Pfandbriefholders in accordance with § 10. Such notice shall specify:

- (i) name and securities identification number of the Securities;
- (ii) whether the Pfandbriefe are to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Pfandbriefe which are to be redeemed;
- (iii) the Call Redemption Date, which shall not be less than **[five Business Days] [other Minimum Notice]** nor more than **[Maximum Notice]** days after the date on which

²⁶ Only applicable in case of Exempt Securities and not applicable in case of Jumbo Pfandbriefe.

²⁷ Not applicable in case of Jumbo Pfandbriefe.

notice is given by the Issuer to the Pfandbriefholders; and

- (iv) the Call Redemption Amount at which such Pfandbriefe are to be redeemed.
- (c) In case of a partial redemption of Pfandbriefe, Pfandbriefe to be redeemed shall be selected not more than 30 days prior to the Call Redemption Date (such date the “**Selection Date**”) in accordance with the rules of the relevant Clearing System to be reflected in the records of such Clearing System as either a pool factor or a reduction in principal amount, at its discretion.

§ 6 AGENTS

- (1) *Appointment.* The Fiscal Agent [.,] [and] the Paying Agent[s] [.,] [and]] and [its] [their] [respective] office[s] [is] [are]:

Fiscal Agent:

Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main

(the “**Fiscal Agent**”)

Paying Agent[s]:

[Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main]

[Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB]

[Deutsche Bank Luxembourg S. A.
2 boulevard Konrad Adenauer
L-1115 Luxembourg]

[other Paying Agents and specified offices]

[(each a] [the] “Paying Agent” [and together the “Paying Agents”])]

- (2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent [.,] [or] [the] [any] Paying Agent] and to appoint another Fiscal Agent [or another or additional Paying Agents]. The Issuer shall at all times maintain (a) a Fiscal Agent **[in case of Pfandbriefe admitted to trading on, or listed on the Official List of, a stock exchange the following applies: [.,] [and]** (b) so long as the Pfandbriefe are admitted to trading on, or listed on the Official List of, the **[name of Stock Exchange]**, a Paying Agent (which may be the Fiscal Agent) with an office in **[location of Stock Exchange]** and/or in such

other place as may be required by the rules of such stock exchange (or any other relevant authority) **[in case of payments in U.S. dollars the following applies: [,] [and] [(c)]** if payments at or through the offices of all Paying Agents outside the United States (as defined in § 4(3)) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in U. S. dollars, a Paying Agent with an office in the United States]. Any variation, termination, appointment or change shall only take effect (other than in case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Pfandbriefholders in accordance with § 10.

- (3) *Agents of the Issuer.* The Fiscal Agent [,] [and] the Paying Agent[s] act solely as agents of the Issuer and do not have any obligations towards, or relationship of agency or trust with any Pfandbriefholder. The Agency Agreement contains provisions permitting any entity into which any agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become successor agent.

§ 7 TAXATION

All amounts payable in respect of the Pfandbriefe shall be made with such deduction or withholding of taxes, duties or governmental charges of any nature whatsoever imposed, levied or collected by the way of deduction or withholding, if such deduction or withholding is required by law (including pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof ("**FATCA**") or pursuant to any law implementing an intergovernmental approach to FATCA).

§ 8 PRESENTATION PERIOD

The presentation period provided in § 801(1), sentence 1 German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years for the Pfandbriefe.

§ 9 FURTHER ISSUES, PURCHASES

- (1) *Further Issues.* The Issuer may from time to time, without the consent of the Pfandbriefholders, issue further Pfandbriefe having the same terms as the Pfandbriefe in all respects (or in all respects except for the issue date, the amount and the date of the first payment of interest thereon, the date from which interest starts to accrue and/or issue price) so as to form a single Series with the outstanding Pfandbriefe.
- (2) *Purchases and Cancellation.* The Issuer may at any time purchase Pfandbriefe in the open market or otherwise and at any price. Pfandbriefe purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.

**§ 10
NOTICES**

**IN CASE
PUBLICATION IS
SPECIFIED AS
APPLICABLE THE
FOLLOWING
APPLIES:**

[(1)] *Publication.* All notices concerning the Pfandbriefe shall [, subject to paragraph (2) below,] be published in the German Federal Gazette (*Bundesanzeiger*). Any notice so given will be deemed to have been validly given on [the date of] [●] such publication (or, if published more than once, on [the date of] [●] the first such publication).

[if Pfandbriefe are admitted to trading on the regulated market of, or listed on the Official List of, the Luxembourg Stock Exchange the following applies: If and for so long as the Pfandbriefe are admitted to trading on the regulated market, or listed on the Official List, of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, all notices concerning the Pfandbriefe shall also be published in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu).]

**IN CASE
NOTIFICATION TO
CLEARING
SYSTEM IS
SPECIFIED AS
APPLICABLE THE
FOLLOWING
APPLIES:**

[(2)] *Notification to Clearing System.* The Issuer may deliver all notices concerning the Pfandbriefe to the Clearing System for communication by the Clearing System to the Pfandbriefholders. [Such notification to the Clearing System will substitute the publication pursuant to paragraph (1) above **[if the Pfandbriefe are admitted to trading on the regulated market of, or listed on, a stock exchange the following applies:** provided that so long as any Pfandbrief is admitted to trading on the regulated market of, or listed on, the **[name of relevant stock exchange(s)]**, the requirement or the rules of such stock exchange[s] with respect to notices shall apply. However, if the rules of the **[name of relevant stock exchange(s)]** so permit, the Issuer may deliver the relevant notice [(e. g. notices regarding the rate of interest)] to the Clearing System for communication by the Clearing System to the Pfandbriefholder, in lieu of any other publication otherwise required by such rules.] Any such notice shall be deemed to have been given to the holders of the Pfandbriefe on [the day on which] [the [seventh] [●] [London] [Frankfurt] [TARGET2] **[other relevant location]** Business Day after] [●] the said notice was given to the relevant Clearing System.]

**IN CASE
NOTIFICATION BY
PFANDBRIEFHOL
DERS THROUGH
THE CLEARING
SYSTEM(S) IS
SPECIFIED AS
APPLICABLE THE
FOLLOWING
APPLIES:**

[(3)] *Notification by Pfandbriefholders.* Notice to be given by any Pfandbriefholders shall be given to the Fiscal Agent **[if the Pfandbriefe are admitted to trading on the regulated market of, or listed on the Official List of, the Luxembourg Stock Exchange:** or the Paying Agent in Luxembourg] through the Clearing System in such manner as the Fiscal Agent and/or the Clearing System, as the case may be, may approve for this purpose.

**IN CASE
NOTIFICATION BY
PFANDBRIEFHOL
DERS THROUGH**

[(4)] *Notification by Pfandbriefholders.* Notices to be given by any Pfandbriefholder to the Issuer regarding the Pfandbriefe will be validly given if delivered in writing to the Issuer **[by hand or] registered mail** **[other manner for giving notice for the Issuer]**. Any such notice shall be

**WRITTEN NOTICE
TO ISSUER IS
SPECIFIED AS
APPLICABLE THE
FOLLOWING
APPLIES:**

deemed to have been given on the day when delivered or if delivered on a day that is not a Notice Delivery Business Day or after 5:00 p. m. in the Notice Delivery Business Day Centre on a Notice Delivery Business Day, will be deemed effective on the next following Notice Delivery Business Day. The Pfandbriefholder must provide satisfactory evidence to the Issuer of its holding of Pfandbriefe which, in case of Pfandbriefe represented by a Global Security, is expected to be in the form of certification from the relevant Clearing System or the custodian with whom such Pfandbriefholder maintains a Pfandbriefe account in respect of the Pfandbriefe.

For the purposes hereof:

“Notice Delivery Business Day” means any day (other than Saturday or Sunday) on which banks and foreign exchange markets are generally open to settle payments in **[the Notice Delivery Business Day Centre]** (the **“Notice Delivery Business Day Centre”**).

§ 11

GOVERNING LAW, PLACE OF JURISDICTION AND ENFORCEMENT

- (1) *Governing Law.* The Pfandbriefe, as to form and content, and all rights and obligations of the Pfandbriefholders and the Issuer, shall be governed by German law.
- (2) *Place of Jurisdiction.* The place of jurisdiction for any action or other legal proceedings (**“Proceedings”**) shall be Frankfurt am Main.
- (3) *Enforcement.* Any Pfandbriefholder may in any Proceeding against the Issuer, or to which such Pfandbriefholder and the Issuer are parties, protect and enforce in its own name its rights arising under such Pfandbriefe on the basis of
 - (i) a statement issued by the Custodian with whom such Pfandbriefholder maintains a Pfandbriefe account in respect of the Pfandbriefe
 - (a) stating the full name and address of the Pfandbriefholder,
 - (b) specifying the aggregate principal amount of Pfandbriefe credited to such Pfandbriefe account on the date of such statement, and
 - (c) confirming that the Custodian has given written notice to the relevant Clearing System of the intention of the Pfandbriefholder to enforce claims directly which (A) contains the information pursuant to (a) and (b), (B) has been acknowledged by the Clearing System, and (C) has been returned by the Clearing System to the Custodian, and
 - (ii) a copy of the Pfandbrief in global form representing the Pfandbriefe certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the Pfandbrief in global form representing the Pfandbriefe.

For purposes of the foregoing, “**Custodian**” means any bank or other financial institution of recognised standing authorised to engage in Pfandbriefe custody business with which the Pfandbriefholder maintains a Pfandbriefe account in respect of the Pfandbriefe and includes the Clearing System. Each Noteholder may, without prejudice to the foregoing, protect and enforce its rights under these Pfandbriefe also in any other way which is admitted in the country of the Proceedings.

§ 12 LANGUAGE

[These Conditions are written in the German language [and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.]] [These Conditions are written in the English language [and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]]

Terms and Conditions for Floating Rate Pfandbriefe (Option IV)

This Series of Pfandbriefe (the “**Pfandbriefe**” and the “**Securities**”) is issued pursuant to an Agency Agreement containing the Terms and Conditions (the “**Conditions**”) of the Pfandbriefe dated 26 June 2014 (as such agreement may be amended and/or supplemented and/or restated from time to time, the “**Agency Agreement**”) between, inter alia, Deutsche Bank Aktiengesellschaft (“**Deutsche Bank**” or the “**Issuer**”) and [Deutsche Bank Aktiengesellschaft] [Deutsche Bank Aktiengesellschaft acting through its London branch] as fiscal agent (the “**Fiscal Agent**”, which expression shall include any successor fiscal agent thereunder) and the other parties named therein.

IF THE TERMS AND CONDITIONS SET OUT IN THIS OPTION IV ARE NOT REPLICATED AND COMPLETED IN THE FINAL TERMS THE FOLLOWING APPLIES:

Each Tranche of Pfandbriefe which do not qualify as Exempt Securities (as defined below) will be the subject of final terms (each a “**Final Terms**”) and each Tranche of Pfandbriefe which qualify as Exempt Securities will be the subject of a pricing supplement (each a “**Pricing Supplement**”) unless specified otherwise. Any reference in these Conditions to “**Final Terms**” shall be deemed to include a reference to “**Pricing Supplement**” where relevant. The provisions of the following Conditions apply to the Pfandbriefe as completed by the provisions of Part I of the applicable Final Terms or, if the Pfandbriefe are neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive (an “**Exempt Security**”), as may be supplemented, replaced or modified by the applicable Pricing Supplement for the purposes of the Securities. The expression “**Prospectus Directive**” means Directive 2003/71/EC and amendments thereto, including the 2010 PD Amending Directive to the extent implemented in the relevant Member State of the European Economic Area and includes any relevant implementing measure in the relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU. The blanks in the provisions of Part I of these Conditions which are applicable to the Pfandbriefe shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in such provisions; alternative or optional provisions of these Conditions as to which the corresponding provisions of the Final Terms are not completed or are deleted shall be deemed to be deleted from these Conditions; and all provisions of these Conditions which are inapplicable to the Pfandbriefe (including instructions, explanatory notes and text set out in square brackets) shall be deemed to be deleted from these Conditions, as required to give effect to the terms of the Final Terms, provided that any reference in the Final Terms to “**Securities**” shall be deemed to include a reference to “**Pfandbriefe**” where relevant and any reference to “**Securityholder**” shall be deemed to include a reference to “**Pfandbriefholder**” where relevant.

§ 1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

- (1) *Currency and Denomination.* This Series of mortgage Pfandbriefe (*Hypothekentpfandbriefe*) (the “**Pfandbriefe**”) of the Issuer is being issued in [**Specified Currency**]²⁸ (the “**Specified Currency**”) in the aggregate

²⁸ Jumbo Pfandbriefe are denominated in Euro.

principal amount of [up to] **[aggregate principal amount]**²⁹ (in words: **[aggregate principal amount in words]**) in [a] denomination[s] of **[Specified Denomination[s]]** (the “**Specified Denomination[s]**”).

IN CASE OF PFANDBRIEFE WHICH ARE ON ISSUE REPRESENTED BY A PERMANENT GLOBAL SECURITY THE FOLLOWING APPLIES:

- (2) *Form and Global Security.* The Pfandbriefe are being issued in bearer form and represented by a permanent global Security (the “**Global Security**”) without interest coupons. The Global Security shall be manually signed by two authorised signatories of the Issuer and the independent trustee appointed by the German Federal Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) [,] [and] shall be authenticated with a control signature **[in case of Global Securities in NGN form the following applies:** and shall be manually signed on behalf of and by power of attorney of the Issuer by the common safekeeper (the “**Common Safekeeper**”). Definitive Pfandbriefe and interest coupons will not be issued.

IN CASE THE PFANDBRIEFE ARE INITIALLY REPRESENTED BY A TEMPORARY GLOBAL SECURITY THE FOLLOWING APPLIES:

- (2) *Form and Global Security.*
- (a) The Pfandbriefe are being issued in bearer form and initially represented by a temporary global Security (the “**Temporary Global Security**”) without coupons. The Temporary Global Security will be exchangeable for a permanent global Security (the “**Permanent Global Security**”, together with the Temporary Global Security each a “**Global Security**”) without interest coupons. The Temporary Global Security and the Permanent Global Security shall be manually signed by two authorised signatories of the Issuer and the independent trustee appointed by the German Federal Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) [,] [and] shall each be authenticated with a control signature **[in case of Global Securities in NGN form the following applies:** and shall be manually signed on behalf of and by power of attorney of the Issuer by the common safekeeper (the “**Common Safekeeper**”). Definitive Pfandbriefe and interest coupons will not be issued.
- (b) The Temporary Global Security shall be exchanged for the Permanent Global Security on a date (the “**Exchange Date**”) not later than 180 days after the date of issue of the Temporary Global Security. The Exchange Date for such exchange will not be earlier than 40 days after the date of issue of the Temporary Global Security. Such exchange shall only be made to the extent that certifications have been delivered to the effect that the beneficial owner or owners of the Pfandbriefe represented by the Temporary Global Security is not a U. S. person or are not U. S. persons (other than certain financial institutions or certain persons holding Pfandbriefe through such financial institutions). Payment of interest on Pfandbriefe represented by a Temporary Global Security will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Security will be treated as a request to exchange such Temporary Global Security pursuant to this sub-paragraph (b) of paragraph (2). Any securities

²⁹ The minimum issue size of a Jumbo Pfandbrief is €1 billion. The volume of the initial issue must be at least €750 million. The issuer is obligated to increase the outstanding total volume of the issue to at least €1 billion within 180 calendar days after the initial offering.

delivered in exchange for the Temporary Global Security shall be delivered only outside of the United States (as defined in § 4(3)).

- (3) *Clearing System.* The Permanent Global Security will be [held by a common depository] [kept in custody] by or on behalf of a Clearing System until [, in case of the Permanent Global Security,] all obligations of the Issuer under the Pfandbriefe have been satisfied. “**Clearing System**” means [if more than one Clearing System: each of] the following: [Clearstream Banking AG, Neue Börsenstraße 8, 60487 Frankfurt am Main, Germany (“**CBF**”)]³⁰ [,] [and] [Clearstream Banking, *société anonyme*, 42 Avenue JF Kennedy, 1855 Luxembourg, Luxembourg (“**CBL**”)] [,] [and] [Euroclear Bank S. A./N. V., Boulevard du Roi Albert II, 1210 Brussels, Belgium (“**Euroclear**”)] [and] [specify other Clearing System] and any successor in such capacity.

**IN CASE OF
PFANDBRIEFE
KEPT IN
CUSTODY ON
BEHALF OF THE
ICSDS THE
FOLLOWING
APPLIES:**

[In case of Global Securities in NGN form the following applies: The Pfandbriefe are issued in new global note (“**NGN**”) form and are kept in custody by a Common Safekeeper on behalf of both Euroclear and CBL (each an “**ICSD**” and together the “**ICSDs**”).]

[In case of Global Securities in CGN form the following applies: The Pfandbriefe are issued in classic global note (“**CGN**”) form and are kept in custody by a common depository on behalf of both Euroclear and CBL (each an “**ICSD**” and together the “**ICSDs**”).]

- (4) *Pfandbriefholder.* “**Pfandbriefholder**” means, in respect of Pfandbriefe deposited with any Clearing System or other central Pfandbriefe depository, any holder of a proportionate co-ownership or other beneficial interest or another comparable right in the Pfandbriefe so deposited.

**IN CASE OF
GLOBAL
SECURITIES IN
NGN FORM THE
FOLLOWING
APPLIES:**

- (5) *Records of the ICSDs.* The principal amount of Pfandbriefe represented by the Global Security shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer’s interest in the Pfandbriefe) shall be conclusive evidence of the principal amount of Pfandbriefe represented by the Global Security and, for these purposes, a statement (which statement shall be made available to the bearer upon request) issued by an ICSD stating the principal amount of Pfandbriefe so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Pfandbriefe represented by such Global Security the Issuer shall procure that details of any redemption, payment, or purchase and cancellation (as the case may be) in respect of the Global Security shall be entered pro rata in the records of the ICSDs and, upon any such entry being made, the principal amount of the Pfandbriefe recorded in the records of the ICSDs and represented by the Global Security shall be reduced by the aggregate principal amount of the Pfandbriefe so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid.

³⁰ As a general rule, all issues of Pfandbriefe to be listed on the Frankfurt Stock Exchange will usually have to be accepted for clearing through CBF.

§ 2 STATUS

The obligations under the Pfandbriefe constitute unsubordinated obligations of the Issuer ranking *pari passu* among themselves. The Pfandbriefe are covered in accordance with the German Pfandbrief Act (*Pfandbriefgesetz*) and rank at least *pari passu* with all other obligations of the Issuer under Mortgage Pfandbriefe.

§ 3 INTEREST

- (1) *Interest.* Each Pfandbrief bears interest from (and including) **[Interest Commencement Date]** (the “**Interest Commencement Date**”) calculated as provided below. Interest will accrue in respect of each Interest Period.
- (2) *Interest Payment Dates.* Interest will be payable in arrear on **[[the Interest Payment Date(s)]** in each year up to (and including) the Maturity Date (as defined in § 5(1)) **[the [●] Business Day following each Interest Period End Date] [Interest Payment Date(s)]** (each such date, an “**Interest Payment Date**”) **[where an Interest Payment Date falls after the Interest Period End Final Date in respect of an Interest Period the following applies: No additional interest or other amount shall be payable as a result of the interest in respect of an Interest Period being payable after the Interest Period End Final Date for such period.]**
- (3) *Interest Amount.* The amount of interest (each an “**Interest Amount**”) payable in respect of **[if the Clearing System is Euroclear and/or CBL, unless specified otherwise in the Final Terms the following applies: each Specified Denomination] [if the Clearing System is CBF, unless specified otherwise in the Final Terms the following applies: the aggregate outstanding principal amount]** for an Interest Period shall be an amount calculated by the **[Calculation] [Fiscal] Agent** equal to the product of (a) **[In case the Clearing System is Euroclear and/or CBL, unless specified otherwise in the Final Terms the following applies: the Specified Denomination] [if the Clearing System is CBF, unless specified otherwise in the Final Terms the following applies: the aggregate outstanding principal amount]**, (b) the Rate of Interest and (c) the Day Count Fraction, in each case for such Interest Period, such amount to be rounded to the nearest **[sub-unit] [in case of Japanese Yen the following applies: unit]** of the Specified Currency, with 0.5 of a **[sub-unit] [unit]** being rounded upwards.
- (4) *Rate of Interest.* **[Subject to [paragraph (5)] below, t] [T]he rate of interest (the “Rate of Interest”) for each Interest Period shall be**

**IN CASE OF
BASIC FLOATING
RATE
PFANDBRIEFE
THE FOLLOWING
APPLIES:**

the Reference Rate.

[in case the Reference Rate refers to Euribor or Libor and there is a short or long first Interest Period and interpolation is applicable, the following applies: The Floating Rate included in the calculation of the applicable Reference Rate for the Interest Period from the Interest Commencement Date (including) to the first [Interest Payment Date] [Interest Period End Date] (excluding) (being the first Interest Period) shall be determined by the Calculation Agent by linear interpolation between the

rate that would be determined in accordance with the “Floating Rate” definition were the Designated Maturity the First Interpolation Period and the rate that would be determined in accordance with the “Floating Rate” definition were the Designated Maturity the Second Interpolation Period. For purpose of the interpolation the specifications made regarding the Reference Rate in paragraph [(10)] shall apply but excluding the details regarding the Designated Maturity for which the specifications made in this sub-paragraph shall apply.]

[in case the Reference Rate refers to Euribor or Libor and there is a short or long interest period and the interpolation is applicable, the following applies: The Floating Rate is included in the calculation of the applicable Reference Rate for the Interest Period from the [Interest Payment Date] [Interest Period End Date] preceding the Maturity Date (including) to the Maturity Date (as defined in § 5(1)) (excluding) (being the last Interest Period) shall be determined by the Calculation Agent by linear interpolation between the rate that would be determined in accordance with the “Floating Rate” definition were the Designated Maturity the First Interpolation Period and the rate that would be determined in accordance with the “Floating Rate” definition were the Designated Maturity the Second Interpolation Period. For purpose of the interpolation the specifications made regarding the Floating Rate in paragraph [(10)] shall apply but excluding the details regarding the Designated Maturity for which the specifications made in this sub-paragraph shall apply.]

**IN CASE OF
RANGE ACCRUAL
PFANDBRIEFE
THE FOLLOWING
APPLIES:**

[in case of Pfandbriefe with initial fixed interest period(s) the following applies:

- (a) in case of the first [and][,] [second] [and][,] [third] [and] [fourth] Interest Period, **[fixed interest rate]** per cent. per annum; and
- (b) **[I][i]n respect of each [in case of Pfandbriefe with a fixed initial interest rate the following applies:** subsequent] Interest Period, the product of (i) **[fixed interest rate]** per cent. and (ii) the quotient of the Interest Range Dates (as numerator) and the Determination Dates (as denominator) in each case in respect of the Interest Accumulation Period in relation to such Interest Period, rounded [to two decimal places (six and above of the third decimal place being rounded upwards, otherwise rounded downwards)].

**IN CASE OF
MINIMUM AND/OR
MAXIMUM RATE
OF INTEREST THE
FOLLOWING
APPLIES:**

[(5)] **[Minimum] [and] [Maximum] Rate of Interest.**

[If Minimum Rate of Interest applies the following applies: If the Rate of Interest in respect of any Interest Period determined in accordance with the above provisions is less than the Minimum Rate of Interest, the Rate of Interest for such Interest Period shall equal the Minimum Rate of Interest. The “**Minimum Rate of Interest**” is [●].]

[If Maximum Rate of Interest applies the following applies: If the Rate of Interest in respect of any Interest Period determined in accordance with the above provisions is greater than the Maximum Rate of Interest, the Rate of Interest for such Interest Period shall equal the Maximum Rate of Interest. The “**Maximum Rate of Interest**” is [●].]

[(6)] **Calculations and Determinations.** Unless otherwise specified in this § 3, all calculations and determinations made pursuant to this § 3 shall be made by

the Calculation Agent. The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest.

- [(7)] *Notification of Rate of Interest and Interest Amount.* The Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period to be notified to the Issuer **[in case of Pfandbriefe which are admitted to trading on, or listed on the Official List of, the Luxembourg Stock Exchange the following applies:;** the Paying Agent] and to the Pfandbriefholders in accordance with § 10 and if required by the rules of any stock exchange on which the Pfandbriefe are from time to time admitted to trading or listed, to such stock exchange, as soon as possible after their determination, but in no event later than the **[fourth Business Day] [other]** thereafter. Each Interest Amount so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to any stock exchange on which the Pfandbriefe are then admitted to trading or listed **[in case of Pfandbriefe which are admitted to trading on, or listed on the Official List of, the Luxembourg Stock Exchange the following applies:;** the Paying Agent] and to the Pfandbriefholders in accordance with § 10.
- [(8)] *Determinations Binding.* All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 3 by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent, the Paying Agents and the Pfandbriefholders.
- [(9)] *Accrual of Interest.* Each Pfandbrief shall cease to bear interest from the expiry of the day preceding the day on which it is due for redemption, unless payment of principal is improperly withheld or refused. If the Issuer shall fail to redeem each Pfandbrief when due, interest shall continue to accrue on the outstanding principal amount of such Pfandbrief from (and including) the due date for redemption until (but excluding) the expiry of the day preceding the day of the actual redemption of the Pfandbriefe at the default rate of interest established by law³¹.
- [(10)] *Definitions.* For the purposes of this Conditions the following definitions apply:
- “Business Day”** means a day (other than Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in **[all relevant financial centres] [In case the Specified Currency is Euro the following applies: and the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open].**
- [If Reference Rate is EURIBOR/LIBOR the following applies: “Designated Maturity”** means **[●].]**
- [Applicable in the case of Range Accrual Securities: “Determination Dates”** shall be the number of **[Business Days] [calendar days]** in the

³¹ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288(1), 247 German Civil Code (*Bürgerliches Gesetzbuch*) and does not preclude claims for damages if these are higher.

relevant Interest Accumulation Period.]

[If Reference Rate is EURIBOR/LIBOR and interpolation applies the following applies: "First Interpolation Period" means [●].]

["Interest Determination Day" means the [second] [other applicable number of days] [TARGET2] [London] [other relevant location] Business Day [prior to the commencement of] [following] the relevant Interest Period.]

"Interest Period" means the period from (and including) the Interest Commencement Date to (but excluding) the first [if interest period(s) end on Interest Payment Date(s): Interest Payment Date and thereafter from (and including) each Interest Payment Date to (but excluding) the next following Interest Payment Date] [if interest period(s) end on Interest Period End Date(s): Interest Period End Date and thereafter from (and including) an Interest Period End Date to (but excluding) the next following Interest Period End Date (each such later date the "Interest Period End Final Date" for the relevant Interest Period)].

[if Interest Periods are adjusted: If there is no numerically corresponding day of the calendar month in which an [Interest Payment Date] [Interest Period End Date] should occur or if any [Interest Payment Date] [Interest Period End Date] would otherwise fall on a day which is not a Business Day, then, **[if the Following Business Day Convention applies:** such [Interest Payment Date] [Interest Period End Date] shall be postponed to the next day which is a Business Day] **[if the Modified Following Business Day Convention applies:** such [Interest Payment Date] [Interest Period End Date] shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such [Interest Payment Date] [Interest Period End Date] shall be brought forward to the immediately preceding Business Day] **[if the Preceding Business Day Convention applies:** such [Interest Payment Date] [Interest Period End Date] shall be brought forward to the immediately preceding Business Day.]

"Interest Period End Date" means [Interest Period End Dates]

["Interest Range" [means ●.] [for each Interest Period is as set out below: ●]]

["Interest Range Dates" means, in respect of an Interest Period, the number of [calendar days] [Business Days] on which the Reference Rate in the relevant Interest Accumulation Period in respect of such Interest Period is determined not to fall outside the Interest Range, provided that the upper or the lower limits of the Interest Range shall be deemed to be within the Interest Range. [In case of calculations based upon calendar days the following applies: Should a calendar day not be a Business Day, the Reference Rate for such day shall be the Reference Rate determined as set out below on the immediately preceding Business Day.]

**IN CASE OF
SCREEN RATE
DETERMINATION
THE FOLLOWING
APPLIES:**

The "Reference Rate" is

[in case of Inverse Floater Securities the following applies:

[+] [-] [●] per cent. per annum (the "Margin") [plus] [minus]]

[In case of Participation Securities the following applies:

[+] [-] [●] per cent. (the "Participation") multiplied by]

[if EURIBOR/LIBOR applies: [in case of Participation Securities where Reference Rate is calculated by adding or subtracting two rates: (]the offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for the Designated Maturity (a "Floating Rate") which appears on the Screen Page as of 11:00 a.m. ([Brussels] [London] time) on the Interest Determination Day [(●-months EURIBOR)] [(●-months LIBOR)] [in case of Participation Securities where Reference Rate is not calculated by adding or subtracting two rates:)][.]

[if CMS applies: [in case of Participation Securities where Reference Rate is calculated by adding or subtracting two rates: (]the rate for [currency] swaps with a maturity of [maturity] expressed as a percentage with reference to [relevant short-term floating index] (a "CMS Rate") which appears on the Screen Page as of [11:00 a.m.] ([New York City] [●] time), on the Interest Determination Day [in case of Participation Securities where Reference Rate is not calculated by adding or subtracting two rates:)][.]

[minus]

[plus]

[if EURIBOR/LIBOR applies: the offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for the Designated Maturity (a "Floating Rate") which appears on the Screen Page as of 11:00 a.m. ([Brussels] [London] time) on the Interest Determination Day [(●-months EURIBOR)] [(●-months LIBOR)] [)]][.]³²

[if CMS applies: the rate for [currency] swaps with a maturity of [maturity] expressed as a percentage, with reference to [relevant short-term floating index] (a "CMS Rate") which appears on the Secondary Screen Page as of [11:00 a.m.] ([New York City] [●] time), on the Interest Determination Day[)]][.]³³

[in case of a Margin the following applies: [plus] [minus] [+] [-] [●] per cent. per annum (the "Margin"), all as determined by the Calculation Agent.]]

"Screen Page" means **[relevant Screen Page]** or the relevant successor page on that service or on any other service as may be nominated as the information vendor for the purposes of displaying rates or prices comparable to the relevant offered quotation.

[If Reference Rate is EURIBOR/LIBOR the following applies: If the relevant Screen Page is not available or if no such quotation appears as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for the Designated Maturity and in a representative amount to prime banks in the **[if the Reference Rate is EURIBOR the**

³² Applicable if EURIBOR/LIBOR applies and Reference Rate is calculated by adding or subtracting two rates.

³³ Applicable if CMS applies and Reference Rate is calculated by adding or subtracting two rates.

following applies: Euro-Zone interbank market at approximately 11:00 a.m. (Brussels time) **[if the Reference Rate is LIBOR the following applies:** London **[other relevant location]** interbank market at approximately 11:00 a.m. (**[other relevant location]** time)] on the relevant Interest Determination Day. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the relevant Floating Rate for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one **[if the Reference Rate is EURIBOR the following applies:** thousandth of a percentage point, with 0.0005] **[if the Reference Rate is not EURIBOR the following applies:** hundred-thousandth of a percentage point, with 0.000005] being rounded upwards) of such offered quotations, all as determined by the Calculation Agent.

If on the relevant Interest Determination Day only one or none of the selected Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the relevant Floating Rate for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one **[if the Reference Rate is EURIBOR the following applies:** thousandth of a percentage point, with 0.0005] **[if the Reference Rate is not EURIBOR the following applies:** hundred-thousandth of a percentage point, with 0.000005] being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the **[if the Reference Rate is EURIBOR the following applies:** Euro-Zone interbank market] **[if the Reference Rate is LIBOR the following applies:** London interbank market] **[[other relevant location] interbank market]**, selected by the Calculation Agent acting in good faith, at which such banks offer, as at 11:00 a.m. (**[if the Reference Rate is LIBOR the following applies:** London] **[if the Reference Rate is EURIBOR the following applies:** Brussels] **[other relevant location]** time) on the relevant Interest Determination Day, loans in the Specified Currency for the Designated Maturity and in a representative amount to leading European banks.]

[If Reference Rate is EURIBOR/LIBOR and interpolation applies the following applies: “Second Interpolation Period” means [●].]

[“Secondary Screen Page” means **[relevant Secondary Screen Page]** or the relevant successor page on that service or on any other service as may be nominated as the information vendor for the purposes of displaying rates or prices comparable to the relevant offered quotation.]

[If Reference Rate is CMS the following applies: If the relevant Screen Page or the Secondary Screen Page, as the case may be, is not available or if no rate appears as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its mid-market semi-annual swap rate quotations at approximately **[11:00 a.m.] [●]** (**[New York City] [●]** time) on the relevant Interest Determination Day for such Screen Page. For this purpose and both the Screen Page and the Secondary Screen Page, the semi-annual swap rate means the mean of the bid and offered rates for the semi-annual fixed leg (e.g. calculated on a **[30/360] [●]** day count basis), of a fixed for floating **[currency]** interest rate swap transactions with a **[maturity]** maturity commencing on such day and in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market where, the floating leg (calculated on an **[Actual/360] [●]** day count basis), is equivalent to the rate for deposits in **[currency]** for a period of **[●]** months which appears on

[Reuters [●]] (or such other page on that service, or such other service as may be nominated as the information vendor, for the purposes of displaying rates or prices comparable to [Reuters [●]] as of [11:00 a.m.] [●] [London] [New York City] [●] time on such day. The Calculation Agent will request the principal office of each of the Reference Banks to provide a quotation of its rate. If at least three quotations are provided, the relevant CMS Rate for such day will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest).]

“Reference Banks” means [if no other Reference Banks are specified in the Final Terms and Reference Rate is EURIBOR the following applies: four major banks in the Euro-Zone] [if no other Reference Banks are specified in the Final Terms and Reference Rate is LIBOR the following applies: four major banks in the London] [if no other Reference Banks are specified in the Final Terms and Reference Rate is CMS the following applies: five leading swap dealers in the [London] [New York City] [other relevant location] interbank market [if other Reference Banks are specified in the Final Terms the following applies: names here].

[In case of the Euro-Zone interbank market the following applies: **“Euro-Zone”** means the region comprised of those member states of the European Union that have adopted the Euro in accordance with the Treaty establishing the European Community as amended.]

[In case of a TARGET2 Business Day the following applies: **“TARGET2 Business Day”** means a day which is a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open.]

[**“London Business Day”** means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency) in London.]

[(11)] *Day Count Fraction.* **“Day Count Fraction”** means, in respect of an Interest Period,

**IN CASE OF
ACTUAL/ACTUAL
(ICMA RULE 251)
THE FOLLOWING
APPLIES:**

[In case of annual interest payments and short form version the following applies: the actual number of days in the Accrual Period divided by the actual number of days in the respective interest year.]

[In case of multiple interest payments and short form version the following applies: the actual number of days in the Accrual Period divided by the product of the number of days in the Determination Period and the number of Determination Period Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year.] [In case of first/last short or long Interest Periods insert appropriate Actual/Actual (ICMA Rule 251) calculation method]

“Accrual Period” means the period from (and including) the most recent [Interest Payment Date] [Interest Period End Date] (or, if none, the Interest Commencement Date) to (but excluding) the relevant [Interest Payment Date] [Interest Period End Date].

[**“Determination Period”** means the period from (and including) [Determination Period Dates] to (but excluding) [the next Determination Period Date (including, where either the Interest Commencement Date

or the Interest Payment Date/Interest Period End Date is not a Determination Period Date, the period commencing on the first Determination Period Date prior to, and ending on the first Determination Period Date falling after, such date)].

**IN CASE OF
ACTUAL/365
(FIXED) THE
FOLLOWING
APPLIES:**

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

**IN CASE OF
ACTUAL/365
(STERLING) THE
FOLLOWING
APPLIES:**

the actual number of days in the Interest Period divided by 365 or, in case of an [Interest Payment Date] [Interest Period End Date] falling in a leap year, 366.

**IN CASE OF
ACTUAL/360 THE
FOLLOWING
APPLIES:**

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

**IN CASE OF
30/360, 360/360
OR BOND BASIS
THE FOLLOWING
APPLIES:**

the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

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 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 CASE OF
30E/360 OR**

the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

**EUROBOND
BASIS THE
FOLLOWING
APPLIES:**

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

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, in which case **D₂** will be 30.

**IN CASE OF
ACTUAL/ACTUAL
OR
ACTUAL/ACTUAL
(ISDA) THE
FOLLOWING
APPLIES:**

the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365).

**IN CASE OF
30E/360 (ISDA)
THE FOLLOWING
APPLIES:**

the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

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 of 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 of 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 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 Maturity Date or (ii) such number would be 31, in which case D₂ will be 30.

§ 4 PAYMENTS

- (1) (a) *Payment of Principal.* Payment of principal in respect of the Pfandbriefe shall be made, subject to paragraph (2), to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System upon presentation and (except in case of partial payment) surrender of the Global Security representing the Pfandbriefe at the time of payment at the specified office of the Fiscal Agent outside the United States.
- (b) *Payment of Interest.* Payment of interest on Pfandbriefe shall be made, subject to paragraph (2), to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.

**IN CASE OF
INTEREST
PAYABLE ON A
TEMPORARY
GLOBAL
SECURITY THE
FOLLOWING
APPLIES:**

Payment of interest on Pfandbriefe represented by the Temporary Global Security shall be made, subject to paragraph (2), to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System, upon due certification as provided in § 1(2)(b).]

- (2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Pfandbriefe shall be made [in the freely negotiable and convertible currency.] [●]

**[IN CASE OF
PAYMENTS IN
EURO THE
FOLLOWING
APPLIES:**

by transfer to a Euro account (or any other account to which Euro may be credited) maintained by the payee.

**IN CASE OF
PAYMENTS IN A
CURRENCY
OTHER THAN
EURO OR U.S.
DOLLARS THE
FOLLOWING
APPLIES:**

by cheque payable in such currency drawn on a bank in the principal financial centre of the country of the Specified Currency or, at the option of the payee, by transfer to an account denominated in such currency (which, in case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with a bank in such financial centre.

**IN CASE OF
PAYMENTS IN
U.S. DOLLARS
THE FOLLOWING
APPLIES:**

by U. S. dollar cheque drawn on a bank in the United States or, at the option of the payee, by transfer to a U.S. dollar account maintained by the payee at a bank outside the United States.

- (3) *United States.* For purposes of **[in case of TEFRA D Pfandbriefe where Pfandbriefe denominated or otherwise payable U.S. dollars the following applies: § 1(2) and] this § 4 [and § [6(2)]], “United States”** means the United States of America (including the States thereof and the District of Columbia), its territories and its possessions (including Puerto Rico, the U. S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).
- (4) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System in respect of the amount so paid.]

**IN CASE OF
BEARER
PFANDBRIEFE
FOR WHICH
PRINCIPAL
AND/OR
INTEREST IS
PAYABLE IN U.S.
DOLLARS THE
FOLLOWING
APPLIES.³⁴**

Notwithstanding the foregoing provisions of this § 4, if any amount of principal and/or interest in respect of the Pfandbriefe is payable in U. S. dollars, such U. S. dollar payments of principal and/or interest in respect of the Pfandbriefe will be made at the specified office of a Paying Agent in the United States if:

- (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U. S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Pfandbriefe in the manner provided above when due;
- (ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U. S. dollars; and
- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.
- (5) *Payment Business Day.* If the date for payment of any amount in respect of any Pfandbrief is not a Payment Business Day then the *Pfandbriefholder* shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, “**Payment Business Day**” means any day (other than a Saturday or a Sunday) on which the Clearing System **[In case the Specified Currency is Euro, the following applies: [and] [,]the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System [is] [are] open and settle payments [if the Specified Currency is not Euro or, in case the specified Currency is Euro the opening of general business in one or more financial centres is relevant, the following applies:** and commercial banks and foreign

³⁴ Not applicable in case of Jumbo Pfandbriefe.

exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in **[all Relevant Financial Centres]**.

- (6) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main principal or interest not claimed by Pfandbriefholders within twelve months after the relevant due date, even though such Pfandbriefholders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Pfandbriefholders against the Issuer shall cease.

§ 5 REDEMPTION

- (1) *Redemption at Maturity.* Each principal amount of Pfandbriefe equal to the Specified Denomination shall be redeemed [at the Redemption Amount (as defined in paragraph (2))] [●] on [in case of a specified Maturity Date: **[Maturity Date]**] [in case of a Redemption Month the following applies: the Interest Payment Date falling in **[Redemption Month]**] (the “**Maturity Date**”).
- (2) *Redemption Amount.*

**IF THE
PFANDBRIEFE
REDEEM AT PAR
THE FOLLOWING
APPLIES:**

The “**Redemption Amount**” in respect of each principal amount of Pfandbriefe shall be equal to the Specified Denomination.

**IF THE
PFANDBRIEFE
REDEEM AT AN
AMOUNT OTHER
THAN PAR THE
FOLLOWING
APPLIES:^{35, 36}**

The “**Redemption Amount**” in respect of each principal amount of Pfandbriefe equal to the Specified Denomination shall be [calculated as follows:] [●].

**IF PFANDBRIEFE
ARE SUBJECT TO
EARLY
REDEMPTION AT
THE OPTION OF
THE ISSUER
(ISSUER CALL)
THE FOLLOWING
APPLIES:³⁷**

[(3)] *Early Redemption at the Option of the Issuer.*

- (a) The Issuer may, upon notice given in accordance with subparagraph (b), redeem all or some only of the Pfandbriefe then outstanding on the Call Redemption Date[s] at the Call Redemption Amount[s] set forth below together with accrued interest, if any, to (but excluding) the relevant Call Redemption Date. [if **Minimum Redemption Amount or Higher Redemption Amount** applies the following applies: Any such redemption must be equal to [at least **[Minimum Redemption Amount]** **[Higher Redemption Amount]**.]

³⁵ Not applicable in case of Jumbo Pfandbriefe.

³⁶ Only applicable to Exempt Securities

³⁷ Not applicable in case of Jumbo Pfandbriefe.

Call Redemption Date[s]	Call Redemption Amount[s]
[Call Redemption Date[s]]	[Call Redemption Amount[s]]
[_____]	[_____]
[_____]	[_____]

- (b) Notice of redemption shall be given by the Issuer to the Pfandbriefholders in accordance with § 10. Such notice shall specify:
- (i) name and securities identification number of the Securities;
 - (ii) whether the Pfandbriefe are to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Pfandbriefe which are to be redeemed;
 - (iii) the Call Redemption Date, which shall not be less than **[five Business Days]** **[other Minimum Notice]** nor more than **[Maximum Notice]** days after the date on which notice is given by the Issuer to the Pfandbriefholders; and
 - (iv) the Call Redemption Amount at which such Pfandbriefe are to be redeemed.
- (c) In case of a partial redemption of Pfandbriefe, Pfandbriefe to be redeemed shall be selected not more than 30 days prior to the Call Redemption Date (such date the **"Selection Date"**) in accordance with the rules of the relevant Clearing System to be reflected in the records of such Clearing System as either a pool factor or a reduction in principal amount, at its discretion.

§ 6
AGENTS

- (1) *Appointment.* The Fiscal Agent **[,]** **[and]** the Paying Agent[s] **[,]** **[and]** **[the Calculation Agent]** and **[its]** **[their]** **[respective]** office[s] **[is]** **[are]**:

Fiscal Agent:

Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main

(the **"Fiscal Agent"**)

Paying Agent[s]:

**[Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main]**

[Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB]

[Deutsche Bank Luxembourg S. A.
2 boulevard Konrad Adenauer
L-1115 Luxembourg]

[other Paying Agents and specified offices]

[each a] [the] “Paying Agent” [and together the “Paying Agents”]]

[In case the Fiscal Agent is to be appointed as Calculation Agent the following applies: The Fiscal Agent shall also act as Calculation Agent (the “**Calculation Agent**”).]

[In case of a Calculation Agent other than the Fiscal Agent is to be appointed the following applies: The Calculation Agent and its initial specified office shall be:

[name and specified office](the “Calculation Agent”)]

The Fiscal Agent[,] [and] [the Paying Agent[s]] [and the Calculation Agent] reserve[s] the right at any time to change [its] [their] respective office to some other offices.

- (2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent [,] [or] [the] [any] Paying Agent [or the Calculation Agent] and to appoint another Fiscal Agent [or another or additional Paying Agents] [or another Calculation Agent]. The Issuer shall at all times maintain (a) a Fiscal Agent **[in case of Pfandbriefe admitted to trading on, or listed on the Official List of, a stock exchange the following applies: [,] [and] (b) so long as the Pfandbriefe are admitted to trading on, or listed on the Official List of, the [name of Stock Exchange], a Paying Agent (which may be the Fiscal Agent) with an office in [location of Stock Exchange] and/or in such other place as may be required by the rules of such stock exchange (or any other relevant authority) [in case of payments in U.S. dollars the following applies: [,] [and] [(c) if payments at or through the offices of all Paying Agents outside the United States (as defined in § 4(3)) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in U. S. dollars, a Paying Agent with an office in the United States] [In case of any Calculation Agent is to be appointed t: [,] [and] [(d) a Calculation Agent]. Any variation, termination, appointment or change shall only take effect (other than in case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days’ prior notice thereof shall have been given to the Pfandbriefholders in accordance with § 10.**
- (3) *Agents of the Issuer.* The Fiscal Agent [,] [and] the Paying Agent[s] [and the Calculation Agent] act solely as agents of the Issuer and do not have any obligations towards, or relationship of agency or trust with any Pfandbriefholder. The Agency Agreement contains provisions permitting any entity into which any agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become successor agent.

**§ 7
TAXATION**

All amounts payable in respect of the Pfandbriefe shall be made with such deduction or withholding of taxes, duties or governmental charges of any nature whatsoever imposed, levied or collected by the way of deduction or withholding, if such deduction or withholding is required by law (including pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "Code") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof ("FATCA") or pursuant to any law implementing an intergovernmental approach to FATCA).

**§ 8
PRESENTATION PERIOD**

The presentation period provided in § 801(1), sentence 1 German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years for the Pfandbriefe.

**§ 9
FURTHER ISSUES, PURCHASES**

- (1) *Further Issues.* The Issuer may from time to time, without the consent of the Pfandbriefholders, issue further Pfandbriefe having the same terms as the Pfandbriefe in all respects (or in all respects except for the issue date, the amount and the date of the first payment of interest thereon, the date from which interest starts to accrue and/or issue price) so as to form a single Series with the outstanding Pfandbriefe.
- (2) *Purchases and Cancellation.* The Issuer may at any time purchase Pfandbriefe in the open market or otherwise and at any price. Pfandbriefe purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.

**§ 10
NOTICES**

**IN CASE
PUBLICATION IS
SPECIFIED AS
APPLICABLE THE
FOLLOWING
APPLIES:**

- [(1) *Publication.*] All notices concerning the Pfandbriefe shall [, subject to paragraph (2) below,] be published in the German Federal Gazette (*Bundesanzeiger*). Any notice so given will be deemed to have been validly given on [the date of] [●] such publication (or, if published more than once, on [the date of] [●] the first such publication).

[if Pfandbriefe are admitted to trading on the regulated market of, or listed on the Official List of, the Luxembourg Stock Exchange] the following applies: If and for so long as the Pfandbriefe are admitted to trading on the regulated market, or listed on the Official List, of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, all notices concerning the Pfandbriefe shall also be

published in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu).]

IN CASE NOTIFICATION TO CLEARING SYSTEM IS SPECIFIED AS APPLICABLE THE FOLLOWING APPLIES:

[(2)] *Notification to Clearing System.* The Issuer may deliver all notices concerning the Pfandbriefe to the Clearing System for communication by the Clearing System to the Pfandbriefholders. [Such notification to the Clearing System will substitute the publication pursuant to paragraph(1)(a) above **if Pfandbriefe are admitted to trading on the regulated market of, or listed on, a stock exchange, the following applies:** provided that so long as any Pfandbrief is admitted to trading on the regulated market of, or listed on, the **[name of relevant stock exchange(s)]**, the requirement or the rules of such stock exchange[s] with respect to notices shall apply. However, if the rules of the **[name of relevant stock exchange(s)]** so permit, the Issuer may deliver the relevant notice [(e. g. notices regarding the rate of interest)] to the Clearing System for communication by the Clearing System to the Pfandbriefholder, in lieu of any other publication otherwise required by such rules.] Any such notice shall be deemed to have been given to the holders of the Pfandbriefe on [the day on which] **[the [seventh] [●] [London] [Frankfurt] [TARGET2] [other relevant location] Business Day after] [●]** the said notice was given to the relevant Clearing System.]

IN CASE NOTIFICATION BY PFANDBRIEFHOLDERS THROUGH THE CLEARING SYSTEM(S) IS SPECIFIED AS APPLICABLE THE FOLLOWING APPLIES:

[(3)] *Notification by Pfandbriefholders.* Notice to be given by any Pfandbriefholders shall be given to the Fiscal Agent **if the Pfandbriefe are admitted to trading on the regulated market of, or listed on the Official List of, the Luxembourg Stock Exchange:** or the Paying Agent in Luxembourg] through the Clearing System in such manner as the Fiscal Agent and/or the Clearing System, as the case may be, may approve for this purpose.

IN CASE NOTIFICATION BY PFANDBRIEFHOLDERS THROUGH WRITTEN NOTICE TO ISSUER IS SPECIFIED AS APPLICABLE THE FOLLOWING APPLIES:

[(4)] *Notification by Pfandbriefholders.* Notices to be given by any Pfandbriefholder to the Issuer regarding the Pfandbriefe will be validly given if delivered in writing to the Issuer **[[by hand or] registered mail] [other manner for giving notice for the Issuer]**. Any such notice shall be deemed to have been given on the day when delivered or if delivered on a day that is not a Notice Delivery Business Day or after 5:00 p. m. in the Notice Delivery Business Day Centre on a Notice Delivery Business Day, will be deemed effective on the next following Notice Delivery Business Day. The Pfandbriefholder must provide satisfactory evidence to the Issuer of its holding of Pfandbriefe which, in case of Pfandbriefe represented by a Global Security, is expected to be in the form of certification from the relevant Clearing System or the custodian with whom such Pfandbriefholder maintains a Pfandbriefe account in respect of the Pfandbriefe.

For the purposes hereof:

“Notice Delivery Business Day” means any day (other than Saturday or Sunday) on which banks and foreign exchange markets are generally open to settle payments in **[the Notice Delivery Business Day Centre]** (the **“Notice Delivery Business Day Centre”**).

§ 11

GOVERNING LAW, PLACE OF JURISDICTION AND ENFORCEMENT

- (1) *Governing Law.* The Pfandbriefe, as to form and content, and all rights and obligations of the Pfandbriefholders and the Issuer, shall be governed by German law.
- (2) *Place of Jurisdiction.* The place of jurisdiction for any action or other legal proceedings (“**Proceedings**”) shall be Frankfurt am Main.
- (3) *Enforcement.* Any Pfandbriefholder may in any Proceeding against the Issuer, or to which such Pfandbriefholder and the Issuer are parties, protect and enforce in its own name its rights arising under such Pfandbriefe on the basis of
 - (i) a statement issued by the Custodian with whom such Pfandbriefholder maintains a Pfandbriefe account in respect of the Pfandbriefe
 - (a) stating the full name and address of the Pfandbriefholder,
 - (b) specifying the aggregate principal amount of Pfandbriefe credited to such Pfandbriefe account on the date of such statement, and
 - (c) confirming that the Custodian has given written notice to the relevant Clearing System of the intention of the Pfandbriefholder to enforce claims directly which (A) contains the information pursuant to (a) and (b), (B) has been acknowledged by the Clearing System, and (C) has been returned by the Clearing System to the Custodian, and
 - (ii) a copy of the Pfandbrief in global form representing the Pfandbriefe certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the Pfandbrief in global form representing the Pfandbriefe.

For purposes of the foregoing, “**Custodian**” means any bank or other financial institution of recognised standing authorised to engage in Pfandbriefe custody business with which the Pfandbriefholder maintains a Pfandbriefe account in respect of the Pfandbriefe and includes the Clearing System. Each Noteholder may, without prejudice to the foregoing, protect and enforce its rights under these Pfandbriefe also in any other way which is admitted in the country of the Proceedings.

§ 12

LANGUAGE

[These Conditions are written in the German language [and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.]] [These Conditions are written in the English language [and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]]

Terms and Conditions for Structured Notes (Option V)

This Series of Notes (the “**Securities**”) is issued pursuant to an Agency Agreement containing the Terms and Conditions (the “**Conditions**”) of the Securities dated 26 June 2014 (as such agreement may be amended and/or supplemented and/or restated from time to time, the “**Agency Agreement**”) between, inter alia, Deutsche Bank Aktiengesellschaft (“**Deutsche Bank**” or the “**Issuer**”) and [Deutsche Bank Aktiengesellschaft] [Deutsche Bank Aktiengesellschaft acting through its London branch] as fiscal agent (the “**Fiscal Agent**”, which expression shall include any successor fiscal agent thereunder) and the other parties named therein. Copies of the Agency Agreement may be obtained free of charge at the specified office of the Fiscal Agent, at the specified office of any Paying Agent and at the head office of the Issuer.

**IN CASE OF
ENGLISH
SECURITIES THE
FOLLOWING
APPLIES:**

The Securityholders [and] [,] [Couponholders] [and] [Receiptholders] are entitled to the benefit of the Deed of Covenant (the “**Deed of Covenant**”) dated 26 June 2014 and made by the Issuer. The original of the Deed of Covenant is held by the common depository of the Clearing Systems.

**IN CASE OF
SECURITIES
GUARANTEED BY
DEUTSCHE BANK
AG, NEW YORK
BRANCH THE
FOLLOWING
APPLIES:**

The payment of all amounts payable [if the Securities are (i) physically settled or (ii) cash and/or physically settled the following applies: and/or delivery of all assets deliverable] in respect of the Securities has been guaranteed by Deutsche Bank AG, New York Branch as the guarantor (the “**Guarantor**”) pursuant to an English law deed of guarantee dated on or prior to the Issue Date (the “**Deed of Guarantee**”) executed by the Guarantor, the form of which is set out in the Agency Agreement. The original of the Deed of Guarantee will be held by the Fiscal Agent on behalf of the Securityholders, the Couponholders and the Receiptholders at its specified office.

**IF THE TERMS
AND CONDITIONS
SET OUT IN THIS
OPTION V ARE
NOT REPLICATED
AND COMPLETED
IN THE FINAL
TERMS THE
FOLLOWING
APPLIES:**

Each Tranche of Securities other than Exempt Securities (as defined below) will be the subject of final terms (each a “**Final Terms**”) and each Tranche of Exempt Securities will be the subject of a pricing supplement (each a “**Pricing Supplement**”) unless specified otherwise. Any reference in the Conditions to “Final Terms” will be deemed to include a reference to “Pricing Supplement” where relevant. The provisions of the following Conditions apply to the Securities as completed by the provisions of Part I of the applicable Final Terms or, if the Securities are neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive (an “**Exempt Security**”), as may be supplemented, replaced or modified by the applicable Pricing Supplement for the purposes of the Securities. The expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive) to the extent implemented in the relevant Member State of the European Economic Area and includes any relevant implementing measures in the relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU. The blanks in the provisions of Part I of these Conditions which are applicable to the Securities shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in such provisions; alternative or optional provisions of these Conditions as to which the corresponding provisions of the Final Terms are not

completed or are deleted shall be deemed to be deleted from these Conditions; and all provisions of these Conditions which are inapplicable to the Securities (including instructions, explanatory notes and text set out in square brackets) shall be deemed to be deleted from these Conditions, as required to give effect to the terms of the Final Terms.

**IN CASE OF
PARTLY-PAID
SECURITIES THE
FOLLOWING
APPLIES.³⁸**

These Securities are Partly-paid Securities. The Securities should not be offered, sold, transferred, pledged or delivered in the United States or to, or for the benefit of, any U.S. persons.

§ 1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) *Currency and Denomination.* This Series of Securities is issued by the Issuer [acting through its [London branch (“**Deutsche Bank AG, London Branch**”)] [Milan branch (“**Deutsche Bank AG, Milan Branch**”)] [Sydney branch (“**Deutsche Bank AG, Sydney Branch**”)] [branch in Portugal (“**Deutsche Bank AG, Sucursal em Portugal**”)] [branch in Spain (“**Deutsche Bank AG, Sucursal en España**”)] [Hong Kong branch (“**Deutsche Bank AG, Hong Kong Branch**”)] [Singapore branch (“**Deutsche Bank AG, Singapore Branch**”)] [other relevant location other than New York] branch] and is issued in [in case Specified Currency and the currency of the Specified Denomination are the same, the following applies: [Specified Currency] (the “**Specified Currency**”)] [in case the Specified Currency and the currency of the Specified Denomination are not the same, the following applies: [currency of Specified Denomination]] in the aggregate principal amount of [up to] [aggregate principal amount] (in words: [aggregate principal amount in words]) in [a] denomination[s] of [Specified Denomination[s]] (the “**Specified Denomination[s]**”) [if the Specified Currency is different from the currency of the Specified Denomination the following applies: with a specified currency of [Specified Currency] (the “**Specified Currency**”). [in case of English Securities the following applies: The “**Calculation Amount**” in respect of each Security shall be [Calculation Amount].]

(2) *Form.* The Securities are being issued in bearer form and on issue will be represented by one or more global Securities (each a “**Global Security**”).

**IN CASE OF
SECURITIES
WHICH ARE ON
ISSUE
REPRESENTED
BY A
PERMANENT
GLOBAL
SECURITY THE
FOLLOWING
APPLIES:**

(3) *Permanent Global Security.* The Securities are represented by a permanent global security (the “**Permanent Global Security**”) without interest coupons or receipts. The Permanent Global Security shall bear the signatures of two authorised signatories of the Issuer [,] [and] shall be authenticated with a control signature [in case of Global Securities in NGN form the following applies: and shall be manually signed on behalf of and by power of attorney of the Issuer by the common safekeeper (the “**Common Safekeeper**”)].

[In case that Permanent Global Security is not exchangeable for Definitive Securities the following applies: Definitive Securities and

³⁸ Only applicable in case of Exempt Securities.

interest coupons will not be issued.]

[In case that the Permanent Global Security is exchangeable in whole or in part for Definitive Securities the following applies: The Permanent Global Security will be exchangeable (free of charge), in whole or in part, for individual Securities [in the Specified Denomination[s]] in definitive form (“**Definitive Securities**”) [with coupons (“**Coupons**”) [,][and] [receipts (“**Receipts**”)] [and] [talons (“**Talons**”)] attached] upon **[in case of exchangeable on request the following applies:** not less than 60 days’ written notice from a Clearing System (acting on the instructions of any holder of an interest in the Permanent Global Security) to the Fiscal Agent as described therein] **[in case Exchange Event provisions the following applies:** the occurrence of an Exchange Event.] Definitive Securities [[and] [,] Coupons] [[and] Receipts] shall bear facsimile signatures of two authorised signatories of the Issuer and the Definitive Securities shall be authenticated with a control signature.]

[in case Exchange Event provisions the following applies: For these purposes, “**Exchange Event**” means that (i) an Event of Default (as defined in § [12]) has occurred and is continuing, (ii) the Issuer has been notified that the Clearing System(s) have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Permanent Global Security in definitive form. The Issuer will promptly give notice to Securityholders in accordance with § [[15] if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, the relevant Clearing System (acting on the instructions of any holder of an interest in such Permanent Global Security) may give notice to the Fiscal Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Fiscal Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Fiscal Agent.]

[In case that the Permanent Global Security is a Swiss Global Security the following applies: The Permanent Global Security will be exchangeable (free of charge), in whole or in part, for individual Securities [in the Specified Denomination[s]] in definitive form (“**Definitive Securities**”) [with coupons (“**Coupons**”) [,][and] [receipts (“**Receipts**”)] [and] [talons (“**Talons**”)] attached] if the Swiss Paying Agent, after consultation with the Issuer, deems the exchange into Definitive Securities to be necessary or useful, or if the presentation of Definitive Securities is required by Swiss or other applicable laws and regulations in connection with the enforcement of rights of Securityholders. Holders of Swiss Global Securities will not have the right to request delivery of Definitive Securities.]

**IF THE
SECURITIES ARE
(I) INITIALLY
REPRESENTED
BY A
TEMPORARY
GLOBAL
SECURITY WHICH
WILL BE**

- (3) *Temporary Global Security – Exchange.*
- (a) The Securities are initially represented by a temporary global security (the “**Temporary Global Security**”) without coupons or receipts. The Temporary Global Security will be exchangeable for a permanent global security (the “**Permanent Global Security**”) without interest coupons or receipts. The Temporary Global Security and the Permanent Global Security shall bear the signatures of two authorised signatories of the Issuer [,] [and] shall

EXCHANGED FOR A PERMANENT GLOBAL SECURITY; (II) GERMAN SECURITIES; AND (III) TEFRA D IS APPLICABLE THE FOLLOWING APPLIES:

each be authenticated with a control signature **[in case of Global Securities in NGN form the following applies:** and shall be manually signed on behalf of and by power of attorney of the Issuer by the common safekeeper (the “**Common Safekeeper**”). Definitive Securities and interest coupons will not be issued. **[in case of Exempt Securities insert additional provisions if applicable]**

- (b) The Temporary Global Security shall be exchanged for the Permanent Global Security on a date (the “**Exchange Date**”) not later than 180 days after the date of issue of the Temporary Global Security. The Exchange Date for such exchange will not be earlier than 40 days after the date of issue of the Temporary Global Security. Such exchange shall only be made to the extent that certifications have been delivered to the effect that the beneficial owner or owners of the Securities represented by the Temporary Global Security is not a U.S. person or are not U.S. persons (other than certain financial institutions or certain persons holding Securities through such financial institutions). **[In case of Securities other than Zero Coupon Securities the following applies:** Payment of interest on Securities represented by a Temporary Global Security will be made only after delivery of such certifications.] Any such certification received on or after the 40th day after the date of issue of the Temporary Global Security will be treated as a request to exchange such Temporary Global Security pursuant to this sub-paragraph (b) of paragraph (3). Any securities delivered in exchange for the Temporary Global Security shall be delivered only outside of the United States (as defined in § 4(3)).

IF THE SECURITIES ARE (I) INITIALLY REPRESENTED BY A TEMPORARY GLOBAL SECURITY WHICH WILL BE EXCHANGED FOR A PERMANENT GLOBAL SECURITY WHICH IS EXCHANGEABLE FOR DEFINITIVE SECURITIES ON REQUEST OR IN THE EVENT OF AN EXCHANGE EVENT; (II) ENGLISH SECURITIES; AND (III) TEFRA D APPLIES THE FOLLOWING APPLIES:

- (3) *Temporary Global Security – Exchange.*
- (a) The Securities are initially issued in the form of a temporary global security (a “**Temporary Global Security**”) without coupons or receipts. The Temporary Global Security will be exchangeable for a permanent global Security (the “**Permanent Global Security**”) without interest coupons or receipts. The Temporary Global Security shall be delivered on or prior to the original issue date of the Securities to a **[in case of Global Securities represented in NGN form the following applies:** common safekeeper (the “**Common Safekeeper**”) **[in case of Global Securities represented in CGN form the following applies:** common depositary (the “**Common Depositary**”) for the Clearing Systems. Whilst any Security is represented by a Temporary Global Security, payments of principal, interest (if any) and any other amount payable in respect of the Securities due prior to the Exchange Date (as defined below) will be made against presentation of the Temporary Global Security only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Security are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by the relevant Clearing System and the relevant Clearing System has given a like certification (based on the certifications it has received) to the Fiscal Agent.
- (b) The Temporary Global Security shall be exchangeable (free of charge) upon a request as described therein, on and after the date

(the “Exchange Date”) which is 40 days after the Temporary Global Security is issued, for interests in the Permanent Global Security against certification of beneficial ownership as described above unless such certification has already been given.

- (c) The holder of a Temporary Global Security will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification of beneficial ownership, exchange of the Temporary Global Security for an interest in the Permanent Global Security is improperly withheld or refused.
- (d) The Permanent Global Security will be exchangeable (free of charge), in whole but not in part, for individual Securities [in the Specified Denomination[s]] in definitive form (“**Definitive Securities**”) [with coupons (“**Coupons**”) [,][and] [receipts (“**Receipts**”) [and] [talons (“**Talons**”) attached] upon [in case of exchangeable on request the following applies: not less than 60 days’ written notice from a Clearing System (acting on the instructions of any holder of an interest in the Permanent Global Security) to the Fiscal Agent as described therein] [in case Exchange Event provisions apply the following applies: only upon the occurrence of an Exchange Event. For these purposes, “Exchange Event” means that (i) an Event of Default (as defined in § [12]) has occurred and is continuing, (ii) the Issuer has been notified that the Clearing Systems have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Permanent Global Security in definitive form. The Issuer will promptly give notice to Securityholders in accordance with § [[15] if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, the relevant Clearing System (acting on the instructions of any holder of an interest in such Permanent Global Security) may give notice to the Fiscal Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Fiscal Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Fiscal Agent.

**IN CASE OF
SECURITIES
INITIALLY
REPRESENTED
BY A
TEMPORARY
GLOBAL
SECURITY WHICH
WILL BE
EXCHANGED IN
WHOLE OR IN
PART FOR
DEFINITIVE**

- (3) *Temporary Global Security – Exchange.* The Securities are initially represented by a temporary global security (the “**Temporary Global Security**”) without interest coupons or receipts. The Temporary Global Security will be exchangeable for individual Securities in the Specified Denomination[s] in definitive form (“**Definitive Securities**”) [with attached interest coupons (“**Coupons**”) [and receipts (“**Receipts**”)]]. The Temporary Global Security shall bear the signatures of two authorised signatories of the Issuer [,] [and] shall be authenticated with a control signature. Definitive Securities [[and] [,] Coupons] [[and] Receipts] shall bear the facsimile signatures of two authorised signatories of the Issuer and the Definitive Securities shall be authenticated with a control signature.

**SECURITIES AND
TEFRA D APPLIES
THE FOLLOWING
APPLIES:**

- (4) *Clearing System*. [The [Temporary Global Security and the] Permanent Global Security will be [held by a common depository] [kept in custody] by or on behalf of a Clearing System until [, in case of the Permanent Global Security,] all obligations of the Issuer under the Securities have been satisfied. **“Clearing System”** means **[in case of more than one Clearing System the following applies:** each of] the following: [Clearstream Banking AG, Neue Börsenstraße 8, 60487 Frankfurt am Main, Germany (“CBF”)]³⁹ [,] [and] [Clearstream Banking, *société anonyme*, 42 Avenue JF Kennedy, 1855 Luxembourg, Luxembourg (“CBL”)] [,] [and] [Euroclear Bank S.A./N.V., Boulevard du Roi Albert II, 1210 Brussels, Belgium (“Euroclear”)] [,] [and] [SIX SIS AG, Baslerstrasse 100, 4600 Olten, Switzerland (“SIS”)] [and] **[specify other Clearing System]** and any successor in such capacity.] **[in case of Exempt Securities insert alternative provisions if applicable]**

[In case of English Securities the following applies: For so long as any of the Securities is represented by a Global Security deposited with any Clearing System or with any (common) depository or (common) safekeeper for such Clearing System(s), each person (other than the Clearing System(s)) who is for the time being shown in the records of the Clearing System(s) as the holder of a particular principal amount of such Securities (in which regard any certificate or other document issued by the Clearing System(s) as to the principal amount of such Securities standing to the account of any person shall be conclusive and binding for all purposes save in case of manifest error) shall be treated by the Issuer, the Fiscal Agent, the Paying Agent(s) and the Calculation Agent as the holder of such principal amount of such Securities for all purposes other than with respect to the payment of principal or interest on such principal amount of such Securities, for which purpose the bearer of the relevant Global Security shall be treated by the Issuer, the Fiscal Agent, the Paying Agent(s) and the Calculation Agent as the holder of such principal amount of such Securities in accordance with and subject to the terms of the relevant Global Security and the expressions **“Securityholder”** and **“holder of Securities”** and related expressions shall be construed accordingly.] **[in case of Exempt Securities insert alternative provisions if applicable]**

**IN CASE OF
SECURITIES
KEPT IN
CUSTODY ON
BEHALF OF THE
ICSDS THE
FOLLOWING
APPLIES:**

[In case of Global Securities in NGN form the following applies: The Securities are issued in new global note (“NGN”) form and are kept in custody by a Common Safekeeper on behalf of both Euroclear and CBL (each an “ICSD” and together the “ICSDs”).

[In case of Global Securities in CGN form the following applies: The Securities are issued in classic global note (“CGN”) form and are kept in custody by a common depository on behalf of both Euroclear and CBL (each an “ICSD” and together the “ICSDs”).]

- (5) *Securityholder*. **“Securityholder”** **[in case of German Securities the following applies:** means, in respect of Securities deposited with any Clearing System or other central securities depository, any holder of a

³⁹ As a general rule all issues of Securities to be listed on the Frankfurt Stock Exchange will usually have to be accepted for clearing through CBF.

proportionate co-ownership or another comparable right in the Securities so deposited] **[in case of English Securities the following applies:** means, in relation to any Securities, the holders of the Securities and shall, in relation to any Securities represented by a Global Security, be construed as provided in paragraph (4) above].

**IN CASE OF
GLOBAL
SECURITIES IN
NGN FORM THE
FOLLOWING
APPLIES:**

- (6) *Records of the ICSDs.* The principal amount of Securities represented by the Global Security shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Securities) shall be conclusive evidence of the principal amount of Securities represented by the Global Security and, for these purposes, a statement (which statement shall be made available to the bearer upon request) issued by an ICSD stating the principal amount of Securities so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Securities represented by such Global Security the Issuer shall procure that details of any redemption, payment, or purchase and cancellation (as the case may be) in respect of the Global Security shall be entered pro rata in the records of the ICSDs and, upon any such entry being made, the principal amount of the Securities recorded in the records of the ICSDs and represented by the Global Security shall be reduced by the aggregate principal amount of the Securities so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid.]

- [(7)] *References to Securities.* References in these Conditions to the "Securities" include (unless the context otherwise requires) references to any global security representing the Securities [and any Definitive Securities] **[in case of Securities issued with Coupons the following applies:** and the Coupons **[in case of Securities issued with Receipts the following applies:** and Receipts] appertaining thereto].

- [[8)] *References to Coupons.* References in these Conditions to "Coupons" include (unless the context otherwise requires) references to Talons.]

§ 2

**STATUS [IN CASE OF SECURITIES GUARANTEED BY DEUTSCHE BANK AG,
NEW YORK BRANCH THE FOLLOWING APPLIES: AND GUARANTEE]**

**IN CASE OF UN-
SUBORDINATED
SECURITIES THE
FOLLOWING
APPLIES:**

- [(1)] *Status.* The obligations under the Securities constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer except for any obligations preferred by law.

**IN CASE OF UN-
SUBORDINATED
SECURITIES
GUARANTEED BY
DEUTSCHE BANK
AG, NEW YORK
BRANCH THE**

- (2) *Guarantee.* Deutsche Bank AG, New York Branch as Guarantor has given its unconditional and irrevocable guarantee (the "**Guarantee**") for the due and punctual payment of all amounts due in respect of the Securities.

The form of the Deed of Guarantee is set out in the Agency Agreement and copies of the Deed of Guarantee may be obtained free of charge from the specified offices of the Fiscal Agent and each of the Paying Agents.

**FOLLOWING
APPLIES:**

**IN CASE OF
SUBORDINATED
SECURITIES THE
FOLLOWING
APPLIES:**

The Securities are intended to qualify as Tier 2 capital (*Ergänzungskapital*) of the Issuer.

The Securities constitute unsecured and subordinated obligations of the Issuer, ranking *pari passu* among themselves and *pari passu* with all other subordinated obligations of the Issuer, except as otherwise provided by applicable law or the terms of any such other obligations. In the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against, the Issuer, the obligations under the Securities shall be fully subordinated to the claims of other unsubordinated creditors of the Issuer so that in any such event no amounts shall be payable in respect of the Securities until the claims of such other unsubordinated creditors of the Issuer have been satisfied in full. No Securityholder may set off his claims arising under the Securities against any claims of the Issuer. No security or guarantee of whatever kind is, or shall at any time be, provided by the Issuer or any other person securing rights of the Securityholders under the Securities.

No subsequent agreement may limit the subordination pursuant to the provisions set out in this § 2 or shorten the term of the Securities or any applicable notice period. Any redemption or repurchase of the Securities prior to their scheduled maturity requires the prior consent of the competent supervisory authority of the Issuer. If the Securities are redeemed or repurchased by the Issuer otherwise than in the circumstances described in this § 2 or as a result of an early redemption pursuant to § 5(2), § 5[(4)] [or § [7](2)], then the amounts redeemed or paid must be returned to the Issuer irrespective of any agreement to the contrary unless the competent supervisory authority has given its consent to such early redemption or repurchase.

**§ 3
INTEREST**

**IN CASE OF NON-
INTEREST
BEARING
SECURITIES THE
FOLLOWING
APPLIES⁴⁰:**

[(1) *No Periodic Payments of Interest.*] There will not be any periodic payments of interest on the Securities.]

[in case of German Securities the following applies:

(2) *Late Payment on Securities.* If the Issuer shall fail to redeem the Securities when due interest shall accrue on the outstanding [principal amount] [Redemption Amount] of the Securities as from (and including) the due date for redemption to (but excluding) **[if the Securities are represented by Global Securities:** expiry of the day preceding the day of the actual redemption of the Securities at the default rate of interest established by law⁴¹] **[if the Securities are represented by Definitive Securities:** expiry of the day preceding the day of the actual redemption of such Security, but not beyond the fourteenth day after notice has been given by the Fiscal Agent in accordance with § [15] that the funds required for redemption have been provided to the Fiscal Agent unless such failure to redeem is for reasons beyond the Issuer's responsibility. The Rate of Interest will be the

⁴⁰ The following optional sub-paragraphs of this § 3 do not apply to non-interest bearing Securities.

⁴¹ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 German Civil Code (*Bürgerliches Gesetzbuch*) and does not preclude claims for damages if these are higher.

default rate of interest established by law⁴².]

IN CASE OF INTEREST BEARING SECURITIES ISSUED BY DEUTSCHE BANK AG, LONDON BRANCH WHICH MAY BE REDEEMED FOR VALUE WHICH IS LESS THAN PAR THE FOLLOWING APPLIES:

Amounts described herein as being payable by way of interest are consideration both for the use of the principal subscribed for the Securities and compensation in recognition that the value for which the Securities may be redeemed may be less than the principal subscribed.

IN CASE OF SECURITIES WITH FIXED INTEREST AND WITHOUT INTEREST SWITCH THE FOLLOWING APPLIES:

- (1) *Rate of Interest and Interest Periods.*
- (a) Each Security bears interest **[in case of Partly-paid Security the following applies:**⁴³ on the amount paid up] from (and including) the **[Interest Commencement Date]** (the **"Interest Commencement Date"**) at **[the rate per annum equal to the Rate(s) of Interest with a description of the relevant rate applying to each Interest Period]** ([the] [each a] **"Rate of Interest"**). Interest will accrue in respect of each Interest Period.
- (b) **"Interest Period"** means the period from (and including) the Interest Commencement Date to (but excluding) the first **[if interest period(s) end on Interest Payment Date(s) the following applies:** Interest Payment Date and thereafter from (and including) each Interest Payment Date to (but excluding) the next following Interest Payment Date] **[if interest period(s) end on Interest Period End Date(s) the following applies:** Interest Period End Date and thereafter from (and including) each Interest Period End Date to (but excluding) the next following Interest Period End Date (each such latter date the **"Interest Period End Final Date"** for the relevant Interest Period)].

["Interest Period End Date" means **[Interest Period End Dates]**.

[in case Interest Periods are adjusted the following applies: If there is no numerically corresponding day on the calendar month in which an **[Interest Payment Date]** **[Interest Period End Date]** should occur or if any **[Interest Payment Date]** **[Interest Period End Date]** would otherwise fall on a day which is not a Business Day, then, **[in case of the Following Business Day Convention the following applies:** such **[Interest Period End Date]** **[Interest Payment Date]** shall be postponed to the next day which is a Business Day] **[in case of the Modified Following Business Day Convention the following applies:** such **[Interest Payment Date]** **[Interest Period End Date]** shall be postponed to the next day

⁴² The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 German Civil Code (*Bürgerliches Gesetzbuch*) and does not preclude claims for damages if these are higher.

⁴³ Only applicable in case of Exempt Securities.

which is a Business Day unless it would thereby fall into the next calendar month, in which event such [Interest Payment Date] [Interest Period End Date] shall be brought forward to the immediately preceding Business Day] **[in case of the Preceding Business Day Convention the following applies:** such [Interest Payment Date] [Interest Period End Date] shall be brought forward to the immediately preceding Business Day.]

(c) **“Business Day”** means a day (other than Saturday or Sunday) on which **commercial** banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in **[all relevant financial centres] [in case the Specified Currency is Euro the following applies:** and the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open].

(2) *Interest Payment Dates.* Interest will be payable in arrear on **[[Interest Payment Date(s)]** in each year up to (and including) the Maturity Date (as defined in § 5(1)) **[the [●] Business Day following each Interest Period End Date] [Interest Payment Date(s)]** (each such date, an **“Interest Payment Date”**). **[where an Interest Payment Date falls after the Interest Period End Final Date in respect of an Interest Period the following applies:** No additional interest or other amount shall be payable as a result of the interest in respect of an Interest Period being payable after the Interest Period End Final Date for such period.]

(3) *Accrual of Interest.* Each Security shall cease to bear interest from the expiry of the day preceding the day on which it is due for redemption, unless **[if the Securities are cash settled: payment of principal] [if the Securities are (i) physically settled or (ii) cash settled and/or physically settled: [and/or] delivery of all assets deliverable]** is improperly withheld or refused. If the Issuer shall fail to redeem each Security when due, interest shall continue to accrue on the outstanding principal amount of such Security from (and including) the due date for redemption until (but excluding) the **[in case of German Securities the following applies:** expiry of the day preceding the day of the actual redemption of the Securities at the default rate of interest established by law⁴⁴.] **[in case of English Securities the following applies:** earlier of (i) the date on which **[if the Securities are cash settled: all amounts due in respect of such Security have been paid] [if the Securities are (i) physically settled or (ii) cash and/or physically settled: [and/or] all assets deliverable in respect of such Security have been delivered]**, and (ii) five days after the date on which **[if the Securities are cash settled: [the full amount of the moneys payable in respect of such Security has been received by the Fiscal Agent] [if the Securities are (i) physically settled or (ii) cash and/or physically settled: [and/or] all assets in respect of such Security have been received by an agent appointed by the Issuer to deliver such assets to Securityholders and notice to that effect has been given to the Securityholders in accordance with § [15]], at the Rate of Interest [applicable in respect of the last occurring Interest Period.]**

(4) *Interest Amount.* **[in case Interest Periods are unadjusted the following applies:** The amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on (but excluding) [such Interest

⁴⁴ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288(1), 247 German Civil Code (*Bürgerliches Gesetzbuch*) and does not preclude claims for damages if these are higher.

Payment Date] [the Interest Period End Final Date in respect of such Interest Period], will amount to **[Fixed Coupon Amount]** (the “**Fixed Coupon Amount**”) [if there are any Broken Amounts the following applies: provided that the interest amount payable on **[Interest Payment Date for initial broken interest amount]** will amount to **[initial broken interest amount]**] [and the interest amount payable on] **[Interest Payment Date for final broken interest amount]** will amount to **[final broken interest amount]** per [in case of German Securities the following applies: Security in a denomination of **[Specified Denomination]**][in case of English the following applies: Calculation Amount.]

If Interest is required to be calculated for a period other than an Interest Period, the amount of interest payable in respect of [in case the Clearing System is Euroclear and/or CBL the following applies, unless specified otherwise in the Final Terms: [in case of German Securities the following applies: each Specified Denomination][in case of English Securities the following applies: the Calculation Amount]] [if the Clearing System is CBF, unless specified otherwise in the Final Terms the following applies: the aggregate outstanding principal amount] for such period shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to [in case the Clearing System is Euroclear and/or CBL, unless specified otherwise in the Final Terms the following applies: [in case of German Securities the following applies: the Specified Denomination] [in case of English Securities the following applies: the Calculation Amount.]] [in case the Clearing System is CBF the following applies, unless specified otherwise in the Final Terms: the aggregate outstanding principal amount of the Securities represented by the Global Security] [in case of English Securities represented by Definitive Securities the following applies: the Calculation Amount] and rounding the resultant figure to the nearest [sub-unit] [in case of Japanese Yen the following applies: unit] of the Specified Currency, with 0.5 of a [sub-unit][unit] being rounded upwards or otherwise in accordance with applicable market convention.]

[in case Interest Periods are adjusted the following applies: The amount of interest payable in respect of [in case the Clearing System is Euroclear and/or CBL the following applies, unless specified otherwise in the Final Terms: [in case of German Securities the following applies: each Specified Denomination] [in case of English Securities the following applies: the Calculation Amount]] [in case the Clearing System is CBF the following applies, unless specified otherwise in the Final Terms: the aggregate outstanding principal amount] for the relevant Interest Period shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to [in case the Clearing System is Euroclear and/or CBL the following applies, unless specified otherwise in the Final Terms: the Specified Denomination][in case the Clearing System is CBF the following applies, unless specified otherwise in the Final Terms: the aggregate outstanding principal amount of the Securities represented by the Global Security] [in case of English Securities represented by Definitive Securities the following applies: **[Calculation Amount]** (the “**Calculation Amount**”), and rounding the resultant figure to the nearest [sub-unit][in case of Japanese Yen the following applies: unit] of the Specified Currency, with 0.5 of a [sub-unit][unit] being rounded upwards or otherwise in accordance with applicable market convention.]

IN CASE OF

(1) *Interest.* Each Security bears interest [*in case of Partly-paid Security the*

**FLOATING RATE
OR OTHER
VARIABLE RATE
SECURITIES
WHERE AN
INTEREST
SWITCH DOES
NOT APPLY THE
FOLLOWING
APPLIES:**

following applies:⁴⁵ on the amount paid up] from (and including) **[Interest Commencement Date]** (the “**Interest Commencement Date**”) calculated as provided below **[in case of TARN Securities including a cap:**, provided that the total amount of interest payable on each Security (the “**Total Interest Amount**”) shall not be more than the Target Interest (as defined in § 5(4)) as more fully described in paragraph (3)]. Interest will accrue in respect of each Interest Period.

- (2) **Interest Payment Dates.** Interest will be payable in arrear on **[[the Interest Payment Date(s)]** in each year up to (and including) the Maturity Date (as defined in § 5(1)) **[the [●] Business Day following each Interest Period End Date] [Interest Payment Date(s)]** (each such date, an “**Interest Payment Date**”). **[where an Interest Payment Date falls after the Interest Period End Final Date in respect of an Interest Period:** No additional interest or other amount shall be payable as a result of the interest in respect of an Interest Period being payable after the Interest Period End Final Date for such period.]
- (3) **Interest Amount.** The amount of interest (each an “**Interest Amount**”) payable in respect of **[if the Clearing System is Euroclear and/or CBL, unless specified otherwise in the Final Terms:** each Specified Denomination] **[if the Clearing System is CBF, unless specified otherwise in the Final Terms:** the aggregate outstanding principal amount] for an Interest Period shall be an amount calculated by the **[Calculation] [Fiscal] Agent** equal to the product of (a) **[if the Clearing System is Euroclear and/or CBL, unless specified otherwise in the Final Terms:** the Specified Denomination] **[if the Clearing System is CBF, unless specified otherwise in the Final Terms:** the aggregate outstanding principal amount of the Securities represented by the Global Security] **[in case of English Securities represented by Definitive Securities: [Calculation Amount]** (the “**Calculation Amount**”) **[●]**, (b) the Rate of Interest and (c) the Day Count Fraction, in each case for such Interest Period, such amount to be rounded to the nearest **[sub-unit] [in case of Japanese Yen: unit]** of the Specified Currency, with 0.5 of a **[sub-unit] [unit]** being rounded upwards. **[in case of TARN Securities including a cap the following applies:** If the Interest Amount in respect of a Security and an Interest Period would, but for the operation of paragraph (1), cause the Total Interest Amount to exceed the Target Interest, the Interest Amount for such Interest Period shall be reduced to an amount equal to the Target Interest less the Total Interest Amount in respect of the immediately preceding Interest Period.] **[in case of TARN Securities without a cap the following applies:** The Interest Amount will not be reduced if the Target Interest is reached or exceeded.] **[in case of English Securities represented by Definitive Securities:** Where the Specified Denomination is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Security shall be the product of the amount for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.]]
- (4) **Rate of Interest.** **[Subject to [paragraph (5)] below, t] [T]he rate of interest (the “Rate of Interest”)** for each Interest Period shall be

⁴⁵ Only applicable in case of Exempt Securities.

**IN CASE OF
SECURITIES WITH
INTEREST
SWITCH THE
FOLLOWING
APPLIES**

(1) *Determination of Interest and Interest Periods.* Each Security bears interest [*in case of Partly-paid Security the following applies:*⁴⁶ on the amount paid up] from (and including) the [Interest Commencement Date] (the “Interest Commencement Date”) to, but excluding, [Interest Rate Change Date] (the “Interest Rate Change Date”) at the [Rate of Interest I]. Each Security bears interest [*in case of a Partly-paid Security the following applies:*⁴⁷ on the amount paid up] from (and including) the Interest Rate Change Date at the [Rate of Interest II].

“Rate of Interest I” means [[●] per cent. *per annum*] [the Reference Rate] [the Reference Rate I] [equity or index linked interest as set out below] [inflation linked interest as set out below] [alternative interest rate]⁴⁸

“Rate of Interest II” means [[●] per cent. *per annum*] [the Reference Rate II] [equity or index linked interest as set out below] [inflation linked interest as set out below] [alternative interest rate]⁴⁹

Interest will accrue in respect of each Rate of Interest I Period and each Rate of Interest II Period and each such period will be an Interest Period.

“Rate of Interest I Period” means the period from (and including) the Interest Commencement Date to (but excluding) the first [if Rate of Interest I Period(s) end on Interest Payment Date(s) the following applies: Interest Payment Date and thereafter from (and including) each Interest Payment Date to (but excluding) the next following Interest Payment Date until (but excluding) the Interest Rate Change Date] [if Rate of Interest I Period(s) end on Interest Period End Dates the following applies: Interest Period End Date and thereafter from (and including) each Interest Period End Date to (but excluding) the next following Interest Period End Date (each such later date the “Interest Period End Final Date” for the relevant Interest Period) until (but excluding) the Interest Rate Change Date.] [if Rate of Interest I Period(s) are adjusted the following applies: If there is no numerically corresponding day on the calendar month in which an [Interest Payment Date] [Interest Period End Date] should occur or if any [Interest Payment Date] [Interest Period End Date] would otherwise fall on a day which is not a Business Day, then, [in case of the Following Business Day Convention the following applies: such [Interest Period End Date] [Interest Payment Date] shall be postponed to the next day which is a Business Day] [in case of the Modified Following Business Day Convention the following applies: such [Interest Payment Date] [Interest Period End Date] shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such [Interest Payment Date] [Interest Period End Date] shall be brought forward to the immediately preceding Business Day] [in case of the Preceding Business Day Convention the following applies: such [Interest Payment Date] [Interest Period End Date] shall be brought forward to the immediately preceding Business Day.]]

“Rate of Interest II Period” means the period from (and including) the Interest Rate Change Date to (but excluding) the first following [if Rate of Interest II Period(s) end on Interest Payment Date(s) the following applies: Interest Payment Date and thereafter from (and including) each Interest Payment Date to (but excluding) the next following Interest Payment Date] [if Rate of Interest II Period(s) end on Interest Period

⁴⁶ Only applicable in case of Exempt Securities.

⁴⁷ Only applicable in case of Exempt Securities.

⁴⁸ Only applicable in case of Exempt Securities.

⁴⁹ Only applicable in case of Exempt Securities.

End Date(s) the following applies: Interest Period End Date and thereafter from (and including) each Interest Period End Date to (but excluding) the next following Interest Period End Date (each such latter date the “**Interest Period End Final Date**” for the relevant Interest Period)].

["**Interest Period End Date**” means [**Interest Period End Dates**].]

- (2) *Interest Payment Dates.* Interest will be payable in arrear on **[[Interest Payment Date(s)]** in each year up to (and including) the Maturity Date (as defined in § 5(1)) [the [●] Business Day following each Interest Period End Date] **[Interest Payment Date(s)]** (each such date, an “**Interest Payment Date**”). **[where an Interest Payment Date falls after the Interest Period End Final Date in respect of an Interest Period the following applies:** No additional interest or other amount shall be payable as a result of the interest in respect of an Interest Period being payable after the Interest Period End Final Date for such period.]
- (3) *Accrual of Interest.* Each Security shall cease to bear interest from the expiry of the day preceding the day on which it is due for redemption, unless **[Insert if the Securities are cash settled: payment of principal] [insert if the Securities are (i) physically settled or (ii) cash settled and/or physically settled: [and/or] delivery of all assets deliverable]** is improperly withheld or refused. If the Issuer shall fail to redeem each Security when due, interest shall continue to accrue on the outstanding principal amount of such Security from (and including) the due date for redemption until (but excluding) the **[in case of German Securities the following applies:** expiry of the day preceding the day of the actual redemption of the Securities at the default rate of interest established by law⁵⁰.] **[in case of English Securities the following applies:** earlier of (i) the date on which **[insert if the Securities are cash settled: all amounts due in respect of such Security have been paid] [insert if the Securities are (i) physically settled or (ii) cash and/or physically settled: [and/or] all assets deliverable in respect of such Security have been delivered]**, and (ii) five days after the date on which **[insert if the Securities are cash settled: [the full amount of the moneys payable in respect of such Security has been received by the Fiscal Agent] [insert if the Securities are (i) physically settled or (ii) cash and/or physically settled: [and/or] all assets in respect of such Security have been received by an agent appointed by the Issuer to deliver such assets to Securityholders and notice to that effect has been given to the Securityholders in accordance with § [15]], at the Rate of Interest [applicable in respect of the last occurring Interest Period.]**
- (4) *Interest Amount.*
- (a) The amount of interest payable on each Interest Payment Date in respect of a Rate of Interest I Period will amount in respect of **[if the Clearing System is Euroclear and/or CBL the following applies, unless specified otherwise in the Final Terms: [in case of German Securities the following applies: each Specified Denomination][in case of English Securities the following applies: the Calculation Amount]] [if the Clearing System is CBF, unless specified otherwise in the Final Terms the following applies: the aggregate outstanding principal**

⁵⁰ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288(1), 247 German Civil Code (*Bürgerliches Gesetzbuch*) and does not preclude claims for damages if these are higher.

amount] to an amount calculated by applying the Rate of Interest I and the Day Count Fraction I (as defined below) to **[in case the Clearing System is Euroclear and/or CBL the following applies, unless specified otherwise in the Final Terms: [in case of German Securities the following applies: the Specified Denomination] [in case of English Securities the following applies: the Calculation Amount.]] [in case the Clearing System is CBF the following applies, unless specified otherwise in the Final Terms: the aggregate outstanding principal amount of the Securities represented by the Global Security] [in case of English Securities represented by Definitive Securities the following applies: the Calculation Amount]** and rounding the resultant figure to the nearest [sub-unit] **[in case of Japanese Yen the following applies: unit]** of the Specified Currency, with 0.5 of a [sub-unit][unit] being rounded upwards or otherwise in accordance with applicable market convention.]

Day Count Fraction I means, in respect of a Rate of Interest I Period: **[definition of Actual/Actual (ICMA Rule 251) as set out under paragraph (●) below] [definition of Actual/365 (Fixed) as set out under paragraph (●) below] [definition of Actual/365 (Sterling) as set out under paragraph (●) below] [definition of Actual/360 as set out under paragraph (●) below] [definition of 30/360 or 360/360 or Bond Basis as set out under paragraph (●) below] [definition of 30E/360 or Eurobond Basis as set out under paragraph (●) below] [definition of Actual/Actual or Actual/Actual (ISDA) as set out under paragraph (●) below] [definition of 30E/360 (ISDA) as set out under paragraph (●) below].**

- (b) The amount of interest payable on each Interest Payment Date in respect of a Rate of Interest II Period will amount in respect of **[if the Clearing System is Euroclear and/or CBL the following applies, unless specified otherwise in the Final Terms: [in case of German Securities the following applies: each Specified Denomination][in case of English Securities the following applies: the Calculation Amount]] [if the Clearing System is CBF, unless specified otherwise in the Final Terms the following applies: the aggregate outstanding principal amount]** to an amount calculated by applying the Rate of Interest II and the Day Count Fraction II (as defined below) to **[in case the Clearing System is Euroclear and/or CBL the following applies, unless specified otherwise in the Final Terms: [in case of German Securities the following applies: the Specified Denomination] [in case of English Securities the following applies: the Calculation Amount.]] [in case the Clearing System is CBF the following applies, unless specified otherwise in the Final Terms: the aggregate outstanding principal amount of the Securities represented by the Global Security] [in case of English Securities represented by Definitive Securities the following applies: the Calculation Amount]** and rounding the resultant figure to the nearest [sub-unit] **[in case of Japanese Yen the following applies: unit]** of the Specified Currency, with 0.5 of a [sub-unit][unit] being rounded upwards or otherwise in accordance with applicable market convention.]

Day Count Fraction II means, in respect of a Rate of Interest II Period:

[Day Count Fraction I] [definition of Actual/Actual (ICMA Rule 251) as set out under paragraph (●) below] [definition of Actual/365 (Fixed) as set out under paragraph (●) below] [definition of Actual/365 (Sterling) as set out under paragraph (●) below] [definition of Actual/360 as set out under paragraph (●) below] [definition of 30/360 or 360/360 or Bond Basis as set out under paragraph (●) below] [definition of 30E/360 or Eurobond Basis as set out under paragraph (●) below] [definition of Actual/Actual or Actual/Actual (ISDA) as set out under paragraph (●) below] [definition of 30E/360 (ISDA) as set out under paragraph (●) below].

**IN CASE OF
FLOATING RATE
INTEREST
SECURITIES
BEARING
INTEREST AT THE
REFERENCE
RATE WITHOUT
INTEREST
SWITCH THE
FOLLOWING
APPLIES:**

the Reference Rate.

[in case the Reference Rate refers to Euribor or Libor and there is a short or long first Interest Period and if interpolation is applicable, the following applies: The Floating Rate included in the calculation of the applicable Reference Rate for the Interest Period from the Interest Commencement Date (including) to the first [Interest Payment Date] [Interest Period End Date] (excluding) (being the first Interest Period) shall be determined by the Calculation Agent by linear interpolation between the rate that would be determined in accordance with the "Floating Rate" definition were the Designated Maturity the First Interpolation Period and the rate that would be determined in accordance with the "Floating Rate" definition were the Designated Maturity the Second Interpolation Period. For purpose of the interpolation the specifications made regarding the Floating Rate in paragraph [(10)] shall apply but excluding the details regarding the Designated Maturity for which the specifications made in this sub-paragraph shall apply.]

[in case the Reference Rate refers to Euribor or Libor and there is a short or long last Interest Period and interpolation is applicable, the following applies:

The Floating Rate included in the calculation of the applicable Reference Rate for the Interest Period from the [Interest Payment Date] [Interest Period End Date] preceding the Maturity Date (including) to the Maturity Date (as defined in § 5(1)) (excluding) (being the last Interest Period) shall be determined by the Calculation Agent by linear interpolation between the rate that would be determined in accordance with the "Floating Rate" definition were the Designated Maturity the First Interpolation Period and the rate that would be determined in accordance with the "Floating Rate" definition were the Designated Maturity the Second Interpolation Period. For purpose of the interpolation the specifications made regarding the Floating Rate in paragraph [(10)] shall apply but excluding the details regarding the Designated Maturity for which the specifications made in this sub-paragraph shall apply.]

**IN CASE OF
SECURITIES WITH
A FORMULA FOR
CALCULATING
RATE OF
INTEREST THE
FOLLOWING**

calculated [by the Calculation Agent] in accordance with the following formula: [●]

APPLIES⁵¹:

**IN CASE OF
EQUITY OR INDEX
LINKED
INTEREST
SECURITIES THE
FOLLOWING
APPLIES:**

[in case of Securities with one or more fixed rate interest periods the following applies:

- (a) in case of [each] [the [●]] Interest Period [from and including [●] to but excluding [●]] [and] [the [●] Interest Period[s]], [interest rate] per cent. per annum[[,] [and] in case of [the [●]] Interest Period [and] [the [●] Interest Period[s]], [interest rate] per cent. per annum;] [and] [additional Interest Periods as appropriate]
- (b) in case of each [in case of Securities with a fixed initial interest rate: subsequent] [in case of Securities with non-initial periods with a fixed interest rate: other] Interest Period the product of (i) the Performance in respect of the relevant Interest Period and (ii) the Participation Rate.

“Performance” in respect of an Interest Period shall be a rate (expressed as a percentage per annum) [which may never be less than zero] equal to (i) the quotient of [(x)] the Determination Price on [the Underlying Determination Date for such Interest Period] [●] (as numerator) [(y)] [the Initial Price] [and in case of each subsequent Interest Period,] [the Determination Price for the immediately preceding Interest Period] [●] (as denominator) (ii) [less one to [five] [alternative number] decimal places [(without being rounded upwards or downwards))] [alternative rounding provision].

[If the Rate of Interest is determined by reference to the Determination Price of the preceding Interest Period the following applies:

$$\text{Rate of Interest}_i \equiv \text{PR} * \left[\text{abs} \left(\frac{[\text{Underlying Equity}][\text{Index}]_i}{[\text{Underlying Equity}][\text{Index}]_{i-1}} - 1 \right) \right]$$

[If the Rate of Interest is determined by reference to the Initial Price the following applies:

$$\text{Rate of Interest}_i \equiv \text{PR} * \left[\text{abs} \left(\frac{[\text{Underlying Equity}][\text{Index}]_i}{[\text{Underlying Equity}][\text{Index}]_{i-1}} - 1 \right) \right]$$

where:

$i = (1, 2, [●]) =$ the relevant Interest Period

PR = Participation Rate.

[Underlying Equity][Index]_i = Determination Price on the Underlying Determination Date in respect of Interest Period _i

[Underlying Equity][Index]_{i-1} = Determination Price on the Underlying Determination Date in respect of the Interest Period _{i-1}

⁵¹ Only applicable in case of Exempt Securities

“Participation Rate” means [●] per cent.

[If the Rate of Interest is determined by reference to the Determination Price of the preceding Interest Period the following applies: [Underlying Equity][Index]₀ = Initial Price].]

IN CASE OF
INFLATION
LINKED
INTEREST
SECURITIES THE
FOLLOWING
APPLIES:

[the product of (a) the Participation and (b) the Inflation Rate in respect of such Interest Period [in case of a Margin the following applies: [plus] [minus] [-] [+] [●] per cent. (the “Margin”)].

“Final Inflation Index Level” means, in respect of an Interest Period and subject as provided in § [8], the level of the Inflation Index reported for the Reference Month falling 3 calendar months immediately preceding the month in which the Interest Payment Date in respect of such Interest Period falls as determined by the Calculation Agent, without regard to any subsequently published revision or correction.

“Inflation Rate” means, in respect of an Interest Period, a rate (expressed as a percentage) calculated by the Calculation Agent equal to (a) the quotient of (i) the Final Inflation Index Level (as numerator) and (ii) the Initial Inflation Index Level (as denominator), in each case in respect of such Interest Period minus (b) one.

“Initial Inflation Index Level” means, in respect of an Interest Period and subject as provided in § [8], the level of the Inflation Index reported for the Reference Month falling 15 calendar months immediately preceding the month in which the Interest Payment Date in respect of such Interest Period falls as determined by the Calculation Agent, without regard to any subsequently published revision or correction.

“Participation” means [●] per cent.

IN CASE OF
COMMODITY
LINKED
INTEREST
SECURITIES THE
FOLLOWING
APPLIES.⁵²

[●]

IN CASE OF FUND
LINKED
INTEREST
SECURITIES THE
FOLLOWING
APPLIES.⁵³

[●]

IN CASE OF
CURRENCY
LINKED

[●]

⁵² Only applicable in case of Exempt Securities

⁵³ Only applicable in case of Exempt Securities

**INTEREST
SECURITIES THE
FOLLOWING
APPLIES:⁵⁴**

**THE FOLLOWING
APPLIES IF
MINIMUM AND/OR
MAXIMUM RATE
OF INTEREST IS
SPECIFIED TO BE
APPLICABLE:**

[(5)] [Minimum] [and] [Maximum] Rate of Interest.

[If Minimum Rate of Interest applies the following applies: If the Rate of Interest [I] [II] in respect of any Interest Period determined in accordance with the above provisions is less than the Minimum Rate of Interest, the Rate of Interest for such Interest Period shall equal the Minimum Rate of Interest. The Minimum Rate of Interest is [●] [calculated by the Calculation Agent in accordance with the following formula: [●]].]

[If Maximum Rate of Interest applies the following applies: If the Rate of Interest [I] [II] in respect of any Interest Period determined in accordance with the above provisions is greater than the Maximum Rate of Interest, the Rate of Interest for such Interest Period shall equal the Maximum Rate of Interest. The Maximum Rate of Interest is [●] [calculated by the Calculation Agent in accordance with the following formula: [●]].]

**THE FOLLOWING
APPLIES TO
SECURITIES WITH
FLOATING RATE
OR VARIABLE
INTEREST
INCLUDING
SECURITIES WITH
INTEREST
SWITCH:**

[(6)] *Calculations and Determinations.* Unless otherwise specified in this § 3, all calculations and determinations made pursuant to this § 3 shall be made by the [Calculation Agent] [Fiscal Agent] [other]. The [Calculation Agent] [Fiscal Agent] [other] will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest.

[(7)] *Notification of Rate of Interest and Interest Amount.* The Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period to be notified to the Issuer **[in case of Securities which are admitted to trading on the Luxembourg Stock Exchange's regulated market or listed on the Official List of the Luxembourg Stock Exchange the following applies:**, the Paying Agent] and to the Securityholders in accordance with § [15] and if required by the rules of any stock exchange on which the Securities are from time to time admitted to trading or listed, to such stock exchange, as soon as possible after their determination, but in no event later than the [fourth Business Day] [other] thereafter. Each Interest Amount so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to any relevant Clearing System, any stock exchange on which the Securities are then admitted to trading or listed **[in case of Securities which are admitted to trading on the Luxembourg Stock Exchange's regulated market or listed on the Official List of the Luxembourg Stock Exchange the following applies:**, the Paying Agent] and to the Securityholders in accordance with § [15].

[(8)] *Determinations Binding.* All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 3 by the

⁵⁴ Only applicable in case of Exempt Securities

Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent, the Paying Agents and the Securityholders.

- [(9)] *Accrual of Interest.* Each Security shall cease to bear interest from the expiry of the day preceding the day on which it is due for redemption, unless payment of principal **[the following applies if the Securities are (i) physically settled or (ii) cash and physically settled: [and/or] delivery of all assets deliverable]** is improperly withheld or refused. If the Issuer shall fail to redeem each Security when due, interest shall continue to accrue on the outstanding principal amount of such Security from (and including) the due date for redemption until (but excluding) the **[the following applies in case of German Securities: expiry of the day preceding the day of the actual redemption of the Securities at the default rate of interest established by law⁵⁵.] [in case of English Securities: earlier of (i) the date on which all amounts due in respect of such Security have been paid [if the Securities are (i) physically settled or (ii) cash and/or physically settled: [and/or] all assets deliverable in respect of such Security have been delivered], and (ii) five days after the date on which the full amount of the moneys payable in respect of such Security has been received by the Fiscal Agent [if the Securities are (i) physically settled or (ii) cash and/or physically settled: [and/or] all assets in respect of such Security have been received by an agent appointed by the Issuer to deliver such assets to Securityholders and notice to that effect has been given to the Securityholders in accordance with § [15]] at the Rate of Interest [applicable in respect of the last occurring Interest Period.]**

**THE FOLLOWING
APPLIES TO ALL
INTEREST
BEARING
SECURITIES:**

- [(5)][(10)] *Definitions.* For the purposes of this Conditions the following definitions apply:

“**Business Day**” means a day (other than Saturday or Sunday) on which [commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in **[all relevant financial centres] [if the Specified Currency is Euro: and] the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open].**

“**Day Count Fraction**” means, in respect of an Interest Period,

[In case of actual/actual (ICMA Rule 251) the following applies:

- [(a)] in case of Securities where the number of days in the Accrual Period is equal to or shorter than the Determination Period during which the relevant Accrual Period ends, the number of days in the Accrual Period divided by the product of (1) the number of days in the Determination Period and (2) the number of Determination Period Dates that would occur in one calendar year; and
- (b) in case of Securities where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
- (i) the number of days in the Accrual Period falling in the Determination Period in which the Accrual Period begins

⁵⁵ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 German Civil Code (*Bürgerliches Gesetzbuch*) and does not preclude claims for damages if these are higher.

divided by the product of (x) the number of days in the Determination Period and (y) the number of Determination Period Dates that would occur in one calendar year; and

- (ii) the number of days in the Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in the Determination Period and (y) the number of Determination Period Dates that would occur in one calendar year.]

[In case of German Securities where the alternative above does not apply and there is one annual interest period, the following applies and (a) and (b) above do not apply: the actual number of days in the Accrual Period divided by the actual number of days in the respective interest year.]

[In case of German Securities where the first alternative above does not apply and two or more constant Interest Periods within an interest year apply the following applies and (a) and (b) above do not apply: the actual number of days in the Accrual Period divided by the product of the number of days in the Determination Period and the number of Determination Period Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year.]

[In case of first/last short or long Interest Periods the following applies: appropriate Actual/Actual (ICMA Rule 251) calculation method]

“Accrual Period” means the period from (and including) the most recent [Interest Payment Date] [Interest Period End Date] (or, if none, the Interest Commencement Date) to (but excluding) the relevant [Interest Payment Date] [Interest Period End Date].

“Determination Period” means the period from (and including) [Determination Period Dates] to (but excluding) [next Determination Period Date (including, where either the Interest Commencement Date or the Interest Payment Date/Interest Period End Date is not a Determination Period Date, the period commencing on the first Determination Period Date prior to, and ending on the first Determination Period Date falling after, such date)].]

[In case of actual/365 (fixed) the following applies:

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

[In case of actual/365 (sterling) the following applies:

the actual number of days in the Interest Period divided by 365 or, in case of an [Interest Payment Date] [Interest Period End Date] falling in a leap year, 366.]

[In case of actual/360 the following applies:

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

[In case of 30/360, 360/360 or bond basis the following applies:

the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

where:

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

“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 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 case of 30e/360 or eurobond basis the following applies:

the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

where:

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

“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, in

which case D_2 will be 30.]

[In case of actual/actual or actual/actual (ISDA) the following applies:

the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365).]

[In case of 30e/360 (ISDA) the following applies:

the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

where:

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

“ Y_1 ” is the year, expressed as a number, in which the first day of the Interest Period falls;

“ Y_2 ” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“ M_1 ” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“ M_2 ” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“ D_1 ” 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 D_1 will be 30; and

“ D_2 ” 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 Maturity Date or (ii) such number would be 31, in which case D_2 will be 30.]

THE FOLLOWING APPLIES TO SECURITIES WITH FLOATING RATE OR VARIABLE INTEREST INCLUDING SECURITIES WITH INTEREST SWITCH:

[If Reference Rate is EURIBOR/LIBOR the following applies: “Designated Maturity” means [●].]

[In case of Range Accrual Securities the following applies: “Determination Dates” shall be the number of [Business Days] [calendar days] in the relevant Interest Accumulation Period.]

[If Reference Rate is EURIBOR/LIBOR and interpolation applies the following applies: “First Interpolation Period” means [●].]

[“Interest Determination Day” means the [second] [other applicable number of days: [●]] [TARGET2] [London] [other relevant location: [●]] Business Day [prior to the commencement of] [following] the relevant

Interest Period.]

“**Interest Period**” means the period from (and including) the Interest Commencement Date to (but excluding) the first **[if interest period(s) end on Interest Payment Date(s): Interest Payment Date and thereafter from (and including) each Interest Payment Date to (but excluding) the next following Interest Payment Date]** **[the following applies if interest period(s) end on Interest Period End Date(s): Interest Period End Date and thereafter from (and including) an Interest Period End Date to (but excluding) the next following Interest Period End Date (each such later date the “Interest Period End Final Date” for the relevant Interest Period)]**.

[if Interest Periods are adjusted: If there is no numerically corresponding day of the calendar month in which an [Interest Payment Date] [Interest Period End Date] should occur or if any [Interest Payment Date] [Interest Period End Date] would otherwise fall on a day which is not a Business Day, then, **[if the Following Business Day Convention applies:** such [Interest Payment Date] [Interest Period End Date] shall be postponed to the next day which is a Business Day] **[if the Modified Following Business Day Convention applies:** such [Interest Payment Date] [Interest Period End Date] shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such [Interest Payment Date] [Interest Period End Date] shall be brought forward to the immediately preceding Business Day] **[if the Preceding Business Day Convention applies:** such [Interest Payment Date] [Interest Period End Date] shall be brought forward to the immediately preceding Business Day.]

[If interest period(s) end on Interest Period End Date(s): “Interest Period End Date” means [Interest Period End Dates].]

[In case of Range Accrual Securities the following applies: “Interest Range” [means [●]] [for each Interest Period is as set out below: [●]].]

[In case of Range Accrual Securities the following applies: “Interest Range Dates” means, in respect of an Interest Period, the number of [calendar days] [Business Days] on which the Reference Rate in the relevant Interest Accumulation Period in respect of such Interest Period is determined not to fall outside the Interest Range, provided that the upper or the lower limits of the Interest Range shall be deemed to be within the Interest Range. [in case of calculations based upon calendar days the following applies: Should a calendar day not be a Business Day, the Reference Rate for such day shall be the Reference Rate determined as set out below on the immediately preceding Business Day.]

[In case of screen rate determination the following applies:

The “**Reference Rate**” is

[if EURIBOR/LIBOR applies: the offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for the Designated Maturity (a “**Floating Rate**”) which appears on the Screen Page as of 11:00 a.m. ([Brussels] [London] time) on the Interest Determination Day [(●-months EURIBOR)] [(●-months LIBOR)] **[in case of Participation Securities where Reference Rate is not calculated by adding or subtracting two rates:)]**].]

[if CMS applies: [in case of Participation Securities where Reference

Rate is calculated by adding or subtracting two rates: ([the rate for [currency] swaps with a maturity of [maturity] expressed as a percentage with reference to [relevant short-term floating index] (a “CMS Rate”) which appears on the Screen Page as of [11:00 a.m.][●] ([New York City] [●] time), on the Interest Determination Day [in case of Participation Securities where Reference Rate is not calculated by adding or subtracting two rates:)]].]

[minus]

[plus]

[if EURIBOR/LIBOR applies: the offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for the Designated Maturity (a “Floating Rate”) which appears on the Screen Page as of 11:00 a.m. ([Brussels] [London] time) on the Interest Determination Day [(●-months EURIBOR)] [(●-months LIBOR)]].]

⁵⁶

[if CMS applies: the rate for [currency] swaps with a maturity of [maturity] expressed as a percentage with reference to [relevant short-term floating index] (a “CMS Rate”) which appears on the Secondary Screen Page as of [11:00 a.m.][●] ([New York City] [●] time), on the Interest Determination Day)].]

⁵⁷

[in case of a Margin the following applies: [plus] [minus] [●] per cent. per annum (the “Margin”), all as determined by the Calculation Agent.]]

“Screen Page” means [relevant Screen Page] or the relevant successor page on that service or on any other service as may be nominated as the information vendor for the purposes of displaying rates or prices comparable to the relevant offered quotation.

[If Reference Rate is EURIBOR/LIBOR the following applies: If the relevant Screen Page is not available or if no such quotation appears as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for the Designated Maturity and in a representative amount to prime banks in the [if the Reference Rate is EURIBOR: Euro-Zone interbank market at approximately 11:00 a.m. (Brussels time)] [if the Reference Rate is LIBOR: [London] [other relevant location] interbank market at approximately 11:00 a.m. ([London] [other relevant location] time)] on the relevant Interest Determination Day. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the relevant Floating Rate for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one [if the Reference Rate is EURIBOR the following applies: thousandth of a percentage point, with 0.0005] [if the Reference Rate is not EURIBOR the following applies: hundred-thousandth of a percentage point, with 0.000005] being rounded upwards) of such offered quotations. All as determined by the Calculation Agent.

If on the relevant Interest Determination Day only one or none of the selected Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the relevant Floating

⁵⁶ Applicable if EURIBOR/LIBOR applies and Reference Rate is calculated by adding or subtracting two rates.

⁵⁷ Applicable if CMS applies and Reference Rate is calculated by adding or subtracting two rates.

Rate for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one [if the Reference Rate is EURIBOR the following applies: thousandth of a percentage point, with 0.0005] [if the Reference Rate is not EURIBOR the following applies: hundred-thousandth of a percentage point, with 0.000005] being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the [if the Reference Rate is EURIBOR: Euro-Zone interbank market] [if the Reference Rate is LIBOR: London interbank market] [[other relevant location] interbank market], selected by the Calculation Agent acting in good faith, at which such banks offer, as at 11:00 a.m. ([if the Reference Rate is LIBOR: London] [if the Reference Rate is EURIBOR: Brussels] [other relevant location] time) on the relevant Interest Determination Day, loans in the Specified Currency for the Designated Maturity and in a representative amount to leading European banks.]

[If Reference Rate is EURIBOR/LIBOR and interpolation applies the following applies: “Second Interpolation Period” means [●].]

[“Secondary Screen Page” means [relevant Secondary Screen Page] or the relevant successor page on that service or on any other service as may be nominated as the information vendor for the purposes of displaying rates or prices comparable to the relevant offered quotation.]

[If Reference Rate is CMS the following applies: If the Screen Page or the Secondary Screen Page, as the case may be, is not available or if no rate appears as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its mid-market semi-annual swap rate quotations at approximately [11:00 a.m.] [●] ([New York City] [●] time) on the relevant Interest Determination Day for such Screen Page. For this purpose and both the Screen Page and the Secondary Screen Page, the semi-annual swap rate means the mean of the bid and offered rates for the semi-annual fixed leg (e.g. calculated on a [30/360] [●] day count basis), of a fixed for floating [currency] interest rate swap transactions with a [maturity] maturity commencing on such day and in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market where, the floating leg (calculated on an [Actual/360] [●] day count basis), is equivalent to the rate for deposits in [currency] for a period of [●] months which appears on [Reuters [●]] (or such other page on that service, or such other service as may be nominated as the information vendor, for the purposes of displaying rates or prices comparable to [Reuters [●]] as of [11:00 a.m.] [●] [London] [New York City] [●] time on such day. The Calculation Agent will request the principal office of each of the Reference Banks to provide a quotation of its rate. If at least three quotations are provided, the relevant CMS Rate for such day will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest).]

“Reference Banks” means [if no other Reference Banks are specified in the Final Terms and Reference Rate is EURIBOR the following applies: four major banks in the Euro-Zone] [if no other Reference Banks are specified in the Final Terms and Reference Rate is LIBOR the following applies: four major banks in the London] [if no other Reference Banks are specified in the Final Terms and Reference Rate is CMS the following applies: five leading swap dealers in the [London] [New York

City] [other relevant location] interbank market [if other Reference Banks are specified in the Final Terms, insert names here].

[In case of the Euro-Zone interbank market the following applies: “Euro-Zone” means the region comprised of those member states of the European Union that have adopted the Euro in accordance with the Treaty establishing the European Community as amended.]

[In case of a TARGET2 Business Day the following applies: “TARGET2 Business Day” means a day which is a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open.] [“London Business Day” means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency) in London.]

**IN CASE OF
GERMAN
SECURITIES WITH
ISDA
DETERMINATION
THE FOLLOWING
APPLIES⁵⁸:**

[●]⁵⁹

**IN CASE OF
ENGLISH
SECURITIES
WHERE ISDA
DETERMINATION
APPLIES:**

The Reference Rate will be [in case of Inverse Floater Securities the following applies: [+][-][●] per cent. per annum (the “Inverse Margin”) [plus] [minus]] [In case of Participation Securities the following applies: ([+][-][●] per cent. (the “Participation”) multiplied by] ISDA Rate[)] [if a Margin is applicable: [plus] [minus] [+][-][●] per cent. per annum (the “Margin”), all as determined by the Calculation Agent].

For the purposes of this paragraph, “ISDA Rate” for an Interest Period means a rate equal to the Floating Rate that would be determined by the Fiscal Agent under an interest rate swap transaction if the Fiscal Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the Securities (the “ISDA Definitions”) and under which:

- (1) the Floating Rate Option is [the Floating Rate Option];
- (2) the Designated Maturity is [the Designated Maturity]; and
- (3) the relevant Reset Date is [the relevant Reset Date: [in case of LIBOR/EURIBOR: the first day of that Interest Period] [any other relevant Reset Date]].

For the purposes of this paragraph, “Floating Rate”, “Calculation Agent”, “Floating Rate Option”, “Designated Maturity” and “Reset Date” have the meanings given to those terms in the ISDA Definitions.]

⁵⁸ Only applicable in case of Exempt Securities

⁵⁹ The relevant provisions, details of which will be indicated in the applicable Final Terms shall be inserted and the 2006 ISDA Definitions published by the International Swap and Derivatives Association (“ISDA”) shall be attached.

THE FOLLOWING
DEFINITIONS
APPLY IN
RESPECT OF
SECURITIES
LINKED TO AN
EQUITY (OR
BASKET OF
EQUITIES) OR AN
INDEX (OR
BASKET OF
INDICES):

“**Determination Price**” means

[in case of Index linked interest Securities relating to a single Index: an amount (which shall be deemed to be an amount of the Specified Currency) equal to [the official closing level] [●] of the Index determined by the Calculation Agent on the Underlying Determination Date, without regard to any subsequently published correction. **[in case of a currency conversion:** The amount determined pursuant to the foregoing shall be converted into the Specified Currency at the Exchange Rate and such converted amount shall be the Determination Price.]

[in case of Index linked interest Securities relating to a basket of Indices: an amount (which shall be deemed to be an amount of the Specified Currency) equal to the sum of the values calculated for each Index as the [official closing level] [●] of such Index determined by the Calculation Agent on the Underlying Determination Date, without regard to any subsequently published correction, multiplied by [the relevant Multiplier]. **[in case of a currency conversion:** Each value determined pursuant to the foregoing shall be converted into the Specified Currency at the Exchange Rate and the sum of such converted amounts shall be the Determination Price.]

[in case of Equity linked interest Securities relating to a single Underlying Equity: [the price determined and published on the Exchange on the [relevant] Underlying Determination Date as the [official closing price] [●] of the Underlying Equity] without regard to any subsequently published correction determined by or on behalf of the Calculation Agent or if no such [official closing price] [●] can be determined and the Underlying Determination Date is not a Disrupted Day an amount determined by the Calculation Agent in good faith to be equal to the arithmetic mean of the [closing] [●] fair market buying price and the [closing] [●] fair market selling price on the Underlying Determination Date for the Underlying Equity based, at the Calculation Agent’s discretion, either on the arithmetic mean of the foregoing prices or the middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Underlying Equity or on such other factors as the Calculation Agent shall decide. **[if Exchange Rate applies:** The amount determined pursuant to the foregoing shall be converted into the Specified Currency at the Exchange Rate and such converted amount shall be the Determination Price.]]

[in case of Equity linked interest Securities relating to a basket of Underlying Equities: an amount equal to the sum of the values calculated for each Underlying Equity as the [official closing price][●] of such Underlying Equity without regard to any subsequently published correction determined by or on behalf of the Calculation Agent or if no such [official closing price][●] can be determined and the Underlying Determination Date is not a Disrupted Day an amount determined by the Calculation Agent in good faith to be equal to the arithmetic mean of the [closing][●] fair market buying price and the [closing][●] fair market selling price on the Underlying Determination Date for the Underlying Equity based, at the Calculation Agent’s discretion, either on the arithmetic mean of the foregoing prices or the middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Underlying Equity or on such other factors as the Calculation Agent shall decide multiplied by [the relevant Multiplier]. **[in case of a currency conversion:** Each value determined pursuant to the foregoing shall be converted into the Specified Currency at the Exchange Rate and the sum of

such converted amounts shall be the Determination Price.]

“Determination Time” means the Scheduled Closing Time on the relevant Exchange on the Underlying Determination Date in relation to each [Index] [Underlying Equity] to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

“Equity Issuer” means the issuer of the [relevant] Underlying Equity.

[in case of Equity Linked Interest Securities: “Exchange” means, in relation to an Underlying Equity, [name of exchange], any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Underlying Equity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the Underlying Equity on such temporary substitute exchange or quotation system as on the original Exchange).]

[in case of Index Linked Interest Securities: “Exchange” means:

- (a) in relation to an Index which is not a Multi-Exchange Index, [name of exchange], any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities comprising such Index has temporarily relocated, provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities comprising such Index on such temporary substitute exchange or quotation system as on the original Exchange; and
- (b) in relation to an Index which is a Multi-Exchange Index, in respect of each Component Security, the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent. **“Component Security”** means, in respect of a Multi-Exchange Index, each component security in such Index.]

[“Initial Price” means [●].]

[“Index” means [each of] [●] [(and together the “Indices”)]. The [●] Index is [not] a Multi-Exchange Index.]

[“Index Sponsor” means, in relation to an Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (b) announces (directly or through an agent) the level of such Index on a regular basis during each Scheduled Trading Day, which as of the Issue Date is [●].]

[“Interest Accumulation Period” means, in respect of an Interest Period, the period from and including the [second] [alternative number] [calendar day] [Business Day] immediately prior to the commencement of such Interest Period to but excluding the [second] [alternative number] Business Day immediately prior to the commencement of the Interest Period immediately following such Interest Period.]

“Related Exchange” means, in relation to an [Index] [Underlying Equity], [name of exchange] [, any successor to such exchange or quotation

system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such [Index] [Underlying Equity] has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such [Index] [Underlying Equity] on such temporary substitute exchange or quotation system as on the original Related Exchange).] **[If All Exchanges applies the following applies:** each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to the [Index] [Underlying Equity].]

“Scheduled Trading Day” means **[in case of Index Linked Interest Securities the following applies:** (a) in relation to an Index which is not a Multi-Exchange Index,] any day on which [the] [each] Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions **[in case of Index Linked Interest Securities the following applies:** or (b) in relation to an Index which is a Multi-Exchange Index, any day on which (i) the Index Sponsor is scheduled to publish the level of such Index, and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session].

“Underlying Equity” means subject to § [8] [each of] [●], and together the **“Underlying Equities”**].]

“Underlying Determination Date” means [●] [the day set out below for the relevant Interest Period: [●]]. If [the] [a] Underlying Determination Date is not a Scheduled Trading Day, [the] [such] Underlying Determination Date shall be postponed to the next following Scheduled Trading Day[.] [unless in the opinion of the Calculation Agent such day is a Disrupted Day. If such day is a Disrupted Day, the provisions of § [7] shall apply.]

THE FOLLOWING
DEFINITIONS
APPLY IN
RESPECT OF
SECURITIES
LINKED TO AN
INFLATION INDEX
OR A BASKET OF
INFLATION
INDICES:

“Determination Date” means [●].

“Inflation Index” means [●].

“Inflation Index Sponsor” means, in relation to an Inflation Index, the entity that publishes or announces (directly or through an agent) the level of such Inflation Index which, as of the Issue Date, is [●].]

§ 4 PAYMENTS

IN CASE OF
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:

- (1) (a) *Payment of Principal.* Payment of principal in respect of the Securities shall be made, subject to paragraph (2), to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System upon presentation and (except in case of partial payment) surrender of the Global Security representing the Securities at the time of payment at the specified

office of the Fiscal Agent outside the United States.

- (b) *Payment of Interest.* Payment of **[in case of Zero Coupon Securities the following applies:** accrued interest pursuant to § 3(2)] **[interest]** on Securities shall be made, subject to paragraph (2), to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.

[In case of interest payable on a Temporary Global Security the following applies: Payment of **[in case of Zero Coupon Securities the following applies:** accrued interest pursuant to § 3(2)] **[interest]** on Securities represented by the Temporary Global Security shall be made, subject to paragraph (2), to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System, upon due certification as provided in § 1(3)(b).]

**IN CASE OF
ENGLISH
SECURITIES
REPRESENTED
BY GLOBAL
SECURITIES THE
FOLLOWING
APPLIES:**

- (1) [(a)] *Payment of Principal.* For so long as the Securities are represented by a Global Security, payment of principal in respect of the Securities shall be made, subject to paragraph (2), against presentation and (except in case of partial payment) surrender of the Global Security at the time of payment at the specified office of the Fiscal Agent outside the United States. A record of payment of principal will be made on the Global Security by the Fiscal Agent.

[In case of Securities which are not Instalment Securities the following applies: Payment **[in case of Securities other than Zero Coupon Securities the following applies:** of principal] in respect of Definitive Securities shall be made, subject to paragraph (2), against presentation and (except in case of partial payment where the Security shall be endorsed) surrender of the relevant Definitive Security to the Fiscal Agent or to any other Paying Agent outside the United States.]

[in case of Instalment Securities the following applies: *Payment of Instalments of Principal.* Payments of instalments of principal in respect of Definitive Securities other than the final instalment shall (subject as provided below) be made, subject to paragraph (2), against presentation and surrender (or, in case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with paragraph (2). Payment of the final instalment will be made in the manner provided in paragraph (2) below only against presentation and surrender (or, in case of part payment of any sum due, endorsement) of the relevant Security to the Fiscal Agent or any other Paying Agent outside the United States. Each Receipt must be presented for payment of the relevant instalment together with the Security to which it appertains. Receipts presented without the Security to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any Security becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.]

**IN CASE OF
ENGLISH**

- (b) *Payment of Interest.* For so long as the Securities are represented by a Global Security, payment of interest on Securities shall be

**SECURITIES
OTHER THAN
ZERO COUPON
SECURITIES THE
FOLLOWING
APPLIES:**

made, subject to paragraph (2), against presentation of the Global Security at the specified office of the Fiscal Agent outside the United States. A record of payment of interest will be made on the Global Security by the Fiscal Agent.

Payment of interest on Definitive Securities shall be made, subject to paragraph (2), against presentation and (except in case of partial payment where the Coupon shall be endorsed) surrender of the relevant Coupons or, in case of Securities in respect of which Coupons have not been issued, or, in case of interest due otherwise than on a scheduled date for the payment of interest, against presentation of the relevant Definitive Securities, at the specified office of the Fiscal Agent outside the United States or at the specified office of any other Paying Agent outside the United States.

- (c) *Surrender of Coupons.* Each Security delivered with Coupons attached thereto must be presented and, except in case of partial payment of the redemption amount, surrendered for final redemption together with all unmatured Coupons relating thereto, failing which **[in case of Fixed Rate Securities or Securities where an interest switch with fixed interest rates applies the following applies:** the amount of any missing unmatured Coupons **[in case of Securities where an interest switch with fixed interest rates applies the following applies:** in respect of fixed rate Interest Periods] (or, in case of a payment not being made in full, that portion of the amount of such missing Coupons which the redemption amount paid bears to the total redemption amount due) shall be deducted from the amount otherwise payable on such final redemption] **[in case of Floating Rate of other Variable Rate Securities or Securities where an interest switch applies the following applies:** [and] all unmatured Coupons relating to such Definitive Security **[in case of Securities where an interest switch applies the following applies:** in respect of variable rate Interest Periods] (whether or not surrendered therewith) shall become void and no payment shall be made thereafter in respect of them]. **[In case of Fixed Rate Securities or Securities where an interest switch with fixed interest rates applies the following applies:** If the Securities are issued with a maturity date and an interest rate or rates such that, on the presentation for payment of any such Definitive Security without any unmatured Coupons **[in case of Securities where an interest switch applies the following applies:** in respect of fixed rate Interest Periods] attached thereto or surrendered therewith, the amount required to be deducted in accordance with the foregoing would be greater than the redemption amount otherwise due for payment, then, upon the due date for redemption of any such Definitive Security, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that the amount required to be deducted in accordance with the foregoing would not be greater than the redemption amount otherwise due for payment. Where the application of the preceding sentence requires some but not all of the unmatured Coupons relating to a Definitive Security to become void, the relevant Paying Agent shall determine which unmatured Coupons are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.]]

**IN CASE OF
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:**

- (2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Securities shall be made in **[Specified Currency]**.

**IN CASE OF
SECURITIES
OTHER THAN
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:**

- (2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Securities shall be made in the freely negotiable and convertible currency,

[In case of payments in Euro the following applies: by transfer to a Euro account (or any other account to which Euro may be credited or transferred) maintained by the payee, Provided That, if any payments of amounts due fall to be made in a currency other than Euro, such payments shall be made in such currency by cheque payable in such currency drawn on a bank in the principal financial centre of the country of that currency or, at the option of the payee, by transfer to an account denominated in such currency maintained by the payee with a bank in such financial centre.]

[In case of payments in a currency other than Euro or U.S. dollars the following applies: by cheque payable in such currency drawn on a bank in the principal financial centre of the country of the Specified Currency or, at the option of the payee, by transfer to an account denominated in such currency (which, in case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with a bank in such financial centre.]

[In case of payments in U.S. dollars the following applies: by U.S. dollar cheque drawn on a bank in the United States or, at the option of the payee, by transfer to a U.S. dollar account maintained by the payee at a bank outside the United States.

- (3) *United States.* For purposes of **[in case of TEFRA D Securities where Securities denominated or otherwise payable U.S. dollars the following applies:** § 1(3) [,] [and] this § 4 [and] [,] [§ 9](2) [and] § [10](2)], “United States” means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

**IN CASE OF
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:**

- (4) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System in respect of the amount so paid.

**IN CASE OF
ENGLISH
SECURITIES
WHICH ARE
REPRESENTED
BY GLOBAL**

- (4) *Discharge.* For so long as the Securities are represented by a Global Security, the Issuer shall be discharged by payment to, or to the order of, the holder of the Global Security in respect of the amount to be paid. Each of the persons shown in the records of the relevant Clearing System as the beneficial holder of a particular principal amount of Securities represented by the Global Security must look solely to the relevant Clearing System for

SECURITIES THE FOLLOWING APPLIES:

its share of each payment made by the Issuer to, or to the order of, the holder of such Global Security. In case of Definitive Securities, the Issuer shall be discharged by payment to the bearer of the Securities.

IN CASE OF BEARER SECURITIES FOR WHICH PRINCIPAL AND/OR INTEREST IS PAYABLE IN U.S. DOLLARS THE FOLLOWING APPLIES:

Notwithstanding the foregoing provisions of this § 4, if any amount of principal and/or interest in respect of the Securities is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of the Securities will be made at the specified office of a Paying Agent in the United States if:

- (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Securities in the manner provided above when due;
- (ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

- (5) *Payment Business Day.* If the date for payment of any amount in respect of any Security is not a Payment Business Day then the Securityholder shall not be entitled to payment until the next following Payment Business Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, "**Payment Business Day**" means any day (other than a Saturday or a Sunday) on which the Clearing System **[in case of Specified Currency is Euro the following applies: [and] the Trans European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System] [is] [are] open and settle[s] payments [in case of (i) Specified Currency is not Euro, (ii) Specified Currency is Euro and the opening of general business in one or more financial centers is relevant, or (iii) English Securities the following applies: and commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in [(i)] [any Relevant Financial Centre(s)] [(ii)] the principal financial centre of the country of the Specified Currency [where the Specified Currency is Australian dollars/New Zealand dollars the following applies: which shall be [Sydney][Auckland]] [in case of English Securities the following applies: and, in case of Definitive Securities only, [(iii)] the relevant place of presentation].**

- (6) *References to Principal and Interest.* References in these Conditions to principal in respect of the Securities shall be deemed to include, as applicable: the Redemption Amount, the Early Redemption Amount, **[in the case of redeemable at the option of Issuer for other than taxation reasons the following applies: the Call Redemption Amount,] [in the case of redeemable at the option of the Securityholder the following applies: the Put Redemption Amount,] and any premium and any other**

amounts which may be payable under or in respect of the Securities. [Reference in these Conditions to interest in respect of the Securities shall be deemed to include any Additional Amounts which may be payable under § 7].

IN CASE OF GERMAN SECURITIES THE FOLLOWING APPLIES:

- (7) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main principal or interest not claimed by Securityholders within twelve months after the relevant due date, even though such Securityholders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Securityholders against the Issuer shall cease.

§ 5 REDEMPTION

IN CASE OF SECURITIES OTHER THAN INSTALMENT SECURITIES THE FOLLOWING APPLIES:

- (1) *Redemption at Maturity.* [Each principal amount of Securities equal to **[in case of German Securities the following applies:** the Specified Denomination][**in case of English Securities:** the Calculation Amount] shall be redeemed **[if § [6] is applicable:** at the Redemption Amount (as defined in § [6])] **[if § [6] is not applicable:** **[[in case of German Securities the following applies:** the Specified Denomination][**in case of English Securities:** the Calculation Amount]] (the “**Redemption Amount**”) on **[in case of a specified Maturity Date Maturity Date] [in case of a Redemption Month the following applies:** the Interest Payment Date falling in **[Redemption Month]] [in other cases the following applies:** **[●]** (the “**Maturity Date**”)][.][.] **[alternative provision]**⁶⁰ **[In case of TARN Securities with a Final Payment the following applies:** If the aggregate of all the Interest Amounts paid or payable in respect of a Security up to and including the earlier of the Maturity Date or the Automatic Redemption Date (the “**Calculated Total Interest**”) is less than the Target Interest, each Security shall be redeemed at the Redemption Amount plus an amount equal to the difference between the Target Interest and the Calculated Total Interest (the “**Final Payment**”).]

[If the Securities are linked to an Underlying Equity or a basket of Underlying Equities and physically settled:

[by the Issuer by delivery of **[Asset Amount]** of **[Relevant Assets]** (the “**Relevant Assets**”) (the “**Asset Amount**”) at the Maturity Date (subject as provided in § [6]).]

[if Securities are cash and/or physically settled insert redemption provisions:

[●]⁶¹

IN CASE OF INSTALMENT SECURITIES THE

- (1) *Redemption in Instalments.* Unless previously redeemed in accordance with these Conditions, each Security shall be redeemed on the Instalment Dates at the Instalment Amounts set forth below:

⁶⁰ Only applicable in case of Exempt Securities

⁶¹ Only applicable in case of Exempt Securities

FOLLOWING APPLIES:

Instalment Dates

Instalment Amounts

[Instalment Dates]

[Instalment Amounts]

[]

[]

[]

[]

IF SECURITIES ARE SUBJECT TO EARLY REDEMPTION AT THE OPTION OF THE ISSUER (ISSUER CALL) THE FOLLOWING APPLIES:

(2) **[Early Redemption at the Option of the Issuer.]**

- (a) The Issuer may, upon notice given in accordance with subparagraph (b), redeem all or some only of the Securities then outstanding on the Call Redemption Date[s] at the Call Redemption Amount[s] set forth below together with accrued interest, if any, to (but excluding) the relevant Call Redemption Date. **[In case of Minimum Redemption Amount or Higher Redemption Amount applies the following applies:** Any such redemption must be equal to [at least **[Minimum Redemption Amount]** **[Higher Redemption Amount]**].

Call Redemption Date[s]

Call Redemption Amount[s]

[Call Redemption Date[s]]

[Call Redemption Amount[s]]

[]

[]

[]

[]

[In case of Subordinated Securities the following applies: Exercise of such option of the Issuer shall be conditional upon the prior approval of the competent supervisory authority to such early redemption.]

[In case of Securities which are subject to Early Redemption at the Option of the Securityholder the following applies: The Issuer may not exercise such option in respect of any Security which is the subject of the prior exercise by the Securityholder thereof of its option to require the redemption of such Security under paragraph [(3)] of this § 5.]

- (b) Notice of redemption shall be given by the Issuer to the Securityholders in accordance with § [15]. Such notice shall specify:
 - (i) name and securities identification number of the Securities;
 - (ii) whether the Securities are to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Securities which are to be redeemed;
 - (iii) the Call Redemption Date, which shall not be less than **[five Business Days]** **[30 days]** **[other Minimum Notice]** nor more than **[Maximum Notice]** days after the date on which notice is given by the Issuer to the Securityholders; and
 - (iv) the Call Redemption Amount at which such Securities are

to be redeemed.]

[In case of Securities represented by global securities the following applies:

- (c) In case of a partial redemption of Securities, Securities to be redeemed shall be selected not more than 30 days prior to the Call Redemption Date (such date the “**Selection Date**”) in accordance with the rules of the relevant Clearing System to be reflected in the records of such Clearing System as either a pool factor or a reduction in principal amount, at its discretion.]

[In case of English Securities which are represented by global Securities and/or definitive Securities the following applies:

- (c) In case of a partial redemption of Securities, the Securities to be redeemed (“**Redeemed Securities**”) will (i) in case of Redeemed Securities represented by definitive Securities, be selected individually by lot, not more than [30] [●] days prior to the date fixed for redemption and (ii) in case of Redeemed Securities represented by a Global Security, be selected in accordance with the rules of the Clearing Systems, (to be reflected in the records of the Clearing Systems as either a pool factor or a reduction in principal amount, at their discretion). In case of Redeemed Securities represented by definitive Securities, a list of the serial numbers of such Redeemed Securities will be published in accordance with § [15] not less than [14] [●] days prior to the date fixed for redemption.

IN CASE OF SECURITIES SUBJECT TO EARLY REDEMPTION AT THE OPTION OF A SECURITYHOLDER (INVESTOR PUT) THE FOLLOWING APPLIES:

[(3)] Early Redemption at the Option of a Securityholder.

- (a) The Issuer shall, at the option of the Securityholder of any Security, redeem such Security on the Put Redemption Date[s] at the Put Redemption Amount[s] set forth below together with accrued interest, if any, to (but excluding) the relevant Put Redemption Date.

Put Redemption Date[s]	Put Redemption Amount[s]
------------------------	--------------------------

[Put Redemption Date[s]]	[Put Redemption Amount[s]]
---------------------------------	-----------------------------------

[]	[]
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[]	[]
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[in case of Securities subject to early redemption at the option of the Issuer the following applies:

The Securityholder may not exercise such option in respect of any Security which is the subject of the prior exercise by the Issuer of its option to redeem such Security under this § 5.]

[In case of German Securities the following applies:

- (b) In order to exercise such option, the Securityholder must, not less

than [five Business Days] [insert other Minimum Notice] and not more than [insert Maximum Notice to Issuer] days before the Put Redemption Date on which such redemption is required to be made as specified in the early redemption notice in the form available from the Fiscal Agent (the “Put Notice”), submit during normal business hours to the Fiscal Agent a duly completed Put Notice. No option so exercised may be revoked or withdrawn.]

[In case of English Securities the following applies:

- (b) The Securityholder must, if this Security is in definitive form and held outside the Clearing Systems deliver, at the specified office of the Fiscal Agent or any Paying Agent at any time during normal business hours of such Paying Agent falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from the specified office of the Fiscal Agent and any specified office of any other Paying Agent (a “Put Notice”) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made. If this Security is in definitive form, the Put Notice must be accompanied by the Security or evidence satisfactory to the Fiscal Agent or the Paying Agent concerned that this Security will, following delivery of the Put Notice, be held to its order or under its control. If this Security is represented by a Global Security or is in definitive form and held through such Clearing Systems, to exercise this option the Securityholder must, within the notice period, give notice to the Fiscal Agent or other Paying Agent of such exercise in accordance with the standard procedures of such Clearing Systems (which may include notice being given on its instruction by such Clearing Systems or any common depositary for them to the Fiscal Agent or other Paying Agent by electronic means) in a form acceptable to such Clearing Systems from time to time and, if the Security is represented by a Global Security, at the same time present or procure the presentation of the relevant Global Security to the Fiscal Agent or other Paying Agent for notation accordingly.

No option so exercised or Security so deposited may be revoked or withdrawn unless prior to the due date for redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option may select by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Security forthwith due and payable pursuant to § [12].]

IN CASE OF TARN SECURITIES THE FOLLOWING APPLIES:

- [(4)] *Automatic Redemption.* If an Interest Amount in respect of a Security for an Interest Period calculated in accordance with § 3(3) would [in case of TARN Securities including a cap the following applies:], but for the operation of § 3(1),] cause the Total Interest Amount to be [equal to or] greater (the “Target Interest Event”) than an amount equal to [●] per cent. of the principal amount of such Security (the “Target Interest”), all but some only of the Securities shall be redeemed at the Redemption Amount on the Interest Payment Date on which the Target Interest Event occurred (the “Automatic Redemption Date”).

**IN CASE OF
SUBORDINATED
SECURITIES THE
FOLLOWING
APPLIES:**

[(5)] *Early Redemption for Regulatory Reasons.* If the Issuer determines, in its own discretion, that it (i) may not treat the Securities in their full aggregate principal amount as Tier 2 capital for the purposes of its own funds in accordance with applicable law, other than for reasons of an amortisation in accordance with Art. 64 of the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (CRR), or (ii) is subject to any other form of a less advantageous regulatory own funds treatment with respect to the Securities than as of the Issue Date, the Securities may be redeemed, in whole but not in part, at any time at the option of the Issuer, subject to the prior consent of the competent supervisory authority, upon not less than [30] [●] and not more than [60] [●] days' prior notice of redemption at the Early Redemption Amount together with interest (if any) accrued to the date fixed for redemption (exclusive).

Any notice in accordance with this paragraph ([4]) shall be given only following the Issuer having received the consent of the competent supervisory authority by publication in accordance with § [12]. Such notice shall be irrevocable and shall state the date fixed for redemption and the reason for the redemption.

**IN CASE
REDEMPTION
FOR ILLEGALITY
IS APPLICABLE
THE FOLLOWING
APPLIES:**

[(6)] *Redemption for Illegality.* In the event that the Calculation Agent determines in good faith that the performance of the Issuer's obligations under the Securities or that any arrangements made to hedge the Issuer's obligations under the Securities has or will become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, the Issuer having given not less than 10 nor more than 30 days' notice to Securityholders in accordance with § [15] (which notice shall be irrevocable), may, on expiry of such notice, redeem all, but not some only, of the Securities, each Security being redeemed at the Early Redemption Amount together (if applicable) with interest accrued to (but excluding) the date of redemption.

[(6)] *Early Redemption Amount.* For purposes of paragraph[s] [if there is a gross-up for withholding taxes the following applies: [,] [and] § [10](2) [and] § [12], the early redemption amount of each principal amount of Securities equal to [in case of German Securities the following applies: the Specified Denomination] [in case of English Securities the following applies: the Calculation Amount] (the "Early Redemption Amount") shall be equal to [its principal amount plus accrued interest] [the Redemption Amount] [[●]% of the Specified Denomination] [the fair market value] [(plus accrued but unpaid interest)] [less Early Redemption Unwind Costs]]. [in case fair market value is applicable the following applies: The fair market value shall be determined by the Calculation Agent [at its reasonable discretion]. For the purposes of determining the fair market value no account shall be taken of the financial condition of the Issuer, which shall be presumed to be able to perform fully its obligations in respect of the Securities.]

[In case Early Redemption Unwind Costs are used to calculate the Early Redemption Amount the following applies: "Early Redemption Unwind Costs" means [specified amount] [in case of "Standard Early Redemption Unwind Costs" applies: an amount determined by the

Calculation Agent equal to the sum of (without duplication) all costs, expenses (including loss of funding), tax and duties incurred by the Issuer in connection with the redemption of the Securities and the related termination, settlement or re-establishment of any hedge or related trading position, such amount to be apportioned *pro rata* amongst each **[in case of German Securities the following applies:** principal amount of Securities in the Specified Denomination] **[in case of English Securities the following applies:** principal amount of Securities equal to the Calculation Amount].]

§ 6

TERMS FOR [CALCULATION OF REDEMPTION AMOUNT] [AND] [PHYSICAL DELIVERY]

IF THE SECURITIES ARE LINKED TO AN INDEX OR A BASKET OF INDICES THE FOLLOWING APPLIES:

The “**Redemption Amount**” in respect of each principal amount of Securities equal to **[in case of German Securities the following applies:** the Specified Denomination] **[in case of English Securities:** the Calculation Amount] shall be an amount calculated **[by the Calculation Agent]** **[in a fair and commercially reasonable manner]** equal to:

[in case of a call index linked redemption security:

$$\frac{\text{Reference Price}}{\text{Strike Price}} \times \text{Specified Amount;}]$$

[in case of a put index linked redemption security:

$$\frac{\text{Strike Price}}{\text{Reference Price}} \times \text{Specified Amount;}]$$

[If the Redemption Amount is calculated by reference to another formula insert alternative formula: [●]⁶²]

provided that the Redemption Amount shall in no event be less than zero. The Redemption Amount will be rounded to the nearest [sub-unit] **[in case of Japanese Yen the following applies:** unit], in the Specified Currency, 0.5 of a [sub-unit] [unit] being rounded upwards.

The following definitions shall apply:

“**Component Security**” means, in respect of a Multi-Exchange Index, each component security in such Index.

“**Exchange**” means (a) in relation to an Index which is not a Multi-Exchange Index, **[name of exchange]**, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities comprising such Index has temporarily relocated, provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities comprising such Index on such temporary substitute exchange or quotation system as on the original Exchange; and (b) in relation to an Index which is a Multi-Exchange Index, in respect of each Component Security, the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent.

⁶² Only applicable in case of Exempt Securities

[In case of Securities with currency conversion the following applies: “Exchange Rate” means [Exchange Rate].

[If the Securities relate to a basket of indices the following applies: “Indices” and] “Index” mean[s], subject to adjustment in accordance with § [8], [●]. The [●] Index is [not] a Multi-Exchange Index.

[“Index Sponsor” means, in relation to an Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (b) announces (directly or through an agent) the level of such Index on a regular basis during each Scheduled Trading Day, which as of the Issue Date is [●].]

[If the Securities relate to a basket of Indices the following applies: “Multiplier” means [Multiplier].]

“Reference Price” means an amount (which shall be deemed to be an amount of the Specified Currency) equal to

[If the Securities relate to a single Index the following applies: the [official closing level] of the Index determined by the [Calculation Agent] on the Valuation Date, without regard to any subsequently published correction. [in case of a currency conversion: The amount determined pursuant to the foregoing shall be converted into the Specified Currency at the Exchange Rate and such converted amount shall be the Reference Price.]]

[If the Securities relate to a basket of Indices the following applies: the sum of the values calculated for each Index as the [official closing level] [●] of such Index as determined by the [Calculation Agent] on the Valuation Date, without regard to any subsequently published correction, multiplied by the Multiplier.[in case of a currency conversion: Each value determined pursuant to the foregoing shall be converted into the Specified Currency at the Exchange Rate and the sum of such converted amounts shall be the Reference Price].]

“Related Exchange” means, in respect of an Index, [[●], any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange).] [each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index.]

“Scheduled Trading Day” means (a) where an Index is not a Multi-Exchange Index, any day on which each Exchange and [the] [each] Related Exchange are scheduled to be open for trading for their respective regular trading sessions or (b) where an Index is a Multi-Exchange Index, any day on which (i) the Index Sponsor is scheduled to publish the level of such Index, and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session.

“Specified Amount” means [●].

“Strike Price” means [●].

“Valuation Date” means [●] or, if such date is not a Scheduled Trading Day, the Valuation Date shall be postponed to next following Scheduled Trading Day[.]

[unless in the opinion of the Calculation Agent such day is a Disrupted Day. If such day is a Disrupted Day the provisions of § [7] shall apply.]

IF THE SECURITIES ARE LINKED TO AN UNDERLYING EQUITY OR A BASKET OF UNDERLYING EQUITIES AND CASH SETTLED THE FOLLOWING APPLIES:

(1) *Redemption Amount.* The “**Redemption Amount**” in respect of each principal amount of Securities equal to [in case of German Securities the following applies: the Specified Denomination] [in case of English Securities: the Calculation Amount] shall be an amount calculated by the [Calculation Agent [in a fair and commercially reasonable manner]] equal to:

[in case of a Call Equity Linked Redemption Security:

$$\frac{\text{Reference Price}}{\text{Strike Price}} \times \text{Specified Amount;]}$$

[in case of a Put Equity Linked Redemption Security:

$$\frac{\text{Strike Price}}{\text{Reference Price}} \times \text{Specified Amount;]}$$

[If the Redemption Amount is calculated by another formula insert alternative formula: [●]⁶³]

provided always that the Redemption Amount shall in no event be less than zero. The Redemption Amount will be rounded to the nearest [sub-unit] [in case of Japanese Yen the following applies: unit], in the Specified Currency, 0.5 of a [sub-unit] [unit] being rounded upwards.

The following definitions shall apply:

“**Affiliate**” means, in relation to any entity (the “**First Entity**”), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes “control” means ownership of a majority of the voting power of an entity.

“**Equity Issuer**” means the issuer of the [relevant] Underlying Equity.

[“**Exchange**” means, in respect of any Underlying Equity, [name of exchange], any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in such Underlying Equity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Underlying Equity on such temporary substitute exchange or quotation system as on the original Exchange).]

[In case of Securities with currency conversion the following applies: “**Exchange Rate**” means [●].]

[If the Securities relate to a basket of Underlying Equities the following applies: “**Multiplier**” means [●].]

“**Reference Price**” means an amount equal to:

[If the Securities relate to a single Underlying Equity the following

⁶³ Only applicable in case of Exempt Securities

applies: the [official closing price] [●] of the Underlying Equity quoted on the Exchange on the Valuation Date without regard to any subsequently published correction as determined by or on behalf of the Calculation Agent (or if, in the opinion of the Calculation Agent, no such [official closing price] [●] can be determined on the Valuation Date and the Valuation Date is not a Disrupted Day, an amount determined by the Calculation Agent in good faith to be equal to the arithmetic mean of the [closing] [●] fair market buying price and the [closing] [●] fair market selling price for the Underlying Equity based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or the middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Underlying Equity or on such other factors as the Calculation Agent shall decide). **[in case of a currency conversion:** The amount determined pursuant to the foregoing shall be converted into the Specified Currency at the Exchange Rate and such converted amount shall be the Reference Price.]]

[If the Securities relate to a basket of Underlying Equities the following applies: the sum of the values calculated for each Underlying Equity as the [official closing price] [●] of the Underlying Equity quoted on the relevant Exchange on the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction (or if, in the opinion of the Calculation Agent, no such [official closing price] [●] can be determined at such time and the Valuation Date is not a Disrupted Day, an amount determined by the Calculation Agent in good faith to be equal to the arithmetic mean of the [closing] [●] fair market buying price and the [closing] [●] fair market selling price for the relevant Underlying Equity based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or the middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the relevant Underlying Equity or on such other factors as the Calculation Agent shall decide), multiplied by the Multiplier. **[in case of a currency conversion:** Each value determined pursuant to the foregoing shall be converted into the Specified Currency at the Exchange Rate and the sum of such converted amounts shall be the Reference Price.]]

“Related Exchange” means, in respect of an Underlying Equity, **[[Related Exchange]**, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Underlying Equity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Underlying Equity on such temporary substitute exchange or quotation system as on the original Related Exchange).] [each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Underlying Equity].

“Scheduled Trading Day” means any day on which each Exchange and [the] [each] Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

“Specified Amount” means [●].

“Strike Price” means [●].

“Underlying Equity” means (subject to § [8]) [each of] [●] [, and together the **“Underlying Equities”**].

“Valuation Date” means [●] or, if such date is not a Scheduled Trading Day, the Valuation Date shall be postponed to the immediately succeeding Scheduled Trading Day[.] [unless in the opinion of the Calculation Agent such day is a Disrupted Day. If such day is a Disrupted Day the provisions of § [7] shall apply.]

IF THE SECURITIES ARE LINKED TO AN INFLATION INDEX OR A BASKET OF INFLATION INDICES THE FOLLOWING APPLIES⁶⁴:

The **“Redemption Amount”** in respect of each principal amount of Securities equal to the [in case of German Securities the following applies: the Specified Denomination] [in case of English Securities: the Calculation Amount] shall be an amount calculated by the [Calculation Agent [in a fair and commercially reasonable manner]] equal to: [●]

provided that the Redemption Amount shall in no event be less than zero. The Redemption Amount will be rounded to the nearest [sub-unit] [where the specified Currency is Japanese Yen the following applies: unit] of the Specified Currency, with 0.5 of a [sub-unit] [unit] being rounded upwards.

[valuation provisions]

The following definitions shall apply:

“Determination Date” means [●].

“Inflation Index” means [●].

“Inflation Index Sponsor” means, in relation to an Inflation Index, the entity that publishes or announces (directly or through an agent) the level of such Inflation Index which, as of the Issue Date, is [●].]

IF THE SECURITIES ARE LINKED TO A COMMODITY OR BASKET OF COMMODITIES THE FOLLOWING APPLIES⁶⁵:

The **“Redemption Amount”** in respect of each principal amount of Securities equal to the [the following applies in case of German Securities: the Specified Denomination] [the following applies in case of English Securities: the Calculation Amount] shall be an amount calculated by the [Calculation Agent [in a fair and commercially reasonable manner]] equal to: [●]

provided that the Redemption Amount shall in no event be less than zero. The Redemption Amount will be rounded to the nearest [sub-unit] [where the specified Currency is Japanese Yen the following applies: unit] of the Specified Currency, with 0.5 of a [sub-unit] [unit] being rounded upwards.

[other valuation provisions]

IF THE SECURITIES ARE LINKED TO A FUND OR BASKET OF FUNDS THE

The **“Redemption Amount”** in respect of each principal amount of Securities equal to [the following applies in case of German Securities: the Specified Denomination] [the following applies in case of English Securities: the Calculation Amount] shall be an amount calculated by the [Calculation Agent [in a fair and commercially reasonable manner]] equal to:

⁶⁴ Only applicable in case of Exempt Securities

⁶⁵ Only applicable in case of Exempt Securities

FOLLOWING APPLIES⁶⁶:

provided that the Redemption Amount shall in no event be less than zero. The Redemption Amount will be rounded to the nearest [sub-unit] [where the specified Currency is Japanese Yen the following applies: unit] of the Specified Currency, with 0.5 of a [sub-unit] [unit] being rounded upwards.

[other valuation provisions]

IF THE SECURITIES ARE LINKED TO A CURRENCY OR BASKET OF CURRENCIES THE FOLLOWING APPLIES⁶⁷:

The “Redemption Amount” in respect of each principal amount of Securities equal to [the following applies in case of German Securities: the Specified Denomination] [the following applies in case of English Securities: the Calculation Amount] shall be an amount calculated by the [Calculation Agent [in a fair and commercially reasonable manner]] equal to: [●]

provided that the Redemption Amount shall in no event be less than zero. The Redemption Amount will be rounded to the nearest [sub-unit] [where the specified Currency is Japanese Yen the following applies: unit] in the Specified Currency, with 0.5 of a [sub-unit] [unit] being rounded upwards.

[other valuation provisions]

IF THE SECURITIES ARE MINIMUM REDEMPTION SECURITIES THE FOLLOWING APPLIES⁶⁸:

The “Redemption Amount” in respect of each principal amount of Securities equal to the [the following applies in case of German Securities: the Specified Denomination] [the following applies in case of English Securities: the Calculation Amount] shall be an amount calculated by the [Calculation Agent [in a fair and commercially reasonable manner]] equal to: [●]

provided that the Redemption Amount shall in no event be less than [minimum redemption amount]. The Redemption Amount will be rounded to the nearest [sub-unit] [where the specified Currency is Japanese Yen the following applies: unit] in the [Specified Currency], 0.5 of a [sub-unit] [unit] being rounded upwards.

[other valuation provisions]

IF THE SECURITIES ARE “PASS THROUGH” SECURITIES THE FOLLOWING APPLIES⁶⁹:

The “Redemption Amount” in respect of each principal amount of Securities equal to [the following applies in case of German Securities: the Specified Denomination] [the following applies in case of English Securities: the Calculation Amount] shall be an amount calculated by the [Calculation Agent [in a fair and commercially reasonable manner]] equal to: [●]

provided that the Redemption Amount shall in no event be less than zero. The Redemption Amount will be rounded to the nearest [sub-unit] [where the Specified Currency is Japanese Yen the following applies: unit] in the Specified Currency, 0.5 of a [sub-unit] [unit] being rounded upwards.

[other valuation provisions]]

IF SPECIFIED IN CASE OF

[●]

⁶⁶ Only applicable in case of Exempt Securities

⁶⁷ Only applicable in case of Exempt Securities

⁶⁸ Only applicable in case of Exempt Securities

⁶⁹ Only applicable in case of Exempt Securities

SECURITIES LINKED TO MORE THAN ONE CLASS OF REFERENCE ITEMS THE FOLLOWING APPLIES⁷⁰:

IF THE SECURITIES REDEEM AT AN AMOUNT OTHER THAN PAR AND DO NOT FIT WITHIN ANY OF THE CATEGORIES OF SECURITIES SET OUT ABOVE, THE FOLLOWING APPLIES⁷¹:

IN CASE OF ENGLISH SECURITIES LINKED TO AN UNDERLYING EQUITY OR A BASKET OF UNDERLYING EQUITIES WHICH ARE (I) PHYSICALLY SETTLED, OR (II) CASH SETTLED AND/OR PHYSICALLY SETTLED THE FOLLOWING APPLIES:

The “**Redemption Amount**” in respect of each principal amount of Securities equal to **[the following applies in case of German Securities: the Specified Denomination] [the following applies in case of English Securities: the Calculation Amount]** shall be **[calculated as follows] [equal to]: [●].**

[(2)] Settlement.

- (a) In order to obtain delivery of the Asset Amount(s) in respect of a Security (i) if such Security is represented by a Global Security, the Securityholder must deliver to the relevant Clearing System, with a copy to the Issuer not later than the close of business in each place of reception on the Cut-Off Date (as defined below), a duly completed Asset Transfer Notice or (ii) if such Security is a Definitive Security, the Securityholder must deliver to any Paying Agent with a copy to the Issuer not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice.

Forms of the Asset Transfer Notice may be obtained during normal business hours from the specified office of any Paying Agent.

An Asset Transfer Notice may only be delivered if such Security is represented by a Global Security in such manner as is acceptable to the relevant Clearing System or, if such Security is a Definitive Security, in writing or by tested telex together with the Securities to which the relevant Asset Transfer Notice relates.

An Asset Transfer Notice must:

- (i) specify the name and address of the Securityholder, the person from whom the Issuer may obtain details for the delivery of the Asset Amount and any details required for delivery of the Asset Amount;
- (ii) if such Security is represented by a Global Security, specify the principal amount of Securities which are the subject of such notice and the number of the

⁷⁰ Only applicable in case of Exempt Securities

⁷¹ Only applicable in case of Exempt Securities

Securityholder's account at the relevant Clearing System to be debited with such Securities and irrevocably instruct and authorise the relevant Clearing System to debit the Securityholder's account with such Securities on or before the Delivery Date;

- (iii) include an undertaking to pay all Delivery Expenses and if the Security is represented by a Global Security, an authority to debit a specified account of the Securityholder at the relevant Clearing System in respect thereof and to pay such Delivery Expenses;
- (iv) specify an account to which dividends (if any) payable pursuant to this subsection or any other cash amounts are to be paid; and
- (v) authorise the production of such notice in any applicable administrative or legal proceedings.

[(vi)] [additional requirements]

No Asset Transfer Notice may be withdrawn after receipt thereof by the relevant Clearing System or a Paying Agent, as the case may be, as provided above. After delivery of an Asset Transfer Notice, the Securityholder may not transfer the Securities which are the subject of such notice.

In case of Securities represented by a Global Security, upon receipt of such notice, the relevant Clearing System shall verify that the person specified therein as the Securityholder is the holder of the specified principal amount of Securities according to its books.

Failure properly to complete and deliver an Asset Transfer Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in these Conditions shall be made in case of Securities represented by a Global Security by the relevant Clearing System after consultation with the Issuer and shall be conclusive and binding on the Issuer and the Securityholder and, if such Security is a Definitive Security, by the relevant Paying Agent after consultation with the Issuer, and shall be conclusive and binding on the Issuer and the Securityholder.

- (b) Delivery of the Asset Amount in respect of each Security shall be [made at the risk of the Securityholder in such commercially reasonable manner as the Calculation Agent shall in its [sole discretion] determine and notify to the person designated by the Securityholder in the relevant Asset Transfer Notice] **[alternative manner of delivery]**.

In relation to each Security which is to be redeemed by delivery of the Asset Amount, the Asset Amount will be delivered at the risk of the Securityholder, in the manner provided above on the Maturity Date (such date, subject to adjustment in accordance with this § [6] the "**Delivery Date**"), provided that the Asset Transfer Notice is duly delivered to the Clearing System or any Paying Agent, as the case may be, with a copy to the Issuer, as provided above, not

later than the close of business in each place of receipt on **[Cut-Off Date]** (the “**Cut-Off Date**”).

If the Securityholder fails to give an Asset Transfer Notice as provided herein with a copy to the Issuer, not later than the close of business in each place of receipt on the Cut-Off Date, then the Asset Amount will be delivered as soon as practicable after the Maturity Date (in which case, such date of delivery shall be the Delivery Date) at the risk of the relevant Securityholder in the manner provided above. For the avoidance of doubt, in such circumstances the relevant Securityholder shall not be entitled to any payment, whether of interest or otherwise, as a result of such Delivery Date falling after the originally designated Delivery Date and no liability in respect thereof shall attach to the Issuer.

- (c) All Delivery Expenses arising from the delivery of the Asset Amount in respect of the Securities shall be for the account of the Securityholder and no delivery of the Asset Amount shall be made until all Delivery Expenses have been paid to the satisfaction of the Issuer by the Securityholder.

After delivery of the Asset Amount and for such period of time as any person other than the relevant Securityholder shall continue to be registered as the legal owner of any such securities or other obligations comprising the Asset Amount (“**Intervening Period**”), none of the Issuer, the Calculation Agent nor any other person shall at any time (i) be under any obligation to deliver or procure delivery to the Securityholder any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of such securities or obligations, (ii) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities or obligations or (iii) be under any liability to the Securityholder in respect of any loss or damage which the Securityholder may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities or obligations.

If, prior to the delivery of the Asset Amount in accordance with this § [6], a Settlement Disruption Event is subsisting, then the Delivery Date in respect of such Security shall be postponed until the date on which no Settlement Disruption Event is subsisting and notice thereof shall be given to the Securityholder, in accordance with § [15]. The Securityholder shall not be entitled to any payment, whether of interest or otherwise, on such Security as a result of any delay in the delivery of the Asset Amount pursuant to this paragraph. Where delivery of the Asset Amount has been postponed as provided in this paragraph the Issuer shall not be in breach of these Conditions and no liability in respect thereof shall attach to the Issuer.

For so long as delivery of the Asset Amount in respect of any Security is not practicable by reason of a Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof, the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Security by payment to the Securityholder of the Disruption Cash Settlement Price (as defined below) not later than on the third Business Day

following the date that the notice of such election (the “**Election Notice**”) is given to the Securityholders in accordance with § [15]. Payment of the Disruption Cash Settlement Price will be made in such manner as shall be notified to the Securityholders in accordance with § [15].

Where the Asset Amount is, in the determination of the Issuer, an amount other than an amount of the Relevant Assets capable of being delivered, the Securityholders will receive an Asset Amount comprising of the nearest number (rounded down) of the Relevant Assets capable of being delivered by the Issuer (taking into account that a Securityholder’s entire holding may be aggregated at the Issuer’s discretion for the purpose of delivering the Asset Amounts), and an amount in the Specified Currency which shall be the value of the amount of the Relevant Assets so rounded down, as calculated by the Calculation Agent in a fair and commercially reasonable manner from such source(s) as it may select (converted if necessary into the Specified Currency by reference to such exchange rate as the Calculation Agent deems appropriate). Payment will be made in such manner as shall be notified to the Securityholders in accordance with § [15].

For the purposes of the Securities (i) the Issuer shall be under no obligation to register or procure the registration of the Securityholder or any other person as the registered shareholder in the register of members of the Equity Issuer, (ii) the Issuer shall not be obliged to account to any Securityholder or any other person for any entitlement received or that is receivable in respect of Underlying Equities comprising the Asset Amount in respect of any Security if the date on which the Underlying Equities are first traded on the Relevant Exchange ex such entitlement is on or prior to the Maturity Date and (iii) any interest, dividend or other distribution in respect of any Asset Amount will be payable to the party that would receive such interest, dividend or other distribution according to market practice for a sale of the Underlying Equities executed on the Delivery Date and to be delivered in the same manner as the Asset Amount. Any such interest, dividend or other distribution to be paid to the Securityholder shall be paid to the account specified in the Asset Transfer Notice.

The following definitions shall apply:

“**Asset Transfer Notice**” means an asset transfer notice substantially in the form set out in the Agency Agreement.

“**Delivery Expenses**” means all costs, taxes, duties and/or expenses, including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes arising from the delivery of the Asset Amount.

“**Disruption Cash Settlement Price**” means, in respect of a Security, an amount equal to the fair market value of such Security (but not taking into account any interest accrued on such Security) on such day as shall be selected by the Issuer [in its sole and absolute discretion] provided that such day is not more than fifteen days before the date that the Election Notice is given as provided above adjusted to take account fully for any losses, expenses and [costs to the Issuer and/or any Affiliate of unwinding or adjusting any underlying or related hedging arrangements (including but not limited to any options or selling or otherwise realising any Relevant Asset or other instruments of any type whatsoever which the Issuer and/or any of its Affiliates

may hold as part of such hedging arrangements)], all as calculated by the Calculation Agent in a fair and commercially reasonable manner.

“**Settlement Disruption Event**” means an event beyond the control of the Issuer as a result of which, in the opinion of the Calculation Agent, delivery of the Asset Amount by or on behalf of the Issuer in accordance with these Terms and Conditions and/or the applicable Final Terms is not practicable.]

IF THE SECURITIES ARE GOVERNED BY GERMAN LAW AND LINKED TO AN UNDERLYING EQUITY OR A BASKET OF UNDERLYING EQUITIES AND (I) PHYSICALLY SETTLED, OR (II) CASH SETTLED AND/OR PHYSICALLY SETTLED THE FOLLOWING APPLIES⁷²:

[●]

§ [7] MARKET DISRUPTION

IF THE SECURITIES ARE LINKED TO A SINGLE INDEX OR A BASKET OF INDICES THE FOLLOWING APPLIES:

If, in the opinion of the Calculation Agent, [the Valuation Date] [or] [the] [an] [Underlying Determination Date] is a Disrupted Day,

[If the Securities relate to a single Index the following applies: the [Valuation Date] [or] [relevant] [Underlying Determination Date] [, as the case may be] shall be postponed to the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the [Scheduled Valuation Date] [or] [Scheduled Underlying Determination Date][, as the case may be] is a Disrupted Day. In that case (i) the eighth Scheduled Trading Day shall be deemed to be the [Valuation Date] [or] [relevant] [Underlying Determination Date][, as the case may be], notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the [Reference Price] [relevant] [Determination Price] by determining the level of the Index as of the [Valuation Time] [Determination Time] on that eighth Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the [Valuation Time] [Determination Time] on that eighth Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that eighth Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the [Valuation Time] [Determination Time] on that eighth Scheduled Trading Day).]

[If the Securities relate to a basket of Indices the following applies: the

⁷² Only applicable in case of Exempt Securities

[Valuation Date] [or] [relevant] [Underlying Determination Date][, as the case may be] for each Index not affected by the occurrence of a Disrupted Day shall be the [Scheduled Valuation Date] [or] [Scheduled Underlying Determination Date][, as the case may be], and the [Valuation Date] [or] [relevant] [Underlying Determination Date][, as the case may be] for each Index affected by the occurrence of a Disrupted Day (each an “Affected Index”) shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Index, unless each of the eight Scheduled Trading Days immediately following the [Scheduled Valuation Date] [or] [Scheduled Underlying Determination Date][, as the case may be] is a Disrupted Day relating to the Affected Index. In that case (i) that eighth Scheduled Trading Day shall be deemed to be the [Valuation Date] [or] [relevant] [Underlying Determination Date][, as the case may be] for the Affected Index, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the [Reference Price] [relevant] [Determination Price] using, in relation to the Affected Index, the level of that Index as of the [Valuation Time] [Determination Time] on that eighth Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the [Valuation Time] [Determination Time] on that eighth Scheduled Trading Day of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that eighth Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the [Valuation Time] [Determination Time] on that eighth Scheduled Trading Day).]

[in case of Index Linked Interest Securities: “Determination Time” means [●] [the Scheduled Closing Time on the relevant Exchange on the Underlying Determination Date in relation to [each Index to be valued] [the Index]. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Determination Time is after the actual closing time for its regular trading session, then the Determination Time shall be such actual closing time.]

“Disrupted Day” means (a) where an Index is not a Multi-Exchange Index, any Scheduled Trading Day on which [the] [a relevant] Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred; or (b) where an Index is a Multi-Exchange Index, any Scheduled Trading Day on which: (i) the Index Sponsor fails to publish the level of the Index; (ii) any Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred.

“Early Closure” means:

- (a) in relation to an Index which is not a Multi-Exchange Index, the closure on any Exchange Business Day of any relevant Exchange relating to securities that comprise 20 per cent. or more of the level of the relevant Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (A) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day or, if earlier, (B) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the [Valuation Time] [Determination Time] on such Exchange Business Day; or
- (b) in relation to an Index which is a Multi-Exchange Index, the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of: (i)

the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the relevant Exchange or Related Exchange system for execution at the relevant [Valuation Time] [Determination Time] on such Exchange Business Day.

“Exchange Business Day” means: (a) where an Index is not a Multi-Exchange Index, any Scheduled Trading Day on which [the] [each] Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time; or (b) where an Index is a Multi-Exchange Index, any Scheduled Trading Day on which: (i) the Index Sponsor publishes the level of the Index; and (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding any Exchange or the Related Exchange closing prior to its Scheduled Closing Time.

“Exchange Disruption” means:

- (a) in relation to an Index which is not a Multi-Exchange Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, on any relevant Exchange(s) in securities that comprise 20 per cent. or more of the level of the relevant Index, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange; or
- (b) in relation to an Index which is a Multi-Exchange Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on the relevant Related Exchange.

“Market Disruption Event” means:

- (a) in relation to an Index other than a Multi-Exchange Index, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant [Valuation Time] [Determination Time] or (iii) an Early Closure; or
- (b) in relation to an Index which is a Multi-Exchange Index either:
 - (i) (x) the occurrence or existence, in respect of any Component Security, of:
 - (1) a Trading Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant [Valuation Time] [Determination Time] in respect of the Exchange on which such Component Security is principally traded;
 - (2) an Exchange Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant [Valuation Time] [Determination Time] in respect

of the Exchange on which such Component Security is principally traded; or

- (3) an Early Closure; and
- (y) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of the Index; or
- (ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (A) a Trading Disruption; (B) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange; or (C) an Early Closure, in each case in respect of such futures or options contracts.

For the purposes of determining whether a Market Disruption Event in respect of an Index exists at any time, if a Market Disruption Event occurs in respect of a security included in the Index or such Component Security at any time, then the relevant percentage contribution of that security or Component Security, as the case may be, to the level of the Index shall be based on a comparison of (i) the portion of the level of the Index attributable to that security or Component Security, as the case may be, and (ii) the overall level of the Index, in each case either (x) except where the Index is not a Multi-Exchange Index, immediately before the occurrence of such Market Disruption Event or (y) where that Index is a Multi-Exchange Index, using the official opening weightings as published by the Index Sponsor as part of the market "opening data".

"Scheduled Closing Time" means, in respect of [the] [an] Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of [the] [such] Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

"Trading Disruption" means:

- (a) in relation to an Index which is not a Multi-Exchange Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) on any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index, or (ii) in futures or options contracts relating to the relevant Index on any relevant Related Exchange;
- (b) in relation to an Index which is a Multi-Exchange Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange.

[in case of Index Linked Interest Securities: "Scheduled Underlying Determination Date" means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Underlying Determination

Date.]

[in case of Index Linked Redemption Securities: “Scheduled Valuation Date” means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.]

[in case of Index Linked Redemption Securities:

“Valuation Time” means:

- (a) in relation to an Index which is not a Multi-Exchange Index, [●] [the Scheduled Closing Time on the [relevant] Exchange on [the Valuation Date] [an] [the] [Underlying Determination Date] in relation to [each Index to be valued] [the Index]. If the [relevant] Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.]; or
- (b) in relation to an Index which is a Multi-Exchange Index, [●][i] for the purposes of determining whether a Market Disruption Event has occurred: (x) in respect of any Component Security, the Scheduled Closing Time on the relevant Exchange and (y) in respect of any options contracts or futures contracts on the Index, the close of trading on the relevant Related Exchange, and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor].]

IF THE SECURITIES ARE LINKED TO AN UNDERLYING EQUITY OR A BASKET OF UNDERLYING EQUITIES THE FOLLOWING APPLIES:

If, in the opinion of the Calculation Agent, [the Valuation Date] [or] [the] [an] [Underlying Determination Date] is a Disrupted Day,

[If the Securities relate to a single Underlying Equity the following applies: the [Valuation Date] [or] [relevant] [Underlying Determination Date][, as the case may be] shall be postponed to the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the [eight] [●] Scheduled Trading Days immediately following the [Scheduled Valuation Date] [or] [Scheduled Underlying Determination Date][, as the case may be] is a Disrupted Day. In that case (i) the [eighth] [●] Scheduled Trading Day shall be deemed to be the [Valuation Date] [or] [relevant] [Underlying Determination Date][, as the case may be], notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the [Reference Price] [relevant] [Determination Price] in accordance with its good faith estimate of the [Reference Price] [relevant] [Determination Price] as of the [Valuation Time] [Determination Time] on that [eighth] [●] Scheduled Trading Day.]

[If the Securities related to a basket of Underlying Equities the following applies: [the Valuation Date] [or] [the] [an] [Underlying Determination Date][, as the case may be] for each Underlying Equity not affected by the occurrence of a Disrupted Day shall be the [Scheduled Valuation Date] [or] [Scheduled Underlying Determination Date][, as the case may be], and the [Valuation Date] [or] [relevant] [Underlying Determination Date][, as the case may be] for each Underlying Equity affected (each an “Affected Equity”) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Equity unless each of the [eight] [●] Scheduled Trading Days immediately following the [Scheduled Valuation Date] [or] [Scheduled Underlying Determination Date][, as the case may be] is a Disrupted Day relating to the Affected Equity. In that case, (i) that [eighth] [●] Scheduled Trading Day shall be deemed to be the [Valuation Date] [or] [relevant] [Underlying Determination Date][, as the case may be] for the Affected Equity, notwithstanding the fact that such day

is a Disrupted Day, and (ii) the Calculation Agent shall determine the [Reference Price] [relevant] [Determination Price] using, in relation to the Affected Equity, its good faith estimate of the value for the Affected Equity as of the [Valuation Time] [Determination Time] on that [eighth] [●] Scheduled Trading Day and otherwise in accordance with the above provisions.]

[in case of Equity Linked Interest Securities: "Determination Time" means [●] [the Scheduled Closing Time on the relevant Exchange on the Underlying Determination Date in relation to [each Underlying Equity to be valued] [the Underlying Equity].] [If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Determination Time is after the actual closing time for its regular trading session, then the Determination Time shall be such actual closing time.]

"Disrupted Day" means any Scheduled Trading Day on which [the] [a relevant] Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

"Exchange Business Day" means any Scheduled Trading Day on which [the] [each] Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Relevant Exchange or Related Exchange closing prior to its Scheduled Closing Time.

"Market Disruption Event" means, in respect of an Underlying Equity:

(a) the occurrence or existence at any time during the one hour period that ends at the relevant [Valuation Time] [Determination Time] of:

(i) any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise:

(A) relating to the Underlying Equity on the Exchange; or

(B) in futures or options contracts relating to the Underlying Equity on any relevant Related Exchange; or

(ii) any event (other than as described in (b) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (A) to effect transactions, in or obtain market values for, the Underlying Equity on the Exchange or (B) to effect transactions in, or obtain market values for, futures or options contracts on or relating to the Underlying Equity on any relevant Related Exchange, which in either case the Calculation Agent determines is material; or

(b) the closure on any Exchange Business Day of the relevant Exchange or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to (A) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day or if earlier (B) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the [Valuation Time] [Determination Time] on such Exchange Business Day.

[in case of Equity Linked Interest Securities: “Scheduled Underlying Determination Date” means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Underlying Determination Date.]

“Scheduled Closing Time” means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

“Scheduled Trading Day” means any day on which [the] [each] Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

[in case of Equity Linked Redemption Securities: “Scheduled Valuation Date” means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.]

[in case of Equity Linked Redemption Securities: “Valuation Time” means [●] [the Scheduled Closing Time on the relevant Exchange on the Valuation Date in relation to each Underlying Equity to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.]]]

IF THE SECURITIES ARE LINKED TO A COMMODITY OF BASKET OF COMMODITIES THE FOLLOWING APPLIES⁷³:

[●]

IF THE SECURITIES ARE LINKED TO A FUND OR BASKET OF FUNDS THE FOLLOWING APPLIES⁷⁴:

[●]

IF THE SECURITIES ARE OTHER TYPES OF SECURITIES THE FOLLOWING APPLIES⁷⁵:

[●]

⁷³ Only applicable in case of Exempt Securities

⁷⁴ Only applicable in case of Exempt Securities

⁷⁵ Only applicable in case of Exempt Securities

[IF APPLICABLE THE FOLLOWING APPLIES IN CASE OF SECURITIES LINKED TO ONE OR MORE REFERENCE ITEMS:

§ [8]
ADJUSTMENTS, EXTRAORDINARY EVENTS AND TERMINATION

IF THE SECURITIES ARE LINKED TO AN INDEX OR A BASKET OF INDICES THE FOLLOWING APPLIES:

- (1) *Successor Index.* If [the] [an] Index is (a) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent, or (b) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then in each case that index (the “**Successor Index**” and in respect of each Successor Index, the relevant “**Successor Index Sponsor**”) will be deemed to be the Index.

- (2) *Modification and Cessation of Calculation of an Index.*

If:
 - (a) [the] [an] Index Sponsor makes or announces on or prior to [the Valuation Date] [the] [an] [Underlying Determination Date] that it will make a material change in the formula for or the method of calculating the [relevant] Index or in any other way materially modifies the [relevant] Index (other than a modification prescribed in that formula or method to maintain the [relevant] Index in the event of changes in constituent stock and capitalisation, contracts or commodities and other routine events) (an “**Index Modification**”); or
 - (b) [the] [an] Index Sponsor permanently cancels the [relevant] Index and no Successor Index exists (an “**Index Cancellation**”); or
 - (c) [the] [an] Index Sponsor or (if applicable) the Successor Index Sponsor fails to calculate and announce on [the Valuation Date] [the] [an] [Underlying Determination Date] [a] [the] [relevant] Index (an “**Index Disruption**” and, together with an Index Modification and an Index Cancellation, each an “**Index Adjustment Event**”),
then:
 - (i) the Calculation Agent shall determine if such Index Adjustment Event has a material effect on the Securities and, if so, shall calculate the [Reference Price] [relevant] [Determination Price] [and/or] [the Initial Price] [and/or] [the Rate of Interest] using, in lieu of a published level for that Index, the level for that Index as at the [Valuation Time on the Valuation Date] [Determination Time on the Underlying Determination Date] as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised that Index immediately prior to that Index Adjustment Event; or
 - (ii) the Issuer shall, on giving notice to the Securityholders in accordance with § [15], redeem all, but not some only, of the Securities, each principal amount of Securities equal to

[the following applies in case of German Securities:
the Specified Denomination] **[the following applies in
case of English Securities:** the Calculation Amount]
being redeemed at the Early Redemption Amount.

Upon the occurrence of an Index Adjustment Event, the Calculation Agent shall give notice as soon as practicable to Securityholders in accordance with § [15], giving details of the action proposed to be taken in relation thereto.]

**IF THE
SECURITIES ARE
LINKED TO AN
UNDERLYING
EQUITY OR A
BASKET OF
UNDERLYING
EQUITIES THE
FOLLOWING
APPLIES:**

[(1)] [if Potential Adjustment Events applies: *Potential Adjustment Event.* Following the declaration by [the] [an] Equity Issuer of the terms of any Potential Adjustment Event, the Calculation Agent will, in a fair and commercially reasonable manner, determine whether such Potential Adjustment Event has a diluting, concentrative or other effect on the theoretical value of the Underlying Equity and, if so, will (a) make the corresponding adjustment, if any, to any one or more of [the Reference Price] [the [relevant] Determination Price] [and/or the Initial Price] [and/or] [the Rate of Interest] [and/or] [the Redemption Amount] [and/or] [the Strike Price] [and/or the Multiplier] and/or any of the other terms of these Conditions as the Calculation Agent in a fair and commercially reasonable manner determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Underlying Equity) and (b) determine the effective date of that adjustment. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Underlying Equity traded on that options exchange.

Upon making any such adjustment, the Calculation Agent shall give notice as soon as practicable to the Securityholders in accordance with § [15], stating the adjustment to [the Reference Price] [the [relevant] Determination Price] [and/or the Initial Price] [and/or] [the Rate of Interest] [and/or] [the Redemption Amount] [and/or] [the Strike Price] [and/or the Multiplier] and/or any of the other terms of these Conditions and giving brief details of the Potential Adjustment Event.]

[(2)] [in case of Securities which relate to Underlying Equities quoted, listed and/or dealt as of the Trade Date in a currency of a member state of the European Union other than Euro: *Euro conversion.* If any Underlying Equity is at any time after the Trade Date quoted, listed and/or dealt exclusively in Euro on the [relevant Exchange] **[the following applies if no Exchange is specified:** principal market on which such Underlying Equity is traded], then the Calculation Agent will adjust any one or more of [the Reference Price] [the [relevant] Determination Price] [and/or the Initial Price] [and/or] [the Rate of Interest] [and/or] [the Redemption Amount] [and/or] [the Strike Price] [and/or the Multiplier] and/or any of the other terms of these Conditions as the Calculation Agent determines in a fair and commercially reasonable manner to be appropriate to preserve the economic terms of the Securities. The Calculation Agent will make any conversion necessary for purposes of any such adjustment as of the [Valuation Time] [Determination Time] at an appropriate mid-market spot rate of exchange determined by the Calculation Agent prevailing as of the [Valuation Time] [Determination Time]. No adjustments under this provision will affect the currency denomination of any payment obligation arising out of the Securities.]

[(3)] [De-listing, Merger Event, Nationalisation[,] [and] Insolvency] [and] [Tender Offer]. If [a De-listing, Merger Event, Nationalisation[,] [or] Insolvency] [or] [Tender Offer] occurs[, in each case,] in relation to an Underlying Equity, the Issuer in its sole and absolute discretion may either:

- (a) require the Calculation Agent to determine in a fair and commercially reasonable manner the appropriate adjustment, if any, to be made to any one or more of [the Reference Price] [the [relevant] Determination Price] [and/or] [the Initial Price] [and/or] [the Rate of Interest] [and/or] [the Redemption Amount] [and/or] [the Strike Price] [and/or the Multiplier] and/or any of the other terms of these Conditions to account for the [De-listing, Merger Event, Nationalisation[,] [or] Insolvency] [or] [Tender Offer], as the case may be, and determine the effective date of that adjustment. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the [De-listing, Merger Event, Nationalisation [,] [or] Insolvency] [or] [Tender Offer], as the case may be, made by an options exchange to options on the Underlying Equity traded on that options exchange; or
- (b) on giving notice to the Securityholders in accordance with § [15], redeem all but not some only of the Securities, each principal amount of Securities equal to [in case of German Securities the following applies: the Specified Denomination] [in case of English Securities the following applies: the Calculation Amount] being redeemed at the Early Redemption Amount.

Upon the occurrence of a [De-listing, Merger Event, Nationalisation [or][,] Insolvency] [or] [Tender Offer], the Calculation Agent shall give notice as soon as practicable to the Securityholders in accordance with § [15] stating the occurrence of the [De-listing, Merger Event, Nationalisation [,] [or] Insolvency [or] [Tender Offer], as the case may be, giving details thereof and the action proposed to be taken in relation thereto.]

[(4)] *Definitions.* For the purposes of this § [8] this Conditions the following definitions apply:

“De-Listing” means, in respect of any relevant Underlying Equity the Exchange announces that pursuant to the rules of such Exchange, such Underlying Equity ceases (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event [or Tender Offer]) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union).

“Insolvency” means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Equity Issuer (A) all the Underlying Equity of that Equity Issuer are required to be transferred to an insolvency administrator, a trustee, liquidator or other similar official or (B) holders of the Underlying Equities of that Equity Issuer become legally prohibited from transferring them.

“Merger Date” means, the closing date of a Merger Event or, where a

closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

“Merger Event” means, in respect of any relevant Underlying Equities, any (a) reclassification or change of such Underlying Equities that results in a transfer of or an irrevocable commitment to transfer all of such Underlying Equity outstanding to another entity or person, (b) consolidation, amalgamation, merger or binding share exchange of the Equity Issuer, with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Equity Issuer is the continuing entity and which does not result in a reclassification or change of all of such Underlying Equities outstanding), (c) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Underlying Equities of the Equity Issuer that results in a transfer of or an irrevocable commitment to transfer all such Underlying Equities (other than such Underlying Equities owned or controlled by such other entity or person), or (d) consolidation, amalgamation, merger or binding share exchange of the Equity Issuer or its subsidiaries with or into another entity in which the Equity Issuer is the continuing entity and which does not result in a reclassification or change of all such Underlying Equities outstanding but results in the outstanding Underlying Equities (other than Underlying Equities owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent of the outstanding Underlying Equities immediately following such event, in each case if the Merger Date is on or before the [Valuation Date] [relevant] [Underlying Determination Date] or, if the Securities are to be redeemed by delivery of the Underlying Equities, the Maturity Date.

“Nationalisation” means that all the Underlying Equities or all or substantially all the assets of the Equity Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

“Potential Adjustment Event” means any of the following:

- (a) a subdivision, consolidation or reclassification of relevant Underlying Equities (unless resulting in a Merger Event), or a free distribution or dividend of any such Underlying Equities to existing holders by way of bonus, capitalisation or similar issue;
- (b) a distribution, issue or dividend to existing holders of the relevant Underlying Equities of (i) such Underlying Equities or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Equity Issuer equally or proportionately with such payments to holders of such Underlying Equities, or (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Equity Issuer as a result of a spin off or other similar transaction or (iv) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (c) an extraordinary dividend as determined by the Calculation Agent;
- (d) a call by the Equity Issuer in respect of the Underlying Equities that are not fully paid;

- (e) a repurchase by the Equity Issuer or any of its subsidiaries of relevant Underlying Equities whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
- (f) in respect of the Equity Issuer, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Equity Issuer, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, securities or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; and
- (g) any other event having, in the opinion of the Calculation Agent, a diluting, concentrative or other effect on the theoretical value of the relevant Underlying Equities.

["**Tender Offer**"] means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Equity Issuer, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.]

["**Trade Date**"] means [●].]

IF THE SECURITIES ARE LINKED TO AN INFLATION INDEX OR A BASKET OF INFLATION INDICES THE FOLLOWING APPLIES:

- (1) *Delay in Publication.* If the Calculation Agent determines that a Delayed Index Level Event in respect of an Index has occurred with respect to any Determination Date, then the Relevant Level for such Index the subject of such Delayed Index Event (the "**Substitute Index Level**") shall be determined by the Calculation Agent [the following applies if Related Bond is not applicable: by reference to the following formula:] [the following applies if Related Bond is applicable: as follows:
 - (a) the Calculation Agent shall determine the Substitute Index Level by reference to the corresponding index level determined under the terms and conditions of the relevant Related Bond; or
 - (b) if the Calculation Agent is not able to determine a Substitute Index Level under (a) above, the Calculation Agent shall determine the Substitute Index Level by reference to the following formula:]

$$\text{Substitute Index Level} = \text{Base Level} \times (\text{Latest Level}/\text{Reference Level})$$

where:

"**Base Level**" means, in respect of an Inflation Index, the level of such Inflation Index (excluding any "flash" estimates) published or announced by the relevant Inflation Index Sponsor in respect of the month which is 12 calendar months prior to the month for which the Substitute Index Level is being determined.

“Latest Level” means, in respect of an Inflation Index, the latest level of such Inflation Index (excluding any “flash” estimates) published or announced by the relevant Inflation Index Sponsor prior to the month in respect of which the Substitute Index Level is being determined.

“Reference Level” means, in respect of an Inflation Index, the level of such Inflation Index (excluding any “flash” estimates) published or announced by the relevant Inflation Index Sponsor in respect of the month that is 12 calendar months prior to the month in respect of the Latest Level.

The Issuer shall give notice to the Securityholders in accordance with § [15] of any Substitute Index Level calculated pursuant to this § [8](1).

- (2) *Cessation of Publication.* If a level for the Inflation Index has not been published or announced for two consecutive months or the Inflation Index Sponsor announces that it will no longer continue to publish or announce the Inflation Index then the Calculation Agent shall determine a successor index (in lieu of any previously applicable Inflation Index) for the purposes of the Inflation Linked Securities by using the following methodology:
- (i) **[the following applies if Related Bond is applicable:** if at any time, a successor index has been designated by the Calculation Agent pursuant to the terms and conditions of the Related Bond, such successor index shall be designated a “Successor Index” notwithstanding that any other Successor Index may previously have been determined under sub-paragraphs (ii), (iii) or (iv) below; or]
 - (ii) if **[the following applies if Related Bond is applicable:** a Successor Index has not been determined pursuant to § [8](2)(i)] and] a notice has been given or an announcement has been made by the Inflation Index Sponsor, specifying that the Inflation Index will be superseded by a replacement Inflation Index specified by the Inflation Index Sponsor, and the Calculation Agent determines that such replacement index is calculated using the same or substantially similar formula or method of calculation as used in the calculation of the previously applicable Inflation Index, such replacement index shall be the Inflation Index for purposes of the Inflation Linked Securities from the date that such replacement Inflation Index comes into effect; or
 - (iii) if a Successor Index has not been determined pursuant to § [8](2)(i) **[the following applies if Related Bond is applicable:** or § [8](2)(ii)], the Calculation Agent shall ask five leading independent dealers to state what the replacement index for the Inflation Index should be. If between four and five responses are received, and of those four or five responses, three or more leading independent dealers state the same index, this index will be deemed the “Successor Inflation Index”. If three responses are received, and two or more leading independent dealers state the same index, this index will be deemed the “Successor Inflation Index”. If fewer than three responses are received, the Calculation Agent will proceed to § [8](2)(iv); or
 - (iv) if no replacement index or Successor Inflation Index has been deemed under § [8](2)(i), § [8](2)(ii) **[the following applies if Related Bond is applicable:** or § [8](2)(iii)], by the next occurring

Cut-Off Date the Calculation Agent will determine an appropriate alternative index from such Cut-Off Date, and such index will be deemed a "Successor Inflation Index"; or

- (v) if the Calculation Agent determines that there is no appropriate alternative index, in relation to Securities, the Issuer shall give notice to the Securityholders in accordance with § [15] and redeem all but not some only of the Securities, each principal amount of Securities equal to **[in case of German Securities the following applies: the Specified Denomination] [in case of English Securities the following applies: the Calculation Amount]** being redeemed at the Early Redemption Amount.

- (3) *Rebasing of the Inflation Index.* If the Calculation Agent determines that the Inflation Index has been or will be rebased at any time, the Inflation Index as so rebased (the "**Rebased Index**") will be used for purposes of determining the level of the Inflation Index from the date of such rebasing; provided, however, that the Calculation Agent shall make adjustments **[the following applies if Related Bond is applicable: as are made by the calculation agent pursuant to the terms and conditions of the Related Bond]** to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Index before it was rebased.

- (4) *Material Modification Prior to Last Occurring Cut-Off.* If, on or prior to the last occurring Cut-Off Date, the Inflation Index Sponsor announces that it will make a material change to the Inflation Index then the Calculation Agent shall make **[the following applies if Related Bond is applicable: any such adjustments consistent with adjustments made to the Related Bond] [the following applies if Related Bond is not applicable: only those adjustments to the Inflation Index necessary for the modified Inflation Index to continue as the Inflation Index]**.

- (5) *Definitions:* For the purposes of this § [8] the following definitions shall apply:

"**Cut-Off Date**" means, in respect of a Determination Date, **[●]**[five Business Days prior to such Determination Date].

"**Delayed Index Level Event**" means, in respect of any Determination Date and an Inflation Index, that the relevant Index Sponsor fails to publish or announce the level of such Index (the "**Relevant Level**") in respect of any Reference Month which is to be utilised in any calculation or determination to be made by the Issuer in respect of such Determination Date, at any time on or prior to the Cut-Off Date.

"**Determination Date**" means **[●]**.

[the following applies if Related Bond is applicable: "End Date" means: [●].

"**Fallback Bond**" means, in respect of an Inflation Index, a bond selected by the Calculation Agent and issued by the government of the country to whose level of inflation the relevant Inflation Index relates and which pays a coupon or redemption amount which is calculated by reference to such Inflation Index, with a maturity date which falls on (a) the same day as the End Date, (b) the next longest maturity after the End Date if there is no such bond maturing on the End Date, or (c) the next shortest maturity before the End Date if no bond defined in (a) or (b) is selected by the Calculation

Agent. **[if the relevant Inflation Index relates to the level of inflation across the European Monetary Union:** the Calculation Agent will select an inflation-linked bond that is a debt obligation of one of the governments (but not any government agency) of France, Italy, Germany or Spain and which pays a coupon or redemption amount which is calculated by reference to the level of inflation in the European Monetary Union.] In each case, the Calculation Agent will select the Fallback Bond from those inflation linked bonds issued on or before the Issue Date and, if there is more than one inflation-linked bond maturing on the same date, the Fallback Bond shall be selected by the Calculation Agent from those bonds. If the Fallback Bond redeems, the Calculation Agent will select a new Fallback Bond on the same basis, but selected from all eligible bonds in issue at the time the original Fallback Bond redeems (including any bond for which the redeemed bond is exchanged).]

“Reference Month” means the calendar month for which the level of the Inflation Index was reported, regardless of when this information is published or announced. If the period for which the Relevant Level was reported is a period other than a month, the Reference Month shall be the period for which the Relevant Level was reported.

[the following applies if Related Bond is applicable: “Related Bond” means, in respect of an Inflation Index, **[●]****[the following applies if Fallback Bond is applicable:** If the Related Bond redeems or matures before the End Date, the Calculation Agent shall use the Fallback Bond for any Related Bond determination.

**IF THE
SECURITIES ARE
LINKED TO A
COMMODITY OR
BASKET OF
COMMODITIES
THE FOLLOWING
APPLIES⁷⁶:**

[●]

**IF THE
SECURITIES ARE
LINKED TO A
FUND OR
BASKET OF
FUNDS THE
FOLLOWING
APPLIES⁷⁷:**

[●]

**IF THE
SECURITIES ARE
OTHER TYPES OF
SECURITIES THE
FOLLOWING**

[●]

⁷⁶ Only applicable in case of Exempt Securities

⁷⁷ Only applicable in case of Exempt Securities

**§ [9]
AGENTS**

- (1) *Appointment.* The Fiscal Agent [[,] [and] the Paying Agent[s] [.] [and] [the Calculation Agent] [and the Determination Agent]] and [its] [their] [respective] office[s] [is] [are]:

Fiscal Agent: **[in case of German Securities the following applies:**

[Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Germany][●]

[in case of English Securities the following applies:

[Deutsche Bank AG, London Branch
Winchester House,
1 Great Winchester Street
London EC2N 2DB
United Kingdom][●]

(the “**Fiscal Agent**”)

Paying Agent[s]: [Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Germany]

[Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom]

[Deutsche Bank Luxembourg S.A.
2 boulevard Konrad Adenauer
L-1115 Luxembourg
Luxembourg]

[in case of Securities listed on the SIX Swiss Exchange the following applies:

Deutsche Bank AG, Zurich Branch
Uraniastrasse 9
P.O. Box 3604
8021 Zurich
Switzerland

(the “**Swiss Paying Agent**”)

([each a] [the] “Paying Agent” [and together the “Paying Agents”])

⁷⁸ Only applicable in case of Exempt Securities

[In case the Fiscal Agent is to be appointed as Calculation Agent the following applies: The Fiscal Agent shall also act as Calculation Agent (the “Calculation Agent”).]

[In case of a Calculation Agent other than the Fiscal Agent is to be appointed the following applies: The Calculation Agent and its initial specified office shall be: [name and specified office] (the “Calculation Agent”)]

[If the Fiscal Agent is to be appointed as Determination Agent the following applies: The Fiscal Agent shall also act as Determination Agent (the “Determination Agent”).]

[If a Determination Agent other than the Fiscal Agent is to be appointed the following applies: The Determination Agent (the “Determination Agent”) and its initial office shall be: [name and specified office]]

The Fiscal Agent[,] [and] [the Paying Agent[s]] [,] [and] [the Calculation Agent] [and the Determination Agent] reserve[s] the right at any time to change [its] [their] respective office to some other offices.

- (2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent [,] [or] [the] [any] Paying Agent] [or] [the Calculation Agent] [or the Determination Agent] and to appoint another Fiscal Agent [or another or additional Paying Agents] [,] [or] [another Calculation Agent] [or another Determination Agent]. The Issuer shall at all times maintain (a) a Fiscal Agent **[in case of Securities admitted to trading on, or listed on the Official List of, a stock exchange the following applies: [,] [and]** (b) so long as the Securities are admitted to trading or listed on the Official List, of the **[the following applies: name of Stock Exchange]**, a Paying Agent (which may be the Fiscal Agent) with an office in **[the following applies: location of Stock Exchange]** and/or in such other place as may be required by the rules of such stock exchange (or any other relevant authority) **[in case of payments in U.S. dollars the following applies: [,] [and]** [(c) if payments at or through the offices of all Paying Agents outside the United States (as defined in § 4(3)) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in U.S. dollars, a Paying Agent with an office in the United States] **[in case of any Calculation Agent is to be appointed the following applies: and [(d) a Calculation Agent [if any Determination Agent is to be appointed the following applies: [and] [(e) a Determination Agent [if Determination Agent is required to maintain an office in a Required Location: with an office in [required location]]. Any variation, termination, appointment or change shall only take effect (other than in case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Securityholders in accordance with § [15].**
- (3) *Agents of the Issuer.* The Fiscal Agent [,] [and] the Paying Agent[s] [and] [the Calculation Agent] [and the Determination Agent] act solely as agents of the Issuer and do not have any obligations towards, or relationship of agency or trust with any Securityholder [,] [or] [Couponholder] [or] [Receiptholder]. The Agency Agreement contains provisions permitting any entity into which any agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to

become successor agent.

**§ [10]
TAXATION**

**IN CASE OF
SECURITIES
WITHOUT
GROSS-UP FOR
WITHHOLDING
TAXES THE
FOLLOWING
APPLIES:**

All amounts payable in respect of the Securities shall be made with such deduction or withholding of taxes, duties or governmental charges of any nature whatsoever imposed, levied or collected by the way of deduction or withholding, if such deduction or withholding is required by law (including pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof ("**FATCA**") or pursuant to any law implementing an intergovernmental approach to FATCA).

**IN CASE OF
SECURITIES
WITH GROSS-UP
FOR
WITHHOLDING
TAXES THE
FOLLOWING
APPLIES:**

(1) *Withholding Taxes and Additional Amounts.* All amounts payable in respect of the Securities shall be made without deduction or withholding for or on account of any present or future taxes, duties or governmental charges of any nature whatsoever imposed or levied by way of deduction or withholding (i) by or on behalf of [Germany] [the United Kingdom] [Portugal] [Spain] [Australia] [**country in which any other issuing branch is located**] or any political subdivision or any authority thereof or therein having power to tax or (ii) pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof ("**FATCA**") or any law implementing an intergovernmental approach to FATCA ("**Withholding Taxes**") unless such deduction or withholding is required by law (including pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to FATCA or any law implementing an intergovernmental approach to FATCA).

In such event, the Issuer shall, to the fullest extent permitted by law, pay such additional amounts of principal and interest (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Securityholders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes, duties or governmental charges which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Securityholder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it; or
- (b) are payable by reason of the Securityholder having, or having had, some personal or business connection with [Germany] [the United Kingdom] [Portugal] [Spain] [Australia] [**country in which any other issuing branch is located**] and not merely by reason of the fact that payments in respect of the Securities are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, [Germany] [the United Kingdom] [Australia] [**country in**

which any other issuing branch is located]; or

- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which [Germany] [the United Kingdom] [Portugal] [Spain] [Australia] [**country in which any other issuing branch is located**] or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding; or
- (d) are required by reason of an agreement described in Section 1471(b) of the Code or otherwise required by FATCA or any law implementing an intergovernmental approach to FATCA; or
- (e) are presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that a Securityholder would have been entitled to additional amounts on presenting the same for payment on the last day of the period of 30 days assuming that day to have been a Business Day; or
- (f) are withheld or deducted in relation to a Security presented for payment by or on behalf of a Securityholder who would have been able to avoid such withholding or deduction by presenting the relevant Security to another Paying Agent in a Member State of the European Union; or
- (g) are deducted or withheld by a Paying Agent from a payment if the payment could have been made by another Paying Agent without such deduction or withholding; or
- (h) would not be payable if the Securities had been kept in safe custody with, and the payments had been collected by, a banking institution; or
- (i) are payable by reason of a change in law or practice that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with § [15], whichever occurs later[.][or]

[in case of Securities issued by Deutsche Bank AG, Sydney Branch the following applies:

- (j) are payable by reason of the Securityholder being an associate of the Issuer for the purposes of section 128F (6) of the Income Tax Assessment Act 1936 of Australia.]

**IN CASE OF
SECURITIES
WITH GROSS-UP
FOR
WITHHOLDING
TAXES THE
FOLLOWING
APPLIES:**

- (2) *Early redemption.* If, as a result of any change in, or amendment to, the laws or regulations prevailing in [Germany] [the United Kingdom] [Portugal] [Spain] [Australia] [**country in which any other issuing branch is located**] or the United States, which change or amendment becomes effective on or after [**the following applies: Issue Date of the first Tranche of this Series of Securities**], or as a result of any application or official interpretation of such laws or regulations not generally known before that date, Withholding Taxes are or will be leviable on payments of principal or interest in respect of the Securities, and, by reason of the obligation to pay Additional Amounts as provided in paragraph (1), such Withholding

Taxes are to be borne by the Issuer, the Issuer may **[in case of Subordinated Securities the following applies:** , subject to prior consent of the competent supervisory authority,] redeem the Securities in whole, but not in part, at any time, on giving not less than 30 days' notice, at their Early Redemption Amount together with interest accrued to the date fixed for redemption. No such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to withhold or pay Withholding Taxes were a payment in respect of the Securities then made.

(3) *Notice.* Any such notice shall be given by publication in accordance with § [15]. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right so to redeem.

(4) *Transfer of Issuer's domicile.* In case of a transfer of the Issuer's domicile to another country, territory or jurisdiction, the preceding provisions shall apply with the understanding that any reference to the Issuer's domicile shall from then on be deemed to refer to such other country, territory or jurisdiction.]

**IN CASE OF
SECURITIES
WITH GROSS-UP
FOR
WITHHOLDING
TAXES AND
GUARANTEED BY
DEUTSCHE BANK
AG, NEW YORK
BRANCH THE
FOLLOWING
APPLIES:**

(5) *Payment without Withholding.* All payments in respect of the Guarantee by or on behalf of the Guarantor shall be made without withholding or deduction for, or on account of, any present or future taxes, duties assessments or governmental charges of whatever nature ("**Taxes**") imposed or levied (i) by or on behalf of any Relevant Jurisdiction or (ii) pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof ("**FATCA**") or any law implementing an intergovernmental approach to FATCA, unless the withholding or deduction of the Taxes is required by law (including pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to FATCA or any law implementing an intergovernmental approach to FATCA). In that event, the Guarantor will pay, subject to the exceptions and limitations set forth below, such additional amounts as may be necessary in order that the net amounts received by the Securityholders after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Guarantee in the absence of the withholding or deduction. However, the Issuer shall not be required to pay any such additional amounts for or on account of:

- (a) any tax, assessment or other governmental charge that would not have been imposed but for (A) the existence of any present or former connection, other than the mere benefit of the Guarantee between a Securityholder (or between a fiduciary, settlor or beneficiary of, or a person holding a power over, such holdings, if such holder is an estate or a trust, or a member or shareholder of such holder, is a partnership or corporation) and the United States, including, without limitation, such holder (or such fiduciary, settlor, beneficiary, person holding a power, member or shareholder) being or having been a citizen or resident thereof or being or having been engaged in a trade or business or present therein or having had a permanent establishment therein; or (B) such Securityholder's past or present status as a personal holding company, foreign private foundation or other foreign tax-exempt organisation with respect to the United States, or as corporation that accumulates earnings to avoid United States federal income tax; or

- (b) any estate, inheritance, gift, sales, transfer, excise, wealth or personal property tax or any similar tax, assessment or other governmental charge; or
- (c) any tax, assessment or other governmental charge that would not have been imposed but for:
 - (i) the presentation by the holder of the Guarantee for payment for more than fifteen days after the Relevant Date; or
 - (ii) a change in law, regulation or administrative or judicial interpretation that becomes effective more than 30 days after the payment becomes due or is duly provided for, whichever occurs later; or
- (d) any tax, assessment or other governmental charge that is payable otherwise than by deduction or withholding from a payment under the Guarantee; or
- (e) any tax, assessment or other governmental charge required to be deducted or withheld by any Paying Agent from a payment under the Guarantee, if such payment can be made without such deduction or withholding by presenting the relevant Security at any other Paying Agent; or
- (f) any tax, assessment or other governmental charge that would not have been imposed but for a failure of a Securityholder or the beneficial owner of such Security, its agent or any financial institution through which the holder or beneficial owners holds the Securities or through which payments on the Securities is made to comply with (1) certification, documentation, information or other reporting requirements or agreement concerning United States accounts maintained by the holder or beneficial owners (or any such financial institution), including by reason of holding the Securities, concerning the nationality, residence, identity or connection with the United States of the holder or the beneficial owner of a Security (or any such financial institution), or any substantially similar requirement or agreement, including an agreement described in Section 1471(b) of the Code or otherwise required by FATCA or any law implementing an intergovernmental approach to FATCA if such compliance is required by statute or regulation of the United States or any political subdivision or taxing authority thereof or therein, or by any applicable income tax treaty to which the United States is party or any substantially similar requirement or agreement, including an agreement described in Section 1471(b) of the Code or otherwise required by FATCA or any law implementing an intergovernmental approach to FATCA as precondition to relief or exemption from such tax, assessment or other governmental charge (including back-up withholding) or (2) any other certification, documentation, reporting or other similar requirements under United States income tax laws or regulations that would establish entitlement to otherwise applicable relief or exemption from such tax, assessment or other governmental charge; or
- (g) any tax, assessment or other governmental charge imposed on a

holder that actually owns or is deemed to own (directly, indirectly or constructively) 10 per cent. or more of the combined voting power of all classes of stock of the Issuer or that is a bank receiving interest described under Section 881(c)(3)(A) of the United States Internal Revenue Code of 1986, as amended, or that is a controlled foreign corporation related to the Issuer through stock ownership; or

- (h) a payment under the Guarantee to a Securityholder that is a fiduciary or partnership or other than the sole beneficial owner of such payment to the extent a beneficiary or settlor with respect to such fiduciary or a member of such partnership or beneficial owner would not have been entitled to the additional interest amounts had such beneficiary, settlor, member or beneficial owner been the holder of such Security; or
- (i) any deduction or withholding pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which (x) the United States and (y) the European Union and/or [Germany] [the United Kingdom] [Italy] [Portugal] [Spain] [Australia] [**country in which any other issuing branch is located**] is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding; or
- (j) any combination of sub-paragraphs (a) to (i) above.

(6) *Interpretation.* In this § [10]:

- (a) **“Relevant Date”** means the date on which the payment first becomes due but, if the full amount of the money payable has not been received by the Fiscal Agent on or before the due date, it means the date on which, the full amount of the money having been so received, notice to that effect shall have been duly given to the Securityholders by the Issuer in accordance with § [15]; and
- (b) **“Relevant Jurisdiction”** means the United States of America or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Securities, as the case may be.

(7) *Additional Amounts.* Any reference in these Conditions to any amounts in respect of the Securities [or under the Guarantee] shall be deemed also to refer to any additional amounts which may be payable under this Condition.

§ [11] PRESCRIPTION

**IN CASE OF
GERMAN
SECURITIES THE
FOLLOWING**

The presentation period provided in § 801(1), sentence 1 German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years for the Securities.

APPLIES:

IN CASE OF
ENGLISH
SECURITIES THE
FOLLOWING
APPLIES:

- (1) *Prescription.* The Securities [,] [and] [Coupons] [and] [Receipts] will become void unless presented for payment within a period of ten years (in case of principal) and five years (in case of interest) after the Relevant Date therefor.
- (2) *Replacement.* Should any Security[,] [or] [Coupon] [,] [or] [Receipt] [or Talon] be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of **[in case of Securities, Receipts or Coupons the following applies: the Fiscal Agent] [in case of Securities admitted to trading on, listed on the Official List of, the Luxembourg Stock Exchange the following applies: or the Paying Agent in Luxembourg]** upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Securities[,] [or] [Coupons][,] [or] [Receipts] [or Talons] must be surrendered before replacements will be issued.
- (3) *Coupon sheet.* There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this § [11] or § 4 or any Talon which would be void pursuant to § 4.

For the purposes of this § [11], “**Relevant Date**” means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Fiscal Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Securityholders in accordance with § [15].

[in case of Securities issued with Talons the following applies: On or after the [Interest Payment Date] [Interest Period End Date] on which the final Coupon comprised in any Coupon sheet matures, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Security to which it appertains) a further Talon, subject to the provisions of this § [11].

IN CASE OF UN-
SUBORDINATED
SECURITIES THE
FOLLOWING
APPLIES:

§ [12]
EVENTS OF DEFAULT

- (1) *Events of default.* Each Securityholder shall be entitled to declare its Securities due and demand immediate redemption thereof at the Early Redemption Amount (as defined in § 5[(5)]) together with interest accrued to the date of repayment, in the event that any of the following events occurs:
 - (a) the Issuer [or the Guarantor] fails to pay principal or interest within 30 days of the relevant due date; or
 - (b) the Issuer [or the Guarantor] fails duly to perform any other

obligation arising from the Securities, if such failure continues for more than 60 days after the Fiscal Agent has received notice thereof from a Securityholder; or

- (c) the Issuer [or the Guarantor] announces its inability to meet its financial obligations or ceases its payments; or
- (d) a court in Germany [**in case of Securities issued by a branch located outside the EEA the following applies:** or **[the country where such branch is located] [in case of Securities guaranteed by Deutsche Bank AG, New York Branch the following applies:** or the United States] opens insolvency proceedings against the Issuer [or the Guarantor].

The right to declare Securities due shall terminate if the situation giving rise to it has been cured before the right is exercised.

- (2) *Quorum.* In the events specified in paragraph (1)(b), any notice declaring Securities due shall, unless at the time such notice is received any of the events specified in paragraph (1)(a), (c) or (d) entitling Securityholders to declare their Securities due has occurred, become effective only when the Fiscal Agent has received such notices from the Securityholders of at least one-tenth in principal amount of Securities then outstanding.
- (3) *Form of Notice.* Any notice, including any notice declaring Securities due, in accordance with paragraph (1) shall be made by means of a written declaration delivered by hand or registered mail to the Fiscal Agent.

§ [13] SUBSTITUTION OF THE ISSUER OR BRANCH

- (1) *Substitution.* The Issuer (or any previously substituted company) may, without the consent of the Securityholders, if no payment of principal or of interest on any of the Securities is in default, at any time substitute for the Issuer any other company as principal debtor in respect of all obligations arising from or in connection with the Securities (the “**Substitute Debtor**”) provided that:
 - (a) the Substitute Debtor assumes all payment obligations arising from or in connection with the Securities;
 - (b) the Substitute Debtor has obtained all necessary authorisations and may transfer to the Fiscal Agent in the currency required hereunder all amounts required for the fulfilment of the payment or delivery obligations arising under the Securities; and
 - (c) the Issuer irrevocably and unconditionally guarantees [**in case of subordinated Securities the following applies:** on a subordinated basis] in favour of each Securityholder the payment of all sums payable by the Substitute Debtor in respect of the Securities[; and

[In case of Subordinated Securities the following applies:

- (d) such substitution is effected in a manner as prescribed by

applicable law and regulations and the competent supervisory authority has raised no objection to such substitution].

The Issuer shall have the right upon giving notice to the Securityholders in accordance with § [15] to change the branch through which it is acting for the purpose of the Securities, the date of such change to be specified in such notice provided that no change can take place prior to the giving of such notice.

- (2) *Notice.* Notice of any such substitution shall be published in accordance with § [15].
- (3) *Change of References.* In the event of any such substitution, any reference in these Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and 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 Substitute Debtor. [Furthermore, in the event of such substitution, the following shall apply:

**IN CASE OF
SECURITIES
WHICH CONTAIN
A GROSS-UP
PROVISION THE
FOLLOWING
APPLIES:**

[(a)] [in § [10] an alternative reference to the payment obligations of the guarantor under the guarantee pursuant to paragraph (1) of this § [13] to [Germany] [the United Kingdom] [Italy] [Portugal] [Spain] [Australia] **[country in which any other issuing branch is located]** shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor]; and]

**IN CASE OF UN-
SUBORDINATED
SECURITIES THE
FOLLOWING
APPLIES:**

[(b)] in § [12](1)(c) and (d) an alternative reference to the Issuer in respect of its obligations as guarantor under the guarantee pursuant to paragraph (1) of this § [13] shall be deemed to have been included in addition to the reference to the Substitute Debtor.

§ [14]

FURTHER ISSUES AND PURCHASES

- (1) *Further Issues.* The Issuer may from time to time, without the consent of the Securityholders [,] [or] [the Couponholders] [or] [the Receiptholders], issue further securities having the same terms as the Securities or the same terms in all respects save for the issue date, the amount and the date of the first payment of interest thereon, the date from which interest starts to accrue and/or issue price so and the date from which interest starts to accrue as to form a single Series with the outstanding Securities.
- (2) *Purchases and Cancellation.* **[In case of Subordinated Securities the following applies:** Subject to § 2 and only if, when and to the extent that the purchase is not prohibited by applicable capital regulations, the] [The] Issuer may at any time purchase Securities in the open market or otherwise and at any price. Securities purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.

**§ [15]
NOTICES**

**IF PUBLICATION
IS SPECIFIED AS
APPLICABLE THE
FOLLOWING
APPLIES:**

[(1) *Publication.*] Subject as provided in **[in case of Unsubordinated Securities the following applies: § [12](3)] [and] [paragraph (2) below]**, all notices concerning the Securities shall be published in the German Federal Gazette (*Bundesanzeiger*) **[in case of English Securities the following applies: and in a leading English language daily newspaper of general circulation in London expected to be the [Financial Times in London] [other applicable newspaper].** Any notice so given will be deemed to have been validly given on **[the date of] [●] [such publication (or, if published more than once, on [the date of] [●] the first such publication).**

[In case of Securities admitted to trading on the regulated market of, or listed on the Official List of, the Luxembourg Stock Exchange the following applies: If and for so long as the Securities are admitted to trading on the regulated market, or listed on the Official List, of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, all notices concerning the Securities shall also be published in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu).]

[In case of a listing on the SIX Swiss Exchange the following applies: All notices concerning the Securities shall also be published in electronic form on the website of the SIX Swiss Exchange (www.six-swiss-exchange.com).]

**IN CASE OF
NOTIFICATION
TO CLEARING
SYSTEM THE
FOLLOWING
APPLIES:**

[(2) *Notification to Clearing System.* **[in case of Securities which may be exchanged for Definitive Securities the following applies:** Until such time as Definitive Securities are issued and so long as the Global Security representing the Securities is held in its entirety **[on behalf of] [by] the relevant Clearing System, the][The] Issuer may deliver all notices concerning the Securities to the Clearing System for communication by the Clearing System to the Securityholders.] [Such notification to the Clearing System will substitute the publication pursuant to paragraph (1) above **[in case of Securities which are admitted to trading on the regulated market, or listed on a stock exchange the following applies:** provided that so long as any security is admitted to trading on the regulated market of or listed on the **[name of relevant stock exchange]**, the requirement or the rules of such stock exchange with respect to notices shall apply. However, if the rules of the **[name of relevant stock exchange]** so permit, the Issuer may deliver the relevant notice **[(e.g. notices regarding the rate of interest)]** to the Clearing System for communication by the Clearing System to the Securityholder, in lieu of any other publication otherwise required by such rules.] Any such notice shall be deemed to have been given to the holders of the Securities on **[the day on which] [the [seventh] [●] [London] [Frankfurt] [TARGET2] [other relevant location] Business Day after] [●]** the said notice was given to the relevant Clearing System.]**

**IN CASE OF
NOTIFICATION
BY
SECURITYHOLDE**

[(3) *Notification by Securityholders.* Notice to be given by any Securityholders shall be given to the Fiscal Agent **[in case of Securities which are admitted to trading on or listed on the Official List of, the Luxembourg Stock Exchange the following applies:** or the Paying Agent in

RS THROUGH
THE CLEARING
SYSTEM(S) THE
FOLLOWING
APPLIES:

Luxembourg] through the Clearing System in such manner as the Fiscal Agent and/or the Clearing System, as the case may be, may approve for this purpose. **[In case of Securities which are exchangeable for Definitive Securities the following applies:** In case of any Security in definitive form, notices to be given by any Securityholder shall be in writing and given by lodging the same, together with the relative Security or Securities, with the Fiscal Agent **[in case of Securities admitted to trading on, or listed on the Official List of, the Luxembourg Stock Exchange the following applies:** or the Paying Agent in Luxembourg.

IN CASE OF
NOTIFICATION
BY
SECURITYHOLDE
RS THROUGH
WRITEN NOTICE
TO ISSUER THE
FOLLOWING
APPLIES:

[(4)] *Notification by Securityholders.* Notices to be given by any Securityholder to the Issuer regarding the Securities will be validly given if delivered in writing to the Issuer **[[by hand or] registered mail] [other manner for giving notice for the Issuer]**. Any such notice shall be deemed to have been given on the day when delivered or if delivered on a day that is not a Notice Delivery Business Day or after 5:00 p.m. in the Notice Delivery Business Day Centre on a Notice Delivery Business Day, will be deemed effective on the next following Notice Delivery Business Day. The Securityholder must provide satisfactory evidence to the Issuer of its holding of Securities which, in case of Securities represented by a Global Security, is expected to be in the form of certification from the relevant Clearing System **[in case of German law governed Securities:** or the custodian with whom such Securityholder maintains a securities account in respect of the Securities].

For the purposes hereof:

“Notice Delivery Business Day” means any day (other than Saturday or Sunday) on which banks and foreign exchange markets are generally open to settle payments in **[Notice Delivery Business Day Centre]** (the **“Notice Delivery Business Day Centre”**).

§ [16]

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

IN CASE OF
ENGLISH
SECURITIES THE
FOLLOWING
APPLIES:

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Security, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

§ [17]

MEETINGS OF SECURITYHOLDERS

IN CASE OF
ENGLISH
SECURITIES THE
FOLLOWING
APPLIES:

The Agency Agreement contains provisions for convening meetings of the Securityholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Securities[, the Coupons] [, the Receipts] or any of the provisions of the Agency Agreement. Such a meeting may be convened by the Issuer or upon the request in writing of Securityholders holding not less than ten per cent. in principal amount of the Securities for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is two or more persons holding or representing not less than 50 per cent. in principal amount of the Securities for the time being outstanding, or at any adjourned meeting two or more persons being or

representing Securityholders whatever the principal amount of the Securities so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Securities, the Coupons or the Receipts (including modifying the date of maturity of the Securities or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Securities or altering the currency of payment of the Securities [or] [, the Receipts] [or the Coupons]), the quorum shall be two or more persons holding or representing not less than three-quarters [in principal amount] [of the number] of the Securities for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one quarter in principal amount of the Securities for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Securityholders shall be binding on all the Securityholders, whether or not they are present at the meeting [, and on all] [Receipholders] [and] [Couponholders].

The Fiscal Agent and the Issuer may agree, without the consent of the Securityholders [, Receipholders] [or] [Couponholders,] to:

- (a) any modification (except as mentioned above) of the Securities[, the Coupons][, the Receipts] or the Agency Agreement which is not prejudicial to the interests of the Securityholders; or
- (b) any modification of the Securities[, the Coupons][, the Receipts] or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or proven error or to comply with mandatory provisions of the law.

Any such modification shall be binding on the Securityholders, [the Receipholders] [and] [the Couponholders] and any such modification shall be notified to the Securityholders in accordance with § [15] as soon as practicable thereafter.

**IN CASE OF
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:**

(1) *Matters subject to resolutions.* The Securityholders may **[in case of Subordinated Securities the following applies:** , subject to compliance with the requirements of applicable law and regulations for the recognition of the Securities as Tier 2 capital (*Ergänzungskapital*),] agree in accordance with the German Bond Act (*Schuldverschreibungsgesetz*) by majority resolution to amend the Conditions, to appoint a joint representative of all Securityholders and on all other matters permitted by law **[in case certain matters shall not be subject to resolutions of Securityholders the following applies:**, provided that the following matters shall not be subject to resolutions of Securityholders: [●].

(2) *Majority requirements for amendments to the Conditions.* Resolutions relating to material amendments to the Conditions, in particular consents to the measures set out in § 5(3) of the German Bond Act, shall be passed by a majority of not less than [75] [●] per cent. of the votes cast (Qualified Majority). Resolutions relating to amendments to the Conditions which are not material, require a simple majority of not less than [50] [●] per cent. of the votes cast. Each Securityholder participating in any vote shall cast votes in accordance with the principal amount or the notional share of its entitlement to the outstanding Securities.

[In case certain matters require a higher majority the following applies: Resolutions on the following matters shall require the majority of not less than [●] per cent. of the votes cast: [●].]

(3) *Passing of resolutions.* Securityholders shall pass resolutions by vote taken

without a physical meeting (*Abstimmung ohne Versammlung*) in accordance with § 18 of the German Bond Act.

- (4) *Proof of eligibility.* Securityholders must demonstrate their eligibility to participate in the vote at the time of voting by means of a special confirmation of the Custodian in accordance with § [18](3)(i) of these Conditions and by submission of a blocking instruction by the Custodian for the benefit of the Fiscal Agent as depository (*Hinterlegungsstelle*) for the voting period.

[In case no Joint Representative is specified in the Conditions but the Securityholders may appoint a Joint Representative by resolution the following applies:

- (5) *Joint Representative.* [The Securityholders may by majority resolution provide for the appointment or dismissal of a joint representative (the “**Joint Representative**”), the duties and responsibilities and the powers of such Joint Representative, the transfer of the rights of the Securityholders to the Joint Representative and a limitation of liability of the Joint Representative. Appointment of a Joint Representative may only be passed by a Qualified Majority (see paragraph (2) above) if such Joint Representative is to be authorised to consent to a material change in the substance of the Conditions.] [●]

[In case the Joint Representative is appointed in the Conditions the following applies:

- (5) *Joint Representative.* The joint representative (the “**Joint Representative**”) to exercise the Securityholders’ rights on behalf of each Securityholder shall be: [●]. The Joint Representative may be removed from office at any time by the Securityholders without specifying any reason.

The Joint Representative shall be authorised, at its discretion, in respect of the matters determined by it [to convene a meeting of Securityholders] [to call for a vote of Securityholders without a meeting] and to preside the [meeting] [the taking of votes]. **[further duties and powers of the Joint Representative: ●]**

The Joint Representative shall comply with the instructions of the Securityholders. To the extent that the Joint Representative has been authorised to assert certain rights of the Securityholders, the Securityholders shall not be entitled to assert such rights themselves, unless explicitly provided so by majority resolution. The Joint Representative shall provide reports to the Securityholders with respect to its activities.

The Joint Representative shall be liable for the proper performance of its duties towards the Securityholders who shall be joint and several creditors (*Gesamtgläubiger*); in the performance of its duties it shall act with the diligence and care of a prudent business manager. The liability of the Joint Representative shall be limited to ten times the amount of its annual remuneration, unless the Joint Representative has acted wilfully or with gross negligence. The liability of the Joint Representative may be further limited by a resolution passed by the Securityholders. The Securityholders shall decide upon the assertion of claims for compensation of the Securityholders against the Joint Representative.]

§ [18]
GOVERNING LAW AND PLACE OF JURISDICTION

**IN CASE OF
GERMAN
SECURITIES THE
FOLLOWING
APPLIES:**

- (1) *Governing Law.* The Securities, as to form and content, and all rights and obligations of the Securityholders and the Issuer, shall be governed by German law.
- (2) *Place of Jurisdiction.* The place of jurisdiction for any action or other legal proceedings (“**Proceedings**”) shall be Frankfurt am Main.
- (3) *Enforcement.* Any Securityholder may in any Proceedings against the Issuer, or to which such Securityholder and the Issuer are parties, protect and enforce in its own name its rights arising under such Securities on the basis of
 - (i) a statement issued by the Custodian with whom such Securityholder maintains a securities account in respect of the Securities
 - (a) stating the full name and address of the Securityholder,
 - (b) specifying the aggregate principal amount of Securities credited to such securities account on the date of such statement, and
 - (c) confirming that the Custodian has given written notice to the relevant Clearing System of the intention of the Securityholder to enforce claims directly which (A) contains the information pursuant to (a) and (b), (B) has been acknowledged by the Clearing System, and (C) has been returned by the Clearing System to the Custodian, and
 - (ii) a copy of the Security in global form representing the Securities certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the Security in global form representing the Securities.

For purposes of the foregoing, “**Custodian**” means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Securityholder maintains a securities account in respect of the Securities and includes the Clearing System. Each Noteholder may, without prejudice to the foregoing, protect and enforce its rights under these Securities also in any other way which is admitted in the country of the Proceedings.

**IN CASE OF
ENGLISH
SECURITIES THE
FOLLOWING
APPLIES:**

- (1) *Governing law.* The Deed of Covenant, the Securities[,] [and] [the Coupons] [and the Receipts] and any non-contractual obligations arising out of or in connection therewith are governed by, and shall be construed in accordance with, English law.
- (2) *Submission to jurisdiction.*
 - (i) Subject to § [18](2)(iii) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Securities [and] [,] [the Coupons] [and] [the Receipts],

including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection therewith (a “Dispute”) and accordingly each of the Issuer and any Securityholders [,][or][Receipholders][or Couponholders] in relation to any Dispute submits to the exclusive jurisdiction of the English courts.

(ii) For the purposes of this § [18](2), the Issuer waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

(iii) To the extent allowed by law, the Securityholders [,][and][the Receipholders][and the Couponholders] may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction, and (ii) concurrent proceedings in any number of jurisdictions

(3) *Other documents.* The Issuer has in the Deed of Covenant submitted to the jurisdiction of the English courts in terms substantially similar to those set out above.

§ [19] LANGUAGE

**IF THE
CONDITIONS ARE
TO BE IN THE
GERMAN
LANGUAGE WITH
AN ENGLISH
LANGUAGE
TRANSLATION
THE FOLLOWING
APPLIES⁷⁹:**

These Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.

**IF THE
CONDITIONS ARE
TO BE IN THE
ENGLISH
LANGUAGE WITH
A GERMAN
LANGUAGE
TRANSLATION
THE FOLLOWING
APPLIES⁸⁰:**

These Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.

**IF THE
CONDITIONS ARE
TO BE IN THE
ENGLISH
LANGUAGE**

These Conditions are written in the English language only.

⁷⁹ Applicable in case of German Securities unless otherwise specified in the applicable Final Terms or Pricing Supplement.

⁸⁰ Applicable in case of English Securities unless otherwise specified in the applicable Final Terms or Pricing Supplement.

**ONLY THE
FOLLOWING
APPLIES:**



TERMS AND CONDITIONS – GERMAN LANGUAGE VERSION Emissionsbedingungen – Deutschsprachige Fassung

Einleitung

Die Emissionsbedingungen der Schuldverschreibungen (die „**Emissionsbedingungen**“), die durch die Endgültigen Bedingungen (oder im Fall von Befreiten Schuldverschreibungen (*Exempt Securities*) durch ein Konditionenblatt (*Pricing Supplement*)) vervollständigt werden, sind nachfolgend für fünf Optionen aufgeführt. Im Fall von Namensschuldverschreibungen (*Registered Securities*) oder Kreditbezogenen Anleihen (*Credit Linked Notes*) werden die Emissionsbedingungen zudem durch den anwendbaren Annex (bzw. anwendbare Annexe, falls sowohl der Annex für Namensschuldverschreibungen (*Registered Securities Annex*) als auch ein Annex für Kreditbezogene Anleihen (*Credit Linked Notes Annex*) Anwendung finden) ergänzt.

- Emissionsbedingungen für festverzinsliche und Nullkupon-Anleihen (Option I),
- Emissionsbedingungen für variabel verzinsliche Anleihen (Option II),
- Emissionsbedingungen für festverzinsliche und Nullkupon-Pfandbriefe (Option III),
- Emissionsbedingungen für variabel verzinsliche Pfandbriefe (Option IV); und
- Emissionsbedingungen für Strukturierte Anleihen (Option V).

Der Satz von Emissionsbedingungen für jede dieser Optionen enthält bestimmte weitere Optionen, die entsprechend gekennzeichnet sind, indem die jeweilige optionale Bestimmung durch Instruktionen und Erklärungen entweder in der linken Spalte der Emissionsbedingungen oder in eckigen Klammern innerhalb der Emissionsbedingungen bezeichnet wird.

In den Endgültigen Bedingungen (bzw. im Konditionenblatt im Fall von Befreiten Schuldverschreibungen) wird die Emittentin festlegen, welche der Option I, Option II, Option III, Option IV oder Option V (einschließlich der jeweils darin enthaltenen bestimmten weiteren Optionen) für die einzelne Emission von Schuldverschreibungen Anwendung findet, indem entweder die betreffenden Angaben wiederholt werden oder auf die betreffenden Optionen verwiesen wird.

Soweit die Emittentin zum Zeitpunkt der Billigung des Debt Issuance Programme Prospekts keine Kenntnis von bestimmten Angaben hatte, die auf eine einzelne Emission von Schuldverschreibungen anwendbar sind und bei denen es sich um Kategorie B oder C Informationen gemäß der EU Prospektverordnung (EG 809/2004) handelt, enthält dieser Prospekt Leerstellen in eckigen Klammern, die maßgeblich durch die Endgültigen Bedingungen (bzw. das Konditionenblatt im Fall von Befreiten Schuldverschreibungen) zu vervollständigenden Angaben enthalten.

Emissionsbedingungen für Festverzinsliche und Nullkupon-Anleihen (Option I)

Diese Serie von Anleihen (die „**Schuldverschreibungen**“) wird gemäß einem Zahlstellenvertrag vom 26. Juni 2014 (einschließlich einer etwaigen geänderten, ergänzten und/oder neugefassten Fassung dieses Vertrags, das „**Agency Agreement**“) begeben, welcher die Emissionsbedingungen (die „**Bedingungen**“) der Schuldverschreibungen enthält und unter anderem zwischen Deutsche Bank Aktiengesellschaft („**Deutsche Bank**“ oder die „**Emittentin**“) und [Deutsche Bank Aktiengesellschaft] [Deutsche Bank Aktiengesellschaft, handelnd durch ihre Filiale London] als Fiscal Agent (der „**Fiscal Agent**“, wobei dieser Begriff jeden Nachfolger des Fiscal Agent gemäß dem Agency Agreement einschließt) und den anderen darin genannten Parteien geschlossen wurde. Kopien des Agency Agreement können kostenlos bei den bezeichneten Geschäftsstellen des Fiscal Agent und jeder Zahlstelle sowie der Hauptgeschäftsstelle der Emittentin bezogen werden.

IM FALL VON ENGLISCHEN SCHULDVER- SCHREIBUNGEN, GILT FOLGENDES:

Die Gläubiger der Schuldverschreibungen [und] [,][Inhaber von Zinsscheinen] [und] [Inhaber von Rückzahlungsscheinen] sind berechtigt, Rechte aus der von der Emittentin ausgefertigten Deed of Covenant (die „**Deed of Covenant**“) vom 26. Juni 2014 auszuüben. Das Original der Deed of Covenant wird von der gemeinsamen Verwahrstelle (*common depository*) der Clearing Systeme aufbewahrt.

FALLS DIE DEUTSCHE BANK AG, FILIALE NEW YORK, EINE GARANTIE IN BEZUG AUF DIE SCHULDVER- SCHREIBUNGEN ABGIBT, GILT FOLGENDES:

Die Zahlung aller in Bezug auf die Schuldverschreibungen zahlbaren Beträge wird von Deutsche Bank AG, Filiale New York, als Garantin (die „**Garantin**“) gemäß einer von der Garantin am oder vor dem Emissionstag unterzeichneten Garantieerklärung (*deed of guarantee*) (die „**Garantie**“), die englischem Recht unterliegt und dem im Agency Agreement enthaltenem Muster entspricht, garantiert. Das Original der Garantie wird vom Fiscal Agent für die Gläubiger der Schuldverschreibungen, Inhaber von Zinsscheinen und Inhaber von Rückzahlungsscheinen in seiner bezeichneten Geschäftsstelle aufbewahrt werden

WENN DIE IN DIESER OPTION I AUFGEFÜHRTEN EMISSIONS- BEDINGUNGEN NICHT IN DEN ENDGÜLTIGEN BEDINGUNGEN WIEDERHOLT UND VERVOLL- STÄNDIGT WERDEN, GILT FOLGENDES:

Jede Tranche von Schuldverschreibungen, bei denen es sich nicht um Befreite Schuldverschreibungen (wie nachstehend definiert) handelt, unterliegt endgültigen Bedingungen (jeweils die „**Endgültigen Bedingungen**“), und jede Tranche von Befreiten Schuldverschreibungen unterliegt einem Konditionenblatt (jeweils ein „**Konditionenblatt**“), sofern nichts anderes bestimmt ist. Jede Bezugnahme in diesen Bedingungen auf die „Endgültigen Bedingungen“ ist gegebenenfalls auch als Bezugnahme auf das „Konditionenblatt“ zu verstehen. Die Bestimmungen der nachstehenden Bedingungen gelten für die Schuldverschreibungen in der jeweils durch die Bestimmungen von Teil I der anwendbaren Endgültigen Bedingungen vervollständigten Form oder, sofern die Schuldverschreibungen weder zum Handel an einem geregelten Markt innerhalb des Europäischen Wirtschaftsraums zugelassen sind noch im Europäischen Wirtschaftsraum in Fällen angeboten werden, in denen nach Maßgabe der Prospektrichtlinie die Veröffentlichung eines Prospekts vorgeschrieben ist (eine „**Befreite Schuldverschreibung**“), wie jeweils durch das anwendbare Konditionenblatt für die Zwecke der Schuldverschreibungen

ergänzt, ersetzt oder geändert. Der Begriff „**Prospektrichtlinie**“ bezeichnet die Richtlinie 2003/71/EG sowie die Änderungen dieser Richtlinie, einschließlich der PR-Änderungsrichtlinie 2010, soweit diese in dem maßgeblichen Mitgliedstaat des Europäischen Wirtschaftsraums umgesetzt wurde, und umfasst alle maßgeblichen Umsetzungsmaßnahmen in dem maßgeblichen Mitgliedstaat, wobei „**PR-Änderungsrichtlinie 2010**“ die Richtlinie 2010/73/EU bezeichnet. Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen von Teil I dieser Bedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob diese Angaben in die betreffenden Bestimmungen eingefügt wären; alternative oder wählbare Bestimmungen dieser Bedingungen, deren Entsprechungen in den Endgültigen Bedingungen nicht ausdrücklich ausgefüllt oder die gestrichen sind, gelten als aus diesen Bedingungen gestrichen; sämtliche auf die Schuldverschreibungen nicht anwendbaren Bestimmungen dieser Bedingungen (einschließlich der Anweisungen, Anmerkungen und der Texte in eckigen Klammern) gelten als aus diesen Bedingungen gestrichen, so dass die Bestimmungen der Endgültigen Bedingungen Geltung erhalten.

**IM FALL VON
TEILEIN-
GEZAHLTEN
SCHULDVER-
SCHREIBUNGEN
GILT
FOLGENDES:⁸¹**

Diese Schuldverschreibungen sind teileingezahlte Schuldverschreibungen. Diese Schuldverschreibungen sollten nicht in den Vereinigten Staaten und nicht an oder zugunsten von US-Personen angeboten, verkauft, übertragen, verpfändet oder geliefert werden.

§ 1

WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN

- (1) *Währung und Stückelung.* Diese Serie von Schuldverschreibungen der Emittentin [, handelnd durch [ihre Filiale in [London („**Deutsche Bank AG, Filiale London**“)] [Mailand („**Deutsche Bank AG, Filiale Mailand**“)] [Sydney („**Deutsche Bank AG, Filiale Sydney**“)] [ihre Zweigniederlassung in Portugal („**Deutsche Bank Aktiengesellschaft, Sucursal em Portugal**“)] [ihre Zweigniederlassung in Spanien („**Deutsche Bank Aktiengesellschaft, Sucursal en España**“)] [ihre Zweigniederlassung in Hong Kong („**Deutsche Bank AG, Filiale Hong Kong**“)] [ihre Zweigniederlassung in Singapur („**Deutsche Bank AG, Filiale Singapur**“)] [anderer relevanter Ort außerhalb Deutschlands außer New York]] wird in [sofern die Festgelegte Währung und die Währung der Festgelegten Stückelung identisch sind: [Festgelegte Währung] (die „Festgelegte Währung“)] [sofern sich die Festgelegte Währung und die Währung der Festgelegten Stückelung unterscheiden: [Währung der Festgelegten Stückelung]] im Gesamtnennbetrag von [bis zu] [Gesamtnennbetrag] (in Worten: [Gesamtnennbetrag in Worten]) [in einer Stückelung] [in Stückelungen] von [Festgelegte Stückelung[en]] (die „Festgelegte[n] Stückelung[en]“) [sofern sich die Festgelegte Währung und die Währung der Festgelegten Stückelung unterscheiden, gilt Folgendes: mit [Festgelegte Währung] als festgelegte Währung (die „Festgelegte Währung“)] begeben.] [Im Fall von Englischen Schuldverschreibungen gilt Folgendes: Der „Berechnungsbetrag“ in

⁸¹ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

Bezug auf jede Schuldverschreibung beträgt **[Berechnungsbetrag].]**

- (2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber und sind bei Begebung durch eine oder mehrere Globalurkunden verbrieft (jeweils eine „**Globalurkunde**“).

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE BEI IHRER
BEBEGUNG
DURCH EINE
DAUERGLOBAL-
URKUNDE
VERBRIEFT SIND,
GILT FOLGENDES:**

- (3) *Dauerglobalurkunde.* Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die „**Dauerglobalurkunde**“) ohne Zinsscheine oder Rückzahlungsscheine verbrieft. Die Dauerglobalurkunde trägt die Unterschriften zweier Zeichnungsberechtigter der Emittentin[,] [und] ist mit einer Kontrollunterschrift versehen **[im Fall von Globalurkunden im NGN-Format gilt Folgendes:** und wird durch den gemeinsamen Verwahrer (*common safekeeper*) (der „**Gemeinsame Verwahrer**“) aufgrund einer Vollmacht der Emittentin für diese handschriftlich unterzeichnet].

[Falls die Dauerglobalurkunde nicht gegen Einzelurkunden ausgetauscht werden kann, gilt Folgendes: Einzelurkunden und Zinsscheine werden nicht ausgegeben.]

[Falls die Dauerglobalurkunde ganz oder teilweise gegen Einzelurkunden austauschbar ist, gilt Folgendes: Die Dauerglobalurkunde wird (kostenfrei) ganz oder teilweise **[falls Austausch auf Verlangen möglich, gilt Folgendes:** auf schriftliches Verlangen seitens eines Clearing Systems (das auf Anweisung eines Inhabers eines Miteigentumsanteils an der Dauerglobalurkunde handelt), welches unter Einhaltung einer Frist von mindestens 60 Tagen wie darin beschrieben an den Fiscal Agent zu richten ist,] **[falls die Bestimmungen für Austauschereignisse Anwendung finden, gilt Folgendes:** bei Eintritt eines Austauschereignisses] gegen einzelne Schuldverschreibungen [in der bzw. den Festgelegten Stückelung(en)] in effektiver Form (die „**Einzelurkunden**“) [mit beigefügten [Zinsscheinen (die „**Zinsscheine**“) [,] [und] [Rückzahlungsscheinen (die „**Rückzahlungsscheine**“) [und] [Talons (die „**Talons**“)]] ausgetauscht werden. Einzelurkunden [[und] [,] Zinsscheine] [[und] Rückzahlungsscheine] tragen die vervielfältigten Unterschriften zweier Zeichnungsberechtigter der Emittentin und sind mit einer Kontrollunterschrift versehen.]

[Falls die Regelungen bezüglich des Austauschereignisses anwendbar sind, gilt Folgendes: In diesem Zusammenhang gilt ein „**Austauschereignis**“ als eingetreten, wenn (i) ein Kündigungsgrund (wie in § [9] definiert) eingetreten ist und andauert, (ii) der Emittentin mitgeteilt wurde, dass das Clearing System bzw. die Clearing Systeme seine/ihre Geschäftstätigkeit für einen ununterbrochenen Zeitraum von vierzehn Tagen eingestellt hat/haben (außer aufgrund von gesetzlichen oder sonstigen Feiertagen) oder angekündigt hat/haben, seine/ihre Geschäftstätigkeit dauerhaft einzustellen, bzw. diese bereits dauerhaft eingestellt hat/haben und kein Nachfolge-Clearing System zur Verfügung steht oder (iii) die Emittentin nachteiligen steuerlichen Folgen ausgesetzt ist oder sein wird, die nicht eingetreten wären bzw. eintreten würden, wenn die durch eine Dauerglobalurkunde verbrieften Schuldverschreibungen durch Einzelurkunden verbrieft wären. Die Emittentin unterrichtet die Gläubiger der Schuldverschreibungen unverzüglich durch Mitteilung gemäß § [12] über den Eintritt eines Austauschereignisses. Im Fall des

Eintritts eines Austauschereignisses kann das betreffende Clearing System (auf Anweisung eines Inhabers eines Miteigentumsanteils an dieser Dauerglobalurkunde) dem Fiscal Agent ein Austauschverlangen übermitteln; im Fall des Eintritts eines Austauschereignisses gemäß vorstehendem Unterabsatz (iii) kann ein solches Austauschverlangen dem Fiscal Agent auch von der Emittentin übermittle werden. Ein solcher Austausch darf nicht später als fünf und vierzig Tage nach dem Tag erfolgen, an dem der Fiscal Agent das erste Austauschverlangen erhalten hat.]

[Falls die Dauerglobalurkunde eine Schweizer Globalurkunde ist, gilt Folgendes: Die Dauerglobalurkunde wird (kostenfrei) ganz oder teilweise gegen einzelne Schuldverschreibungen [in der bzw. den Festgelegten Stückelung(en)] in effektiver Form (die „Einzelurkunden“) [mit beigefügten [Zinsscheinen (die „Zinsscheine“) [,] [und] [Rückzahlungsscheinen (die „Rückzahlungsscheine“) [und] [Talons (die „Talons“)]]] ausgetauscht, wenn die Schweizer Zahlstelle, nach Konsultation mit der Emittentin, den Umtausch in Einzelurkunden für notwendig oder zweckmäßig hält, oder wenn die Vorlage von Einzelurkunden nach schweizer Recht oder dem Recht eines anderen Staates im Zusammenhang mit der Durchsetzung von Rechten der Gläubiger der Schuldverschreibungen erforderlich ist. Inhaber von Schweizer Globalurkunden haben keinen Anspruch auf Lieferung von Einzelurkunden.]

FALLS (I) DIE SCHULDVER-SCHREIBUNGEN ANFÄNGLICH DURCH EINE VORLÄUFIGE GLOBALURKUNDE VERBRIEFT SIND, DIE GEGEN EINE DAUERGLOBALURKUNDE AUSGETAUSCHT WIRD (II) DIE SCHULDVERSCHR EIBUNGEN DEUTSCHE SCHULDVER-SCHREIBUNGEN SIND UND (III) TEFRA D ANWENDBAR IST, GILT FOLGENDES:

(3) *Vorläufige Globalurkunde – Austausch.*

(a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die „**Vorläufige Globalurkunde**“) ohne Zinsscheine oder Rückzahlungsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen eine Dauerglobalurkunde (die „**Dauerglobalurkunde**“) ohne Zinsscheine oder Rückzahlungsscheine ausgetauscht werden. Die Vorläufige Globalurkunde und die Dauerglobalurkunde tragen die Unterschriften zweier Zeichnungsberechtigter der Emittentin[,] [und] sind mit einer Kontrollunterschrift versehen **[im Fall von Globalurkunden im NGN-Format gilt Folgendes:** und werden durch den gemeinsamen Verwahrer (der „**Gemeinsame Verwahrer**“) aufgrund einer Vollmacht der Emittentin für diese handschriftlich unterzeichnet]. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) Die Vorläufige Globalurkunde wird an einem Tag (der „**Austauschtag**“), der nicht mehr als 180 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt, gegen die Dauerglobalurkunde ausgetauscht. Der Austausch tag für einen solchen Austausch darf nicht weniger als vierzig Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegen. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen erfolgen, wonach der bzw. die wirtschaftliche(n) Eigentümer (*beneficial owner*) der durch die Vorläufige Globalurkunde verbrieften Schuldverschreibungen keine US-Person ist bzw. keine US-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). **[Im Fall von Schuldverschreibungen, bei denen es sich nicht um Nullkupon-Schuldverschreibungen handelt, gilt Folgendes:**

Zinszahlungen auf durch eine Vorläufige Globalurkunde verbriefte Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen.] Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der Vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt, diese Vorläufige Globalurkunde gemäß diesem Unterabsatz (b) dieses Absatzes (3) auszutauschen. Wertpapiere, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in § 4 (3) definiert) zu liefern.

FALLS (I) DIE SCHULDVER-SCHREIBUNGEN ANFÄNGLICH DURCH EINE VORLÄUFIGE GLOBAL-URKUNDE VERBRIEFT SIND, DIE GEGEN EINE DAUERGLOBAL-URKUNDE AUSGETAUSCHT WIRD, DIE AUF VERLANGEN ODER BEI EINTRITT EINES AUSTAUSCH-EREIGNISSES GEGEN EINZEL-URKUNDEN AUSGETAUSCHT WERDEN KANN, (II) DIE SCHULDVERSCHR EIBUNGEN ENGLISCHE SCHULDVER-SCHREIBUNGEN SIND UND (III) TEFRA D ANWENDUNG FINDET, GILT FOLGENDES:

- (3) *Vorläufige Globalurkunde – Austausch.*
- (a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die „**Vorläufige Globalurkunde**“) ohne Zinsscheine oder Rückzahlungsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen eine Dauerglobalurkunde (die „**Dauerglobalurkunde**“) ohne Zinsscheine oder Rückzahlungsscheine ausgetauscht werden. Die Vorläufige Globalurkunde wird an oder vor dem ursprünglichen Ausgabetag der Schuldverschreibungen an **[im Fall von Globalurkunden im NGN-Format gilt Folgendes:** einen gemeinsamen Verwahrer (der „**Gemeinsame Verwahrer**“)] **[im Fall von Globalurkunden im CGN-Format gilt Folgendes:** eine gemeinsame Verwahrstelle (die „**Gemeinsame Verwahrstelle**“)] für die Clearing Systeme geliefert. Solange Schuldverschreibungen durch eine Vorläufige Globalurkunde verbrieft sind, erfolgen Zahlungen von Kapital- und etwaigen Zinsbeträgen sowie allen sonstigen gegebenenfalls in Bezug auf die Schuldverschreibungen zahlbaren Beträgen, die vor dem Austauschtag (wie nachstehend definiert) fällig werden, gegen Vorlage der Vorläufigen Globalurkunde nur insoweit, als dem betreffenden Clearing System eine Bescheinigung (gemäß einem vorzugebenden Muster) vorgelegt wird, wonach es sich bei den wirtschaftlichen Eigentümern (*beneficial owner*) der Anteile an den Schuldverschreibungen nicht um US-Personen oder um Personen, die diese Miteigentumsanteile zum Weiterverkauf an US-Personen erworben haben, handelt, und das betreffende Clearing System eine entsprechende Bescheinigung (basierend auf den bei ihm eingegangenen Bescheinigungen) gegenüber dem Fiscal Agent abgegeben hat.
- (b) Die Vorläufige Globalurkunde kann auf Verlangen wie darin beschrieben an oder nach dem 40. Tag nach der Ausgabe der Vorläufigen Globalurkunde (der „**Austauschtag**“) und unter Vorlage (soweit nicht bereits vorher erfolgt) einer Bescheinigung betreffend das wirtschaftliche Eigentum (*beneficial ownership*) (wie vorstehend beschrieben) kostenfrei gegen Anteile an der Dauerglobalurkunde ausgetauscht werden.
- (c) Der Inhaber einer Vorläufigen Globalurkunde ist nicht berechtigt, Zahlungen von Kapital-, Zins- oder sonstigen Beträgen zu vereinnahmen, die an oder nach dem Austauschtag fällig werden, es sei denn, der Austausch der Vorläufigen Globalurkunde gegen einen Anteil an der Dauerglobalurkunde wird nach ordnungsgemäßer Vorlage einer Bescheinigung bezüglich des wirtschaftlichen Eigentums unberechtigterweise vorenthalten oder verweigert.

- (d) Die Dauerglobalurkunde wird (kostenfrei) ganz, jedoch nicht teilweise **[falls Austausch auf Verlangen möglich, gilt Folgendes:** auf schriftliches Verlangen seitens eines Clearing Systems (das auf Anweisung eines Inhabers eines Anteils an der Dauerglobalurkunde handelt), welches unter Einhaltung einer Frist von mindestens 60 Tagen wie darin beschrieben an den Fiscal Agent zu richten ist,] **[falls die Bestimmungen für Austauschereignisse Anwendung finden, gilt Folgendes:** nur bei Eintritt eines Austauschereignisses] gegen einzelne Schuldverschreibungen [in der bzw. den Festgelegten Stückelung(en)] in effektiver Form (die „**Einzelurkunden**“) [mit beigefügten Zinsscheinen (die „**Zinsscheine**“) [,] [und] [Rückzahlungsscheinen (die „**Rückzahlungsscheine**“) [und] [Talons (die „**Talons**“))] ausgetauscht werden. In diesem Zusammenhang gilt ein „**Austauschereignis**“ als eingetreten, wenn (i) ein Kündigungsgrund (wie in § [9] definiert) eingetreten ist und andauert, (ii) der Emittentin mitgeteilt wurde, dass die Clearing Systeme ihre Geschäftstätigkeit für einen ununterbrochenen Zeitraum von vierzehn Tagen eingestellt haben (außer aufgrund von gesetzlichen oder sonstigen Feiertagen) oder angekündigt haben, ihre Geschäftstätigkeit dauerhaft einzustellen, bzw. diese bereits dauerhaft eingestellt haben und kein Nachfolge-Clearing System zur Verfügung steht oder (iii) die Emittentin nachteiligen steuerlichen Folgen ausgesetzt ist oder sein wird, die nicht eingetreten wären bzw. eintreten würden, wenn die durch eine Dauerglobalurkunde verbrieften Schuldverschreibungen durch Einzelurkunden verbrieft wären. Die Emittentin unterrichtet die Gläubiger der Schuldverschreibungen unverzüglich durch Mitteilung gemäß § [12] über den Eintritt eines Austauschereignisses. Im Fall des Eintritts eines Austauschereignisses kann das betreffende Clearing System (auf Anweisung eines Inhabers eines Anteils an dieser Dauerglobalurkunde) dem Fiscal Agent ein Austauschverlangen übermitteln; im Fall des Eintritts eines Austauschereignisses gemäß vorstehendem Unterabsatz (iii) kann ein solches Austauschverlangen dem Fiscal Agent auch von der Emittentin übermittelt werden. Ein solcher Austausch darf nicht später als fünfundvierzig Tage nach dem Tag erfolgen, an dem der Fiscal Agent das erste Austauschverlangen erhalten hat.]

FALLS DIE
SCHULDVER-
SCHREIBUNGEN
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GLOBALURKUNDE
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TEILWEISE GEGEN
EINZELURKUNDEN
AUSGETAUSCHT
WIRD UND TEFRA
D ANWENDUNG

- (3) *Vorläufige Globalurkunde – Austausch.* Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die „**Vorläufige Globalurkunde**“) ohne Zinsscheine [oder Rückzahlungsscheine] verbrieft. Die Vorläufige Globalurkunde wird gegen einzelne Schuldverschreibungen [in der bzw. den Festgelegten Stückelung(en)] in effektiver Form (die „**Einzelurkunden**“) [mit beigefügten Zinsscheinen (die „**Zinsscheine**“) [und Rückzahlungsscheinen (die „**Rückzahlungsscheine**“))] ausgetauscht werden. Die Vorläufige Globalurkunde trägt die Unterschriften zweier Zeichnungsberechtigter der Emittentin und ist mit einer Kontrollunterschrift versehen. Einzelurkunden [[und] [,] Zinsscheine] [und] [Rückzahlungsscheine] tragen die vervielfältigten Unterschriften zweier Zeichnungsberechtigter der Emittentin und sind mit einer Kontrollunterschrift versehen.

- (4) *Clearing System*. [Die [Vorläufige Globalurkunde] [und die] [Dauerglobalurkunde] [wird] [werden] [von einer gemeinsamen Verwahrstelle] von oder für ein Clearing System verwahrt bis [, im Fall der Dauerglobalurkunde,] sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind. „**Clearing System**“ bezeichnet **[bei mehr als einem Clearing System gilt Folgendes: jeweils]:** [Clearstream Banking AG, Neue Börsenstraße 8, 60487 Frankfurt am Main, Deutschland („**CBF**“)⁸²] [,] [und] [Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxemburg, Luxemburg („**CBL**“)] [,] [und] [Euroclear Bank S.A./N.V. Boulevard du Roi Albert II, 1210 Brüssel, Belgien („**Euroclear**“)] [,] [und] [SIX SIS AG, Baslerstrasse 100, 4600 Olten, Schweiz („**SIS**“)] [und] **[anderes Clearing System angeben]** sowie jeden Nachfolger in dieser Eigenschaft.]

[Im Fall von Englischen Schuldverschreibungen gilt Folgendes: Solange eine der Schuldverschreibungen durch eine Globalurkunde verbrieft ist, die von einem Clearing System oder einem (gemeinsamen) Verwahrer oder einer (gemeinsamen) Verwahrstelle für das bzw. die Clearing System(e) verwahrt wird, wird jede Person (mit Ausnahme des Clearing Systems bzw. der Clearing Systeme), die in den Unterlagen des Clearing Systems bzw. der Clearing Systeme jeweils als Gläubiger eines bestimmten Nennbetrags dieser Schuldverschreibungen aufgeführt ist (wobei in diesem Zusammenhang sämtliche von dem bzw. den Clearing System(en) hinsichtlich des einer Person zustehenden Nennbetrags dieser Schuldverschreibungen ausgestellten Bescheinigungen oder sonstigen Dokumenten in jeder Hinsicht endgültig und bindend sind, sofern nicht ein offensichtlicher Irrtum vorliegt) von der Emittentin, dem Fiscal Agent, der bzw. den Zahlstelle(n) und der Berechnungsstelle in jeder Hinsicht als Gläubiger des betreffenden Nennbetrags dieser Schuldverschreibungen behandelt. Dies gilt jedoch nicht in Bezug auf Kapital- und Zinszahlungen auf den Nennbetrag dieser Schuldverschreibungen; in dieser Hinsicht wird der Inhaber der betreffenden Globalurkunde von der Emittentin, dem Fiscal Agent, der bzw. den Zahlstelle(n) und der Berechnungsstelle als Gläubiger des Nennbetrags dieser Schuldverschreibungen nach Maßgabe und vorbehaltlich der Bestimmungen der betreffenden Globalurkunde behandelt (wobei „**Schuldverschreibungsgläubiger**“ und „**Gläubiger der Schuldverschreibungen**“ und ähnliche Bezeichnungen entsprechend auszulegen sind.

[Im Fall von Globalurkunden im NGN-Format gilt Folgendes: Die Schuldverschreibungen werden in Form einer neuen Globalurkunde („**NGN**“) begeben und werden von einem Gemeinsamen Verwahrer für Euroclear und CBL (jeweils ein „**ICSD**“ und zusammen die „**ICSDs**“) verwahrt.]

⁸² Im Fall von Schuldverschreibungen, die an der Frankfurter Börse zum Börsenhandel zugelassen werden, erfolgt das Clearing üblicherweise über CBF.

**WERDEN, GILT
FOLGENDES:**

[Im Fall von Globalurkunden im CGN-Format gilt Folgendes: Die Schuldverschreibungen werden in Form einer klassischen Globalurkunde („CGN“) begeben und werden von einer gemeinsamen Verwahrstelle für Euroclear und CBL (jeweils ein „ICSD“ und zusammen die „ICSDs“) verwahrt.]

- (5) *Gläubiger der Schuldverschreibungen.* **„Gläubiger der Schuldverschreibungen“ [im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** bezeichnet in Bezug auf die bei einem Clearing System oder einer sonstigen zentralen Wertpapierverwahrstelle hinterlegten Schuldverschreibungen jeden Inhaber eines Miteigentumsanteils oder eines anderen vergleichbaren Rechts an den hinterlegten Schuldverschreibungen] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** bezeichnet in Bezug auf alle Schuldverschreibungen die Inhaber der Schuldverschreibungen und ist in Bezug auf Schuldverschreibungen, die durch eine Globalurkunde verbrieft sind, gemäß vorstehendem Absatz (4) zu verstehen].

**IM FALL VON
GLOBAL-
URKUNDEN IM
NGN-FORMAT GILT
FOLGENDES:**

- (6) *Unterlagen der ICSDs.* Als Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen gilt der jeweils in den Unterlagen der beiden ICSDs verzeichnete Gesamtbetrag bis sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind. Die Unterlagen der ICSDs (wobei dieser Ausdruck die Unterlagen bezeichnet, die jeder der ICSDs für seine Kunden führt und in welchen der Betrag des auf jeden Kunden entfallenden Miteigentumsanteils an den Schuldverschreibungen erfasst ist) gelten als schlüssiger Beweis in Bezug auf den Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen; zu diesem Zweck gilt eine von einem ICSD erstellte Bescheinigung über den Nennbetrag der verbrieften Schuldverschreibungen (die dem Gläubiger auf Verlangen zur Verfügung zu stellen ist) als ausreichender Beweis in Bezug auf die Unterlagen des betreffenden ICSD zu dem jeweiligen Zeitpunkt.

Bei der Rückzahlung oder Zahlung von Raten oder Zinsen auf die Schuldverschreibungen und beim Rückkauf und bei der Entwertung von Schuldverschreibungen, die durch diese Globalurkunde verbrieft sind, hat die Emittentin sicherzustellen, dass nähere Angaben zu der Rückzahlung oder Zahlung bzw. dem Rückkauf und der Entwertung in Bezug auf die Globalurkunde unter Angabe des betroffenen Anteils in den Unterlagen der ICSDs vermerkt wird; mit der Vornahme jedes solchen Vermerks verringert sich der Nennbetrag der in den Unterlagen der ICSDs eingetragenen und durch die Globalurkunde verbrieften Schuldverschreibungen um den Gesamtnennbetrag der zurückgezahlten oder zurückgekauften und entwerteten Schuldverschreibungen oder um den Gesamtbetrag der gezahlten Raten.

- [(7)] *Bezugnahmen auf Schuldverschreibungen.* Bezugnahmen in diesen Bedingungen auf die „Schuldverschreibungen“ schließen Bezugnahmen auf jede die Schuldverschreibungen verbrieftende Globalurkunde [und jede Einzelurkunde] **[falls die Schuldverschreibungen mit Zinsscheinen begeben werden, gilt Folgendes:** sowie die zugehörigen Zinsscheine] **[falls die Schuldverschreibungen mit Rückzahlungsscheinen begeben werden, gilt Folgendes:** [und Rückzahlungsscheine] ein, es sei denn, aus dem Zusammenhang ergibt sich etwas anderes].

[[8)] *Bezugnahmen auf Zinsscheine.* Bezugnahmen in diesen Bedingungen auf „Zinsscheine“ schließen Bezugnahmen auf Talons ein, es sei denn, aus dem Zusammenhang ergibt sich etwas anderes.]]

§ 2

STATUS [FALLS DEUTSCHE BANK AG, FILIALE NEW YORK, EINE GARANTIE IN BEZUG AUF DIE SCHULDVERSCHREIBUNGEN ABGIBT, GILT FOLGENDES: UND GARANTIE]

IM FALL VON NICHT NACHRANGIGEN SCHULDVER-SCHREIBUNGEN GILT FOLGENDES:

[(1) *Status.*] Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind mit Ausnahme von Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig sind.

IM FALL VON NICHT NACHRANGIGEN SCHULDVER-SCHREIBUNGEN, DIE DURCH DEUTSCHE BANK AG, FILIALE NEW YORK, GARANTIERT WERDEN, GILT FOLGENDES:

(2) *Garantie.* Deutsche Bank AG, Filiale New York, hat als Garantin eine unbedingte und unwiderrufliche Garantie (die „**Garantie**“) für die ordnungsgemäße und fristgerechte Zahlung aller in Bezug auf die Schuldverschreibungen zahlbaren Beträge abgegeben. Das Muster der Garantie ist im Agency Agreement enthalten und eine Kopie der Garantie kann kostenlos bei den bezeichneten Geschäftsstellen des Fiscal Agent und jeder Zahlstelle bezogen werden.

IM FALL VON NACHRANGIGEN SCHULDVER-SCHREIBUNGEN GILT FOLGENDES:

Zweck der Schuldverschreibungen ist es, der Emittentin als Ergänzungskapital zu dienen.

Die Schuldverschreibungen begründen nicht besicherte, nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit nicht gesetzliche Vorschriften oder die Bedingungen anderer Verbindlichkeiten eine andere Regelung vorsehen. Im Fall der Auflösung, der Liquidation oder der Insolvenz der Emittentin oder eines Vergleichs oder eines anderen der Abwendung der Insolvenz dienenden Verfahrens gegen die Emittentin gehen die Verbindlichkeiten aus den Schuldverschreibungen den Ansprüchen dritter Gläubiger der Emittentin aus nicht nachrangigen Verbindlichkeiten im Range vollständig nach, so dass Zahlungen auf die Schuldverschreibungen solange nicht erfolgen, wie die Ansprüche dieser dritten Gläubiger der Emittentin aus nicht nachrangigen Verbindlichkeiten nicht vollständig befriedigt sind. Kein Gläubiger ist berechtigt, mit Ansprüchen aus den Schuldverschreibungen gegen Ansprüche der Emittentin aufzurechnen. Den Gläubigern wird für ihre Rechte aus den Schuldverschreibungen weder durch die Emittentin noch durch Dritte irgendeine Sicherheit oder Garantie gestellt; eine solche Sicherheit oder Garantie wird auch zu keinem späteren Zeitpunkt gestellt werden.

Nachträglich können der Nachrang gemäß diesem § 2 nicht beschränkt sowie die Laufzeit der Schuldverschreibungen und jede anwendbare Kündigungsfrist nicht verkürzt werden. Eine Rückzahlung oder ein Rückkauf der Schuldverschreibungen vor Endfälligkeit ist nur mit vorheriger Zustimmung der für die Emittentin

zuständigen Aufsichtsbehörde zulässig. Werden die Schuldverschreibungen unter anderen als den in diesem § 2 beschriebenen Umständen oder infolge einer vorzeitigen Kündigung nach Maßgabe von § 5(2), § 5[(4)] [oder § [7](2)] zurückgezahlt oder von der Emittentin zurückerworben, so ist der zurückgezahlte oder gezahlte Betrag der Emittentin ohne Rücksicht auf entgegenstehende Vereinbarungen zurück zu gewähren, sofern nicht die für die Emittentin zuständige Aufsichtsbehörde der vorzeitigen Rückzahlung oder dem Rückkauf zugestimmt hat.

IM FALL VON SCHULDVERSCHREIBUNGEN MIT AUSNAHME VON NULLKUPON-SCHULDVERSCHREIBUNGEN GILT FOLGENDER § 3:

§ 3 ZINSEN

[Falls die Schuldverschreibungen zu einem geringeren Wert als dem Nennwert zurückgezahlt werden können und durch die Deutsche Bank, Zweigstelle London emittiert wurden, gilt Folgendes:

Die gemäß ihrer hierin enthaltenen Beschreibung als Zinsen zahlbaren Beträge sind als Entgelt zu verstehen, und zwar nicht nur für die Nutzung des für die Schuldverschreibungen gezahlten Zeichnungsbetrags, sondern auch als Ausgleich dafür, dass der Wert, zu dem die Schuldverschreibungen zurückgezahlt werden können, möglicherweise unter dem Zeichnungsbetrag liegt.]

(1) *Zinssatz und Zinsperioden.*

[Falls Step-up/Step-down nicht anwendbar ist, gilt Folgendes:

(a) Die Schuldverschreibungen werden bezogen auf **[im Fall von Teileingezahlten Schuldverschreibung gilt Folgendes:⁸³** den eingezahlten Betrag] ab dem **[Verzinsungsbeginn]** (einschließlich) (der „**Verzinsungsbeginn**“) mit **[jährlicher Zinssatz bzw. die jährliche Zinssätze, die dem Zinssatz bzw. den Zinssätzen entsprechen, mit einer Beschreibung des für jede Zinsperiode jeweils anwendbaren Satzes]** ([der] [jeweils ein] „**Zinssatz**“) verzinst. Die Verzinsung erfolgt in Bezug auf jede Zinsperiode.]

[Falls Step-up/Step-down anwendbar ist, gilt Folgendes:

(a) Die Schuldverschreibungen werden bezogen auf **[im Fall von Teileingezahlten Schuldverschreibung gilt Folgendes:⁸⁴** den eingezahlten Betrag] vom **[Verzinsungsbeginn]** (der „**Verzinsungsbeginn**“) (einschließlich) mit folgenden Zinssätzen (jeweils ein „**Zinssatz**“) verzinst.

[●]% p.a. ab dem Verzinsungsbeginn (einschließlich) bis zum **[Datum]** (ausschließlich);

⁸³ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

⁸⁴ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

[[●]]% p.a. ab dem [Datum] (einschließlich) bis zum [Datum] (ausschließlich);⁸⁵

[●]% p.a. ab dem [Datum] (einschließlich) bis zum Fälligkeitstag (ausschließlich).

Die Verzinsung erfolgt in Bezug auf jede Zinsperiode.]

- (b) „**Zinsperiode**“ bezeichnet den Zeitraum vom Verzinsungsbeginn (einschließlich) bis zum ersten **[falls die Zinsperiode(n) an dem bzw. den Zinszahltag(en) ende(t)(en), gilt Folgendes: Zinszahltag (ausschließlich) und danach jeweils von einem Zinszahltag (einschließlich) bis zum nächstfolgenden Zinszahltag (ausschließlich)] [falls die Zinsperiode(n) an dem bzw. den Zinsperiodenendtag(en) ende(t)(en), gilt Folgendes: Zinsperiodenendtag (ausschließlich) und danach jeweils von einem Zinsperiodenendtag (einschließlich) bis zum darauf folgenden Zinsperiodenendtag (ausschließlich) (wobei der letztgenannte Tag jeweils als „Finaler Zinsperiodenendtag“ der betreffenden Zinsperiode bezeichnet wird)].**

[„**Zinsperiodenendtag**“ bezeichnet **[Zinsperiodenendtage]**.

[Bei angepassten Zinsperioden gilt Folgendes: Falls es in dem Kalendermonat, in den ein [Zinszahltag] [Zinsperiodenendtag] fallen sollte, keine numerische Entsprechung für diesen Tag gibt oder ein [Zinszahltag] [Zinsperiodenendtag] ansonsten auf einen Tag fallen würde, der kein Geschäftstag ist, **[bei Anwendung der Folgender-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den nächsten Tag verschoben, der ein Geschäftstag ist] **[bei Anwendung der Modifizierten Folgender-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den nächsten Tag verschoben, der ein Geschäftstag ist, es sei denn, er würde dadurch in den folgenden Kalendermonat fallen; in diesem Fall wird der [Zinszahltag] [Zinsperiodenendtag] auf den unmittelbar vorangegangenen Geschäftstag vorgezogen] **[bei Anwendung der Vorangegangener-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den unmittelbar vorangegangenen Geschäftstag vorgezogen].

- (c) „**Geschäftstag**“ bezeichnet einen Tag (außer Samstag oder Sonntag), an dem Geschäftsbanken und Devisenmärkte Zahlungen abwickeln und in **[sämtliche relevanten Finanzzentren]** für den allgemeinen Geschäftsverkehr geöffnet sind (einschließlich des Handels mit Devisen und Fremdwährungseinlagen) **[falls die festgelegte Währung Euro ist, gilt Folgendes:** und das Trans-European Automated Real-Time Gross Settlement (TARGET2) System betriebsbereit ist].

- (2) *Zinszahltag*. Zinszahlungen erfolgen nachträglich am **[[Zinszahltag(e)]** eines jeden Jahres bis zum Fälligkeitstag (wie in § 5(1) definiert) **[[●]** Geschäftstag, der jedem Zinsperiodenendtag folgt] **[Zinszahltag(e)]** (jeweils ein „Zinszahltag“) (einschließlich). **[Falls ein Zinszahltag auf**

⁸⁵ Weitere Zeiträume nach Bedarf einzufügen.

einen Finalen Zinsperiodenendtag einer Zinsperiode fällt, gilt Folgendes: Sollten die Zinsen für eine Zinsperiode erst nach dem Finalen Zinsperiodenendtag dieser Zinsperiode zahlbar werden, führt dies nicht dazu, dass zusätzliche Zinsen oder sonstige Beträge für diese Periode zu zahlen sind.]

- (3) *Auflaufende Zinsen.* Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden, es sei denn, die Zahlung des Kapitalbetrags wird unberechtigterweise vorenthalten oder verweigert. Zahlt die Emittentin die Schuldverschreibungen nicht bei Fälligkeit zurück, wird der ausstehende Nennbetrag der Schuldverschreibungen weiter verzinst, und zwar ab dem Tag, an dem die Schuldverschreibungen zur Rückzahlung fällig werden, (einschließlich) bis **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht (ausschließlich), wobei der gesetzliche Zinssatz für Verzugszinsen⁸⁶ Anwendung findet.] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** zu demjenigen der nachfolgend genannten Termine (ausschließlich), der als erster eintritt: (i) der Tag, an dem alle in Bezug auf die Schuldverschreibungen fälligen Beträge gezahlt wurden, oder (ii) der fünfte Tag nach dem Tag, an dem sämtliche in Bezug auf die Schuldverschreibungen fälligen Beträge bei dem Fiscal Agent eingegangen sind und eine entsprechende Mitteilung an die Schuldverschreibungsgläubiger gemäß § [12] erfolgt ist], wobei der [für die letzte Zinsperiode geltende] Zinssatz Anwendung findet.]
- (4) *Zinsbetrag.* **[Bei nicht angepassten Zinsperioden gilt Folgendes:** Der an jedem Zinszahltag zahlbare Zinsbetrag für die Zinsperiode, die [an diesem Zinszahltag] [am Finalen Zinsperiodenendtag] (ausschließlich) für die betreffende Zinsperiode endet, beträgt **[Festzinsbetrag]** (der „Festzinsbetrag“) **[bei Bruchteilszinsbeträgen gilt Folgendes:** , wobei die Höhe des am **[[Zinszahltag für anfänglichen Bruchteilszinsbetrag]** zahlbaren Zinsbetrags **[anfänglicher Bruchteilszinsbetrag]** [und der am **[Zinszahltag für Finalen Bruchteilszinsbetrag]** zahlbare Zinsbetrag **[Finaler Bruchteilszinsbetrag]**] pro **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** Schuldverschreibung mit einer Stückelung in Höhe der Festgelegten Stückelung] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** Berechnungsbetrag] beträgt].

Sofern Zinsen für einen Zeitraum, der nicht einer Zinsperiode entspricht, zu berechnen sind, erfolgt die Berechnung des auf die Schuldverschreibungen in Bezug auf **[Falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** jede Festgelegte Stückelung] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** den Berechnungsbetrag]] **[Falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** den gesamten ausstehenden Nennbetrag der Schuldverschreibungen] für diesen Zeitraum zahlbaren Zinsbetrags durch Anwendung des Zinssatzes und des Zinstagequotienten (wie nachstehend definiert) auf **[Falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist,**

⁸⁶ Der gesetzliche Zinssatz für Verzugszinsen liegt fünf Prozentpunkte über dem von der Deutschen Bundesbank jeweils veröffentlichten Basiszinssatz, §§ 288 Abs. 1, 247 BGB; der gesetzliche Zinssatz für Verzugszinsen schließt darüber hinausgehende Schadensersatzansprüche nicht aus.

gilt Folgendes: [im Fall von Deutschen Schuldverschreibungen gilt Folgendes: die Festgelegte Stückelung] [im Fall von Englischen Schuldverschreibungen gilt Folgendes: den Berechnungsbetrag]] [falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes: den gesamten ausstehenden Nennbetrag der Schuldverschreibungen, der durch die Globalurkunde verbrieft ist,] [im Fall von Englischen Schuldverschreibungen, die durch Einzelurkunden verbrieft sind, gilt Folgendes: [Berechnungsbetrag] (der „Berechnungsbetrag“) unter Rundung des Ergebnisses auf die nächste [Untereinheit] [im Fall von japanischen Yen gilt Folgendes: Einheit] der Festgelegten Währung, wobei 0,5 einer [Untereinheit] [Einheit] aufgerundet oder eine andere marktübliche Rundungsregel angewandt wird.]

[Bei angepassten Zinsperioden, gilt Folgendes: Der auf die Schuldverschreibungen in Bezug auf [falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist gilt Folgendes: [im Fall von Deutschen Schuldverschreibungen gilt Folgendes: jede Festgelegte Stückelung][im Fall von Englischen Schuldverschreibungen gilt Folgendes: den Berechnungsbetrag]] [falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes den gesamten ausstehenden Nennbetrag der Schuldverschreibungen] für die jeweilige Zinsperiode zahlbare Zinsbetrag wird durch Anwendung des Zinssatzes und des Zinstagequotienten (wie nachstehend definiert) auf [falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes: die Festgelegte Stückelung] [falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes: den gesamten ausstehenden Nennbetrag der Schuldverschreibungen, der durch die Globalurkunde verbrieft ist] [im Fall von Englischen Schuldverschreibungen, die durch Einzelurkunden verbrieft sind, gilt Folgendes: [den Berechnungsbetrag] [den ausstehenden Nennbetrag der Schuldverschreibungen] unter Rundung des Ergebnisses auf die nächste [Untereinheit] [im Fall von japanischen Yen gilt Folgendes: Einheit] der Festgelegten Währung berechnet, wobei 0,5 einer [Untereinheit] [Einheit] aufgerundet oder eine andere marktübliche Rundungsregel angewandt wird.]

„Zinstagequotient“ bezeichnet in Bezug auf eine Zinsperiode [:]

**IM FALL VON
ACTUAL/ACTUAL
(ICMA REGELUNG
251) GILT
FOLGENDES:**

- [(a) wenn die Anzahl der Tage in dem Zinsberechnungszeitraum die Anzahl der Tage in der Feststellungsperiode, in der der Zinsberechnungszeitraum endet, nicht überschreitet, die Anzahl der Tage des Zinsberechnungszeitraums geteilt durch das Produkt aus (1) der Anzahl der Tage der Feststellungsperiode und (2) der Anzahl der Feststellungsperiodentage, die in einem Kalenderjahr eintreten würden; und
- (b) wenn der Zinsberechnungszeitraum länger ist als die Feststellungsperiode, in der der Zinsberechnungszeitraum endet, die Summe aus:
 - (i) der Anzahl der Tage des Zinsberechnungszeitraums, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch das Produkt aus (x) der Anzahl der Tage der

Feststellungsperiode, und

- (ii) der Anzahl der Feststellungsperiodentage, die in einem Kalenderjahr eintreten würden; und der Anzahl der Tage des Zinsberechnungszeitraums, die in die nächste Feststellungsperiode fallen, geteilt durch das Produkt aus (x) der Anzahl der Tage der Feststellungsperiode und (y) der Anzahl der Feststellungsperiodentage, die in einem Kalenderjahr eintreten würden.]

[Im Fall von Deutschen Schuldverschreibungen und falls die vorstehende Variante nicht anwendbar ist, und eine jährliche Zinsperiode vorliegt, sind vorstehende Absätze (a) und (b) zu streichen und gilt Folgendes: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen im jeweiligen Zinsjahr.]

[Im Fall von Deutschen Schuldverschreibungen und falls die erste Variante nicht anwendbar ist, zwei oder mehr gleich bleibende Zinsperioden innerhalb eines Zinsjahres vorliegen, gilt Folgendes: die tatsächliche Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch das Produkt der Anzahl der Tage in der Feststellungsperiode und der Anzahl der Feststellungsperiodentage, die angenommen, dass Zinsen für das gesamte Jahr zu zahlen wären, in ein Kalenderjahr fallen würden.] **[bei ersten/letzten langen oder kurzen Zinsperioden entsprechende Actual/Actual (ICMA Regelung 251) Berechnungsmethode angeben]**

„Zinsberechnungszeitraum“ bezeichnet den Zeitraum vom zuletzt vorangegangenen [Zinszahltag] [Zinsperiodenendtag] (oder, sofern es keinen solchen Tag gibt, dem Verzinsungsbeginn) (einschließlich) bis zum jeweiligen [Zinszahltag] [Zinsperiodenendtag] (ausschließlich).

[„Feststellungsperiode“ bezeichnet den Zeitraum ab [Feststellungsperiodentage] (einschließlich) bis zum [nächstfolgenden Feststellungsperiodentag (wobei in dem Fall, dass entweder der Verzinsungsbeginn oder der [Zinszahltag] [Zinsperiodenendtag] nicht auf einen Feststellungsperiodentag fällt, auch der Zeitraum umfasst ist, der am ersten Feststellungsperiodentag vor diesem Tag beginnt und am ersten Feststellungsperiodentag nach diesem Tag endet)] (ausschließlich)].]

**IM FALL VON
ACTUAL/365
(FIXED) GILT
FOLGENDES:**

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 365.

**IM FALL VON
ACTUAL/365
(STERLING) GILT
FOLGENDES:**

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 365 oder, wenn ein [Zinszahltag] [Zinsperiodenendtag] in ein Schaltjahr fällt, geteilt durch 366.

**IM FALL VON
ACTUAL/360 GILT
FOLGENDES:**

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 360.

**IM FALL VON
30/360, 360/360
ODER BOND
BASIS GILT
FOLGENDES:**

die Anzahl der Tage in der Zinsperiode geteilt durch 360, berechnet gemäß der folgenden Formel:

$$\text{Zinstagequotient} = \frac{[360 \times (J_2 - J_1)] + [30 \times (M_2 - M_1)] + (T_2 - T_1)}{360}$$

wobei:

„**J**₁“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der erste Tag der Zinsperiode fällt,

„**J**₂“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„**M**₁“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der erste Tag der Zinsperiode fällt,

„**M**₂“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„**T**₁“ den als Ziffer ausgedrückten ersten Kalendertag der Zinsperiode bezeichnet, wobei, wenn die Ziffer 31 wäre, T₁ der Ziffer 30 entspricht, und

„**T**₂“ den als Ziffer ausgedrückten Kalendertag bezeichnet, der dem letzten Tag der Zinsperiode unmittelbar folgt, wobei, wenn diese Ziffer 31 wäre und T₁ größer als 29 ist, T₂ der Ziffer 30 entspricht.

**IM FALL VON
30E/360 ODER
EUROBOND BASIS
GILT FOLGENDES:**

[die Anzahl der Tage in der Zinsperiode geteilt durch 360, berechnet gemäß der folgenden Formel:

$$\text{Zinstagequotient} = \frac{[360 \times (J_2 - J_1)] + [30 \times (M_2 - M_1)] + (T_2 - T_1)}{360}$$

wobei:

„**J**₁“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der erste Tag der Zinsperiode fällt,

„**J**₂“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„**M**₁“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in das der erste Tag der Zinsperiode fällt,

„**M**₂“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„**T**₁“ den als Ziffer ausgedrückten ersten Kalendertag der Zinsperiode bezeichnet, wobei, wenn die Ziffer 31 wäre, T₁ der Ziffer 30 entspricht, und

„**T**₂“ den als Ziffer ausgedrückten Kalendertag bezeichnet, der dem letzten Tag der Zinsperiode unmittelbar folgt, wobei, wenn diese Ziffer 31 wäre, T₂ der Ziffer 30 entspricht.

**IM FALL VON
ACTUAL/ACTUAL
ODER
ACTUAL/ACTUAL
(ISDA) GILT
FOLGENDES:**

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 365 (oder, falls ein Teil der Zinsperiode in ein Schaltjahr fällt, die Summe aus (A) der tatsächlichen Anzahl der Tage in dem Teil der Zinsperiode, der in das Schaltjahr fällt, geteilt durch 366 und (B) der tatsächlichen Anzahl der Tage in dem Teil der Zinsperiode, der nicht in das Schaltjahr fällt, geteilt durch 365).

**IM FALL 30E/360
(ISDA) GILT
FOLGENDES:**

die Anzahl der Tage in der Zinsperiode geteilt durch 360, berechnet gemäß der folgenden Formel:

$$\text{Zinstagequotient} = \frac{[360 \times (J_2 - J_1)] + [30 \times (M_2 - M_1)] + (T_2 - T_1)}{360}$$

wobei:

„J₁“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der erste Tag der Zinsperiode fällt,

„J₂“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„M₁“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der erste Tag der Zinsperiode fällt,

„M₂“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„T₁“ den als Ziffer ausgedrückten ersten Kalendertag der Zinsperiode bezeichnet, wobei (i) wenn dieser Tag der letzte Tag im Februar wäre oder (ii) wenn diese Ziffer 31 wäre, T₁ der Ziffer 30 entspricht, und

„T₂“ den als Ziffer ausgedrückten Kalendertag bezeichnet, der dem letzten Tag der Zinsperiode unmittelbar folgt, wobei (i) wenn dieser Tag der letzte Tag im Februar, aber nicht der Fälligkeitstag wäre oder (ii) wenn die Ziffer 31 wäre, T₂ der Ziffer 30 entspricht.

IM FALL VON NULLKUPON-SCHULDVERSCHREIBUNGEN GILT FOLGENDER § 3:

§ 3 ZINSEN

(1) *Keine periodischen Zinszahlungen.* Es erfolgen keine periodischen Zinszahlungen auf die Schuldverschreibungen.

**IM FALL VON
DEUTSCHEN
SCHULDVER-
SCHREIBUNGEN**

(2) *Verspätete Zahlungen auf Schuldverschreibungen.* Zahlt die Emittentin die Schuldverschreibungen nicht bei Fälligkeit zurück, wird der ausstehende [Nennbetrag] [Rückzahlungsbetrag] der Schuldverschreibungen weiter verzinst, und zwar ab dem Tag, an dem die Schuldverschreibungen zur

GILT FOLGENDES:

Rückzahlung fällig werden (einschließlich), bis zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht (ausschließlich), wobei der gesetzliche Zinssatz für Verzugszinsen Anwendung findet (der gesetzliche Zinssatz für Verzugszinsen liegt fünf Prozentpunkte über dem von der Deutschen Bundesbank jeweils veröffentlichten Basiszinssatz, §§ 288 Abs. 1, 247 BGB; der gesetzliche Zinssatz für Verzugszinsen schließt darüber hinausgehende Schadensersatzansprüche nicht aus).

IM FALL VON ENGLISCHEN SCHULDVER-SCHREIBUNGEN GILT FOLGENDES:

- (2) *Verspätete Zahlungen auf Schuldverschreibungen.* Wird die Zahlung eines auf eine Schuldverschreibung zahlbaren Betrags bei Rückzahlung einer Schuldverschreibung gemäß § 5(1), § 5[(6)] oder § [7](2) oder bei Fälligkeit gemäß § [9] unberechtigterweise vorenthalten oder verweigert, ist der fällige und zahlbare Betrag in Bezug auf die Schuldverschreibung der Betrag wie gemäß der Definition von „Amortisationsbetrag“ berechnet, und zwar in der Weise, als wären die Bezugnahmen in dieser Definition auf den für die Rückzahlung festgesetzten Tag oder den Tag, an dem die betreffende Schuldverschreibung fällig und zahlbar wird, durch Bezugnahmen auf den früher eintretenden der folgenden Tage ersetzt:
- (a) den Tag, an dem alle in Bezug auf die betreffende Schuldverschreibung fälligen Beträge gezahlt wurden; oder
 - (b) den fünften Tag nach dem Tag, an dem der Fiscal Agent alle in Bezug auf die Schuldverschreibung zahlbaren Beträge in voller Höhe erhalten hat und eine entsprechende Mitteilung an die Gläubiger der Schuldverschreibungen gemäß § [12] erfolgt ist.

**§ 4
ZAHLUNGEN**

IM FALL VON DEUTSCHEN SCHULDVER-SCHREIBUNGEN GILT FOLGENDES:

- (1) (a) *Zahlungen auf Kapital.* Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der die Schuldverschreibungen zum Zeitpunkt der Zahlung verbriefenden Globalurkunde bei der bezeichneten Geschäftsstelle des Fiscal Agent außerhalb der Vereinigten Staaten.
- (b) *Zahlung von Zinsen.* Die Zahlung von **[im Fall von Nullkupon-Schuldverschreibungen gilt Folgendes:** gemäß § 3(2) aufgelaufenen] Zinsen auf die Schuldverschreibungen erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.
- [Bei Zinszahlungen auf eine Vorläufige Globalurkunde gilt Folgendes:** Die Zahlung von **[im Fall von Nullkupon-Schuldverschreibungen gilt Folgendes:** gemäß § 3(2) aufgelaufenen] Zinsen auf Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des

Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1(3)(b).]

IM FALL VON ENGLISCHEN SCHULDVER-SCHREIBUNGEN, DIE DURCH GLOBAL-URKUNDEN VERBRIEFT SIND GILT FOLGENDES:

[(1) [(a)] *Zahlungen auf Kapital.* Solange die Schuldverschreibungen durch eine Globalurkunde verbrieft sind, erfolgen Zinszahlungen auf die Schuldverschreibungen nach Maßgabe von Absatz (2) gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der Globalurkunde zum Zeitpunkt der Zahlung bei dem Fiscal Agent außerhalb der Vereinigten Staaten. Kapitalzahlungen werden von dem Fiscal Agent auf der Globalurkunde vermerkt.

[Falls es sich bei den Schuldverschreibungen nicht um Ratenzahlungsschuldverschreibungen handelt gilt Folgendes: Zahlungen **[im Fall von Schuldverschreibungen, bei denen es sich nicht um Nullkupon-Schuldverschreibungen handelt, gilt Folgendes:** auf Kapital] in Bezug auf Einzelurkunden erfolgen nach Maßgabe von Absatz (2) gegen Vorlage und (außer im Fall von Teilzahlungen, bei welchen ein entsprechender Vermerk auf der Rückseite der Schuldverschreibung eingetragen wird) Einreichung der jeweiligen Einzelurkunde bei dem Fiscal Agent oder einer anderen Zahlstelle außerhalb der Vereinigten Staaten.

[Im Fall von Ratenzahlungsschuldverschreibungen gilt Folgendes: Zahlungen von Raten auf Kapitalzahlungen. Zahlungen von Raten auf Kapitalzahlungen in Bezug auf Einzelurkunden, bei denen es sich nicht um die letzte Rate handelt, erfolgen (vorbehaltlich des Nachstehenden) nach Maßgabe von Absatz (2) gegen Vorlage und Einreichung (oder im Fall von Teilzahlungen fälliger Beträge gegen Eintragung eines Vermerks auf der Rückseite) des jeweiligen Rückzahlungsscheins gemäß Absatz (2). Die Zahlung der letzten Rate erfolgt in der in nachstehendem Absatz (2) beschriebenen Weise nur gegen Vorlage und Einreichung der jeweiligen Schuldverschreibung beim Fiscal Agent oder einer anderen Zahlstelle außerhalb der Vereinigten Staaten (oder im Fall von Teilzahlungen fälliger Beträge gegen Eintragung eines Vermerks auf der Rückseite der jeweiligen Schuldverschreibung durch den Fiscal Agent oder eine andere Zahlstelle außerhalb der Vereinigten Staaten). Die Zahlung der jeweiligen Rate erfolgt nur gegen Vorlage des jeweiligen Rückzahlungsscheins zusammen mit der zugehörigen Schuldverschreibung. Rückzahlungsscheine, die ohne die zugehörige Schuldverschreibung vorgelegt werden, begründen keine gültigen Verpflichtungen der Emittentin. Mit dem Tag, an dem eine Schuldverschreibung fällig und rückzahlbar wird, werden etwaige zugehörige, noch nicht fällige Rückzahlungsscheine (unabhängig davon, ob diese beigefügt sind) ungültig, und es werden diesbezüglich keine Zahlungen geleistet.]

IM FALL VON ENGLISCHEN SCHULDVER-SCHREIBUNGEN, BEI DENEN ES SICH NICHT UM

(b) *Zahlung von Zinsen.* Solange die Schuldverschreibungen durch eine Globalurkunde verbrieft sind, erfolgen Zahlungen von Zinsen auf die Schuldverschreibungen nach Maßgabe von Absatz (2) gegen Vorlage der Globalurkunde bei dem Fiscal Agent außerhalb der Vereinigten Staaten. Zinszahlungen werden von dem Fiscal Agent auf der Globalurkunde vermerkt.

**NULLKUPON-
SCHULDVER-
SCHREIBUNGEN
HANDELT, GILT
FOLGENDES:**

Zahlungen von Zinsen auf Einzelurkunden erfolgen nach Maßgabe von Absatz (2) gegen Vorlage und (außer im Fall von Teilzahlungen, bei welchen ein entsprechender Vermerk auf der Rückseite des Zinsscheins eingetragen wird) Einreichung der jeweiligen Zinsscheine oder im Fall von Schuldverschreibungen, die ohne Zinsscheine begeben wurden, oder im Fall von Zinsen, die nicht an einem planmäßigen Zinszahltag fällig sind, gegen Vorlage der jeweiligen Einzelurkunden bei der bezeichneten Geschäftsstelle des Fiscal Agent außerhalb der Vereinigten Staaten oder bei der bezeichneten Geschäftsstelle einer anderen Zahlstelle außerhalb der Vereinigten Staaten.

- (c) *Einreichung von Zinsscheinen.* Jede Schuldverschreibung, die mit beigefügten Zinsscheinen ausgegeben wurde, ist bei Rückzahlung vorzulegen und, außer im Fall einer Teilzahlung des Rückzahlungsbetrags, zusammen mit allen zugehörigen, noch nicht fälligen Zinsscheinen einzureichen; erfolgt dies nicht, wird der Betrag der fehlenden, noch nicht fälligen Zinsscheine (oder, falls die Zahlung nicht in voller Höhe erfolgt, der Anteil des Gesamtbetrags solcher fehlenden Zinsscheine, der dem Verhältnis zwischen dem tatsächlich gezahlten Rückzahlungsbetrag und dem insgesamt fälligen Rückzahlungsbetrag entspricht) von dem ansonsten bei der Rückzahlung fälligen Betrag abgezogen.

Werden Schuldverschreibungen mit einer Fälligkeit und einem Zinssatz oder Zinssätzen begeben, die dazu führen würden, dass der wie vorstehend beschrieben in Abzug zu bringende Betrag den ansonsten zu zahlenden Rückzahlungsbetrag übersteigt, wenn bei Vorlage der betreffenden Einzelurkunde die noch nicht fälligen Zinsscheine nicht beigefügt sind und nicht mit eingereicht werden, so werden diese noch nicht fälligen Zinsscheine (unabhängig davon, ob sie beigefügt sind oder nicht) zum Zeitpunkt der Fälligkeit solcher Einzelurkunden zur Rückzahlung insoweit ungültig (und es werden diesbezüglich keine Zahlungen geleistet), als dies erforderlich ist, damit der gemäß der vorstehenden Regelung in Abzug zu bringende Betrag den ansonsten fälligen Rückzahlungsbetrag nicht übersteigt. Sofern die Anwendung des vorstehenden Satzes die Entwertung einiger, aber nicht sämtlicher noch nicht fälliger Zinsscheine einer Schuldverschreibung erfordert, bestimmt die betreffende Zahlstelle, welche nicht fälligen Zinsscheine ungültig werden sollen, wobei zu diesem Zweck später fällige Zinsscheine vor früher fälligen Zinsscheinen für ungültig zu erklären sind.

**IM FALL VON
DEUTSCHEN
SCHULDVERSCHR
EIBUNGEN GILT
FOLGENDES:**

- (2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher oder sonstiger gesetzlicher Regelungen und Vorschriften erfolgen auf die Schuldverschreibungen fällige Zahlungen in **[Festgelegte Währung]**

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
MIT AUSNAHME**

- (2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher oder sonstiger gesetzlicher Regelungen und Vorschriften erfolgen auf die Schuldverschreibungen fällige Zahlungen in der frei handelbaren und konvertierbaren Währung

**VON DEUTSCHEN
SCHULDVER-
SCHREIBUNGEN,
GILT FOLGENDES:**

[im Fall von Zahlungen in Euro gilt Folgendes: durch Überweisung auf ein von dem Zahlungsempfänger unterhaltenes auf Euro lautendes Konto (oder ein anderes Konto, dem Eurobeträge gutgeschrieben oder auf das Eurobeträge überwiesen werden können), vorausgesetzt, dass fällige Beträge, die in einer anderen Währung als Euro zu zahlen sind, in dieser Währung per Scheck gezahlt werden, der in dieser Währung auszahlbar und auf eine Bank im Hauptfinanzzentrum des Landes der betreffenden Währung gezogen ist, oder (nach Wahl des Zahlungsempfängers) per Überweisung auf ein auf die betreffende Währung lautendes Konto, das von dem Zahlungsempfänger bei einer Bank in diesem Finanzzentrum unterhalten wird.]

[im Fall von Zahlungen in einer anderen Währung als Euro oder US-Dollar gilt Folgendes: durch einen in dieser Währung zahlbaren Scheck, ausgestellt auf eine Bank in dem Hauptfinanzzentrum des Landes der festgelegten Währung oder nach Wahl des Zahlungsempfängers durch Überweisung auf ein auf diese Währung lautendes Konto des Zahlungsempfängers, das dieser bei einer Bank in diesem Finanzzentrum unterhält (und das im Fall von Zahlungen in japanischen Yen an eine nicht in Japan ansässige Person ein Konto für Gebietsfremde sein muss).]

[Im Fall von Zahlungen in US-Dollar gilt Folgendes: durch einen auf US-Dollar lautenden Scheck, ausgestellt auf eine Bank in den Vereinigten Staaten, oder nach Wahl des Zahlungsempfängers durch Überweisung auf ein auf US-Dollar lautendes Konto, das der Zahlungsempfänger bei einer Bank außerhalb der Vereinigten Staaten unterhält.]

- (3) *Vereinigte Staaten.* Für die Zwecke **[im Fall von TEFRA-D-Schuldverschreibungen, die auf US-Dollar lauten oder in Bezug auf welche Zahlungen aus anderen Gründen in US-Dollar zahlbar sind, gilt Folgendes:** von § 1(3) [,] [und] dieses § 4 [,] [und] [§ 6](2) [und § 7](2)] bezeichnet „**Vereinigte Staaten**“ die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Besitzungen (einschließlich Puerto Ricos, der U.S. Virgin Islands, Guams, American Samoas, Wake Islands und der Northern Mariana Islands).

**IM FALL VON
DEUTSCHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

- (4) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order in Höhe dieses gezahlten Betrages von ihrer Zahlungspflicht befreit.

**IM FALL VON
ENGLISCHEN
SCHULDVER-
SCHREIBUNGEN,
DIE DURCH
GLOBAL-
URKUNDEN
VERBRIEFT SIND
GILT FOLGENDES:**

- (4) *Erfüllung.* Solange die Schuldverschreibungen durch eine Globalurkunde verbrieft sind, wird die Emittentin durch Leistung an den Inhaber der Globalurkunde oder an dessen Order von ihrer Zahlungspflicht in Bezug auf den zu zahlenden Betrag befreit. Jede Person, die in den Unterlagen des betreffenden Clearing Systems als wirtschaftlicher Eigentümer (*beneficial holder*) eines bestimmten Nennbetrags der durch die Globalurkunde verbrieften Schuldverschreibungen verzeichnet ist, kann im Zusammenhang mit ihrem Anteil an jeder Zahlung der Emittentin an den Inhaber der Globalurkunde oder an dessen Order ausschließlich das betreffende Clearing System in Anspruch nehmen. Im Fall von

Einzelkunden wird die Emittentin durch Leistung der Zahlung an den Gläubiger der Schuldverschreibungen von ihrer Zahlungspflicht befreit.

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE KAPITAL-
UND/ODER
ZINSAHLUNGEN
IN US-DOLLAR
VORSEHEN, GILT
FOLGENDES:**

Ungeachtet der vorstehenden Bestimmungen dieses § 4 gilt, dass im Fall von auf die Schuldverschreibungen zu leistenden Kapital- und/oder Zinszahlungen in US-Dollar, diese Kapital- und/oder Zinszahlungen auf die Schuldverschreibungen in US-Dollar bei der bezeichneten Geschäftsstelle einer Zahlstelle in den Vereinigten Staaten erfolgen, wenn:

- (i) die Emittentin Zahlstellen mit bezeichneten Geschäftsstellen außerhalb der Vereinigten Staaten in der begründeten Erwartung bestellt hat, dass diese Zahlstellen in der Lage sind, über ihre bezeichneten Geschäftsstellen außerhalb der Vereinigten Staaten bei Fälligkeit Kapital- und Zinszahlungen auf die Schuldverschreibungen in voller Höhe in US-Dollar auf die vorstehend festgelegte Weise zu leisten,
 - (ii) die Zahlung der entsprechenden Kapital- bzw. Zinsbeträge in voller Höhe bei sämtlichen bezeichneten Geschäftsstellen außerhalb der Vereinigten Staaten aufgrund von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der Zahlung bzw. des Erhalts von Kapital- und Zinsbeträgen in voller Höhe in US-Dollar gesetzwidrig ist oder wirksam ausgeschlossen wird, und
 - (iii) eine solche Zahlung zu dem betreffenden Zeitpunkt nach dem Recht der Vereinigten Staaten zulässig ist und nach Auffassung der Emittentin keinerlei nachteilige steuerliche Folgen für die Emittentin hat.
- (5) *Zahlungsgeschäftstag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahlungsgeschäftstag ist, dann hat ein Gläubiger der Schuldverschreibungen keinen Anspruch auf Zahlung vor dem nächsten Zahlungsgeschäftstag an dem jeweiligen Ort. Ein Gläubiger der Schuldverschreibungen ist auch nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

In diesem Zusammenhang bezeichnet „**Zahlungsgeschäftstag**“ einen Tag (außer Samstag oder Sonntag), an dem das Clearing System **[falls die Festgelegte Währung Euro ist, gilt Folgendes: [und] [,] das Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System] offen [ist] [sind] und Zahlungen abwickel[t][n] [falls es sich (i) bei der Festgelegten Währung nicht um Euro handelt oder (ii) es sich bei der Festgelegten Währung um Euro handelt und die Öffnung des Geschäftsverkehrs in einem oder mehreren Finanzzentren relevant ist, oder (iii) im Fall von Englischen Schuldverschreibungen, gilt Folgendes:** und die Geschäftsbanken und Devisenmärkte in [(i)] **[jedes Maßgebliche Finanzzentrum] [, (ii)]** in dem Hauptfinanzzentrum des Landes, in dem die Festgelegte Währung die Landeswährung ist **[falls es sich bei der Festgelegten Währung um australische Dollar / neuseeländische Dollar handelt, gilt Folgendes:**, wobei dies [Sydney] [Auckland] sein soll,] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** und, nur im Fall von Einzelkunden, [(iii)] am jeweiligen Ort der Vorlage] für den allgemeinen Geschäftsverkehr (einschließlich des Handels mit Devisen und Fremdwährungseinlagen) geöffnet sind und Zahlungen abwickeln].

- (6) *Bezugnahmen auf Kapital und Zinsen.* In diesen Bedingungen enthaltene Bezugnahmen auf Kapital in Bezug auf die Schuldverschreibungen schließen, soweit zutreffend, folgende Beträge ein: den Rückzahlungsbetrag, den Vorzeitigen Rückzahlungsbetrag **[falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzuzahlen, gilt Folgendes:]**, den Wahl-Rückzahlungsbetrag (Call) **[falls der Gläubiger der Schuldverschreibungen ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, gilt Folgendes:]**, den Wahl-Rückzahlungsbetrag (Put) sowie jeden Aufschlag und alle sonstigen auf oder in Bezug auf die Schuldverschreibungen gegebenenfalls zahlbaren Beträge. [Bezugnahmen in diesen Bedingungen auf Zinsen auf die Schuldverschreibungen schließen sämtliche gemäß § [7] zahlbaren Zusätzlichen Beträge ein.]

**IM FALL VON
DEUTSCHEN
SCHULVER-
SCHREIBUNGEN
GILT FOLGENDES:**

- (7) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapital- oder Zinsbeträge zu hinterlegen, die von den Gläubigern der Schuldverschreibungen nicht innerhalb von zwölf Monaten nach dem jeweiligen Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger der Schuldverschreibungen sich nicht in Annahmeverzug befinden. Wenn und soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der Gläubiger der Schuldverschreibungen gegen die Emittentin.

§ 5 RÜCKZAHLUNG

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN
AUSSER
RATENZAHLUNGS-
SCHULDVER-
SCHEIBUNGEN
GILT FOLGENDES:**

- (1) *Rückzahlung bei Fälligkeit.* Soweit nicht bereits zuvor zurückgezahlt oder zurückgekauft und entwertet, wird **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes: jede Schuldverschreibung] [im Fall von Englischen Schuldverschreibungen: jeder Nennbetrag von Schuldverschreibungen entsprechend dem Berechnungsbetrag]** zum Rückzahlungsbetrag [am **[im Fall eines festgelegten Fälligkeitstages: [Fälligkeitstag]] [im Fall eines Rückzahlungsmonats gilt Folgendes: in den [Rückzahlungsmonat] fallenden Zinszahltag]** (der „Fälligkeitstag“) zurückgezahlt. Der „Rückzahlungsbetrag“ in Bezug auf jeden Nennbetrag der Schuldverschreibungen, der **[im Fall von Deutschen gilt Folgendes: der Festgelegten Stückelung entspricht, ist ein Betrag in Höhe der Festgelegten Stückelung] [im Fall von Englischen Schuldverschreibungen gilt Folgendes: dem Berechnungsbetrag entspricht, ist ein Betrag in Höhe des Berechnungsbetrags]** **[im Fall von Nullkuponschuldverschreibungen, die über par zurück gezahlt werden, gilt Folgendes: [●]].**

**IM FALL VON
RATEN-
ZAHLUNGS-
SCHULD VER-
SCHREIBUNGEN
GILT FOLGENDES:**

- (1) *Rückzahlung in Raten.* Soweit nicht zuvor bereits gemäß diesen Bedingungen zurückgezahlt, wird jede Schuldverschreibung an den nachstehenden Ratenzahlungsterminen zu den folgenden Raten zurückgezahlt:

Ratenzahlungstermine

Raten

FALLS DIE
EMITTENTIN DAS
WAHLRECHT HAT,
DIE SCHULDVER-
SCHREIBUNGEN
VORZEITIG
ZURÜCKZU-
ZAHLEN (ISSUER
CALL), GILT
FOLGENDES:

[Ratenzahlungstermine]

[Raten]

[]

[]

[]

[]

(2) Vorzeitige Rückzahlung nach Wahl der Emittentin.

- (a) Die Emittentin kann nach einer Kündigung gemäß Unterabsatz (b) die zum jeweiligen Zeitpunkt ausstehenden Schuldverschreibungen insgesamt oder teilweise [am] [an den] Wahlrückzahlungstag[en] (Call) [zum] [zu den] Wahlrückzahlungs[betrag][beträge] (Call), wie nachstehend angegeben, nebst etwaigen bis zum jeweiligen Wahlrückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen. **[Bei Geltung eines Mindestrückzahlungsbetrags oder eines Höheren Rückzahlungsbetrags gilt Folgendes:** Eine solche Rückzahlung muss [mindestens] in Höhe des **[Mindestrückzahlungsbetrag] [Höherer Rückzahlungsbetrag]** erfolgen.

Wahlrückzahlungstag[e] (Call)

Wahlrückzahlungs
[betrag][beträge] (Call)

[Wahlrückzahlungstag[e] (Call)]

**[Wahlrückzahlungs
[betrag][beträge] (Call)]**

[]

[]

[]

[]

[Im Fall von Nachrangigen Schuldverschreibungen gilt Folgendes: Die Ausübung dieses Wahlrechts der Emittentin ist abhängig von der vorherigen Zustimmung der zuständigen Aufsichtsbehörde zu dieser vorzeitigen Rückzahlung.

[Falls der Gläubiger der Schuldverschreibungen das Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, gilt Folgendes: Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger der Schuldverschreibungen in Ausübung seines Wahlrechts nach Absatz [(3)] dieses § 5 verlangt hat.]

- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § [12] bekannt zu geben. Sie beinhaltet die folgenden Angaben:
- (i) Name und Kennnummer der Schuldverschreibungen,
 - (ii) eine Erklärung, ob die Schuldverschreibungen ganz oder nur teilweise zurückgezahlt werden, und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen,
 - (iii) den Wahlrückzahlungstag (Call), der nicht weniger als

[fünf Geschäftstage] [30 Tage] [andere **Mindestkündigungsfrist**] und nicht mehr als [Höchstkündigungsfrist] nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern der Schuldverschreibungen liegen darf, und

- (iv) den Wahlrückzahlungsbetrag (Call), zu dem die Schuldverschreibungen zurückgezahlt werden.

[im Fall von Deutschen Schuldverschreibungen, die durch Globalurkunden verbrieft sind, gilt Folgendes:

- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die betreffenden Schuldverschreibungen frühestens 30 Tage vor dem Wahlrückzahlungstag (Call) (der „**Auswahltag**“) in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt, wobei dies in den Unterlagen dieses Clearing Systems nach dessen Ermessen entweder als so genannter „*pool factor*“ oder als Reduzierung des Nennbetrags zu vermerken ist.]

[im Fall von Englischen Schuldverschreibungen, die durch Globalurkunden und/oder Einzelurkunden verbrieft sind, gilt Folgendes:

- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die betreffenden Schuldverschreibungen (die „**Rückzahlbaren Schuldverschreibungen**“) (i) im Fall von Rückzahlbaren Schuldverschreibungen, die durch Einzelurkunden verbrieft sind, frühestens [dreißig] [●] Tage vor dem vorgesehenen Rückzahlungstag einzeln durch Los ausgewählt oder (ii) im Fall von Rückzahlbaren Schuldverschreibungen, die durch eine Globalurkunde verbrieft sind, in Übereinstimmung mit den Regeln der Clearing Systeme (wobei dies in den Unterlagen der Clearing Systeme nach deren Ermessen entweder als so genannter „*pool factor*“ oder als Reduzierung des Nennbetrags zu vermerken ist) bestimmt. Bei Rückzahlbaren Schuldverschreibungen, die durch Einzelurkunden verbrieft sind, wird eine Liste mit den Seriennummern dieser Rückzahlbaren Schuldverschreibungen spätestens [14] [●] Tage vor dem vorgesehenen Rückzahlungstag gemäß § [12] veröffentlicht.]

**FALLS
GLÄUBIGER VON
NICHT-
NACHRANGIGEN
SCHULDVER-
SCHREIBUNGEN
DAS WAHLRECHT
HABEN, DIE
SCHULDVER-
SCHREIBUNGEN
VORZEITIG ZU
KÜNDIGEN
(INVESTOR PUT),
GILT FOLGENDES:**

[(3)] *Vorzeitige Rückzahlung nach Wahl eines Gläubigers der Schuldverschreibungen.*

- (a) Die Emittentin hat eine Schuldverschreibung nach Ausübung des entsprechenden Wahlrechts durch den Gläubiger der Schuldverschreibungen [am] [an den] Wahlrückzahlungstag[en] (Put) [zum] [zu den] Wahlrückzahlungs[betrag][beträgen] (Put), wie nachstehend angegeben, nebst etwaigen bis zum Wahlrückzahlungstag (Put) (ausschließlich) aufgelaufenen Zinsen zurückzuzahlen.

Wahlrückzahlungstag[e] Wahlrückzahlungs

(Put) [betrag][beträge] (Put)

**[Wahlrückzahlungstag
[e] (Put)]** **[Wahlrückzahlungs
[betrag][beträge] (Put)]**

[] []

[] []

[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibung vorzeitig zu kündigen, gilt Folgendes:

Gläubigern der Schuldverschreibungen steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits die Emittentin in Ausübung ihres Wahlrechts nach diesem § 5 verlangt hat.]

[Im Fall von Deutschen Schuldverschreibungen gilt Folgendes:

- (b) Um dieses Wahlrecht auszuüben, hat ein Gläubiger der Schuldverschreibungen nicht weniger als [fünf Geschäftstage] **[andere Mindestkündigungsfrist einfügen]** und nicht mehr als **[Höchstkündigungsfrist gegenüber Emittentin]** vor dem Wahlrückzahlungstag (Put), an dem die Rückzahlung gemäß der Mitteilung bezüglich der vorzeitigen Rückzahlung in der vom Fiscal Agent erhältlichen Form (die „**Ausübungserklärung**“) erfolgen soll, dem Fiscal Agent während der üblichen Geschäftszeiten eine ordnungsmäßig ausgefüllte Ausübungserklärung vorzulegen. Die Ausübung des Wahlrechts kann nicht widerrufen oder zurückgenommen werden.]

[Im Fall von Englischen Schuldverschreibungen gilt Folgendes:

- (b) Sofern die betreffende Schuldverschreibung durch eine Einzelkunde verbrieft ist und nicht von einem Clearing System gehalten wird, muss der Gläubiger der Schuldverschreibungen der bezeichneten Geschäftsstelle des Fiscal Agent oder einer Zahlstelle während ihrer üblichen Geschäftszeiten innerhalb des Kündigungszeitraums eine ordnungsgemäß ausgefüllte und unterschriebene (und zum Zeitpunkt der Ausübung aktuelle) Ausübungserklärung in der bei einer bezeichneten Geschäftsstelle des Fiscal Agent und einer bezeichneten Geschäftsstelle einer anderen Zahlstelle erhältlichen Form (eine „**Ausübungserklärung**“) übergeben, in der der Gläubiger ein Bankkonto (bzw., wenn die Zahlung per Scheck erfolgen soll, eine Anschrift) anzugeben hat, auf das bzw. an die die Zahlung erfolgen soll. Ist die betreffende Schuldverschreibung durch eine Einzelkunde verbrieft, muss dieser Ausübungserklärung die betreffende Schuldverschreibung oder ein für den Fiscal Agent oder die Zahlstelle zufrieden stellender Nachweis darüber beigefügt sein, dass die Schuldverschreibung nach der Übergabe der Ausübungserklärung in seinem bzw. ihrem Auftrag oder unter seiner bzw. ihrer Aufsicht gehalten wird. Ist die betreffende Schuldverschreibung durch eine Globalurkunde oder durch eine über ein Clearing System gehaltene Einzelkunde verbrieft, so muss der Gläubiger der Schuldverschreibungen zur Ausübung dieses Wahlrechts den Fiscal Agent oder die andere Zahlstelle innerhalb des Kündigungszeitraums von der Ausübung nach

Maßgabe der Standardverfahren des betreffenden Clearing Systems in einer für dieses Clearing System jeweils annehmbaren Form in Kenntnis setzen (wobei diese Verfahren vorsehen können, dass der Fiscal Agent oder die andere Zahlstelle auf Weisung des Gläubigers der Schuldverschreibungen von dem Clearing System oder einer gemeinsamen Verwahrstelle in elektronischer Form über die Ausübung des Wahlrechts in Kenntnis gesetzt wird) und, wenn die Schuldverschreibung durch eine Globalurkunde verbrieft ist, zeitgleich dem Fiscal Agent oder der anderen Zahlstelle die betreffende Globalurkunde zur Eintragung der entsprechenden Vermerke vorlegen bzw. die Vorlage veranlassen.

Die Ausübung des Wahlrechts kann nicht widerrufen werden und die hinterlegte Schuldverschreibung kann nicht zurückgenommen werden, es sei denn, es tritt vor dem Tag, an dem die Schuldverschreibung zur Rückzahlung fällig wird, ein Kündigungsgrund ein und dauert an. In diesem Fall kann der betreffende Gläubiger der Schuldverschreibungen nach seiner Wahl durch Mitteilung an die Emittentin eine Rücknahme der gemäß dieser Ziffer erfolgten Mitteilung erklären und stattdessen die betreffende Schuldverschreibung gemäß § [9] unverzüglich fällig und zahlbar stellen.]

**IM FALL VON
NACHRANGIGEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

[(4)] *Vorzeitige Rückzahlung aus regulatorischen Gründen.* Die Schuldverschreibungen können jederzeit insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin und vorbehaltlich der vorherigen Zustimmung der zuständigen Aufsichtsbehörde mit einer Kündigungsfrist von nicht weniger als [30] [●] und nicht mehr als [60] [●] Tagen vorzeitig gekündigt und zum Vorzeitigen Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag (ausschließlich) aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin nach ihrer eigenen Einschätzung (i) die Schuldverschreibungen nicht vollständig für Zwecke der Eigenmittelausstattung als Ergänzungskapital (Tier 2) nach Maßgabe der anwendbaren Vorschriften anrechnen darf aus anderen Gründen als einer Amortisierung gemäß Art. 64 der Verordnung (EU) Nr. 575/2013 des europäischen Parlaments und des Rates vom 26. Juni 2013 über Aufsichtsanforderungen an Kreditinstitute und Wertpapierfirmen und zur Änderung der Verordnung (EU) Nr. 646/2012 (CRR), oder (ii) in sonstiger Weise im Hinblick auf die Schuldverschreibungen einer weniger günstigen regulatorischen Eigenmittelbehandlung unterliegt als am Begebungstag.

Die Kündigung gemäß diesem Absatz ([4]) erfolgt nur nachdem die Emittentin die Zustimmung der zuständigen Aufsichtsbehörde erhalten hat durch Mitteilung gemäß § [15]. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin und den Grund für die Kündigung nennen.

**FALLS
RÜCKZAHLUNG
WEGEN
RECHTSWIDRIG-
KEIT ANWENDBAR
IST, GILT
FOLGENDES:**

[(5)] *Rückzahlung wegen Rechtswidrigkeit.* Stellt die Berechnungsstelle nach Treu und Glauben fest, dass die Erfüllung der Verpflichtungen der Emittentin aus den Schuldverschreibungen oder die zur Absicherung der Verpflichtungen der Emittentin aus den Schuldverschreibungen getroffenen Vereinbarungen aufgrund der Einhaltung von gegenwärtigen oder zukünftigen Gesetzen, Rechtsnormen, Vorschriften, Urteilen, Anordnungen oder Anweisungen einer Regierungs-, Verwaltungs-, Gesetzgebungs- oder Gerichtsbehörde oder -stelle oder deren Auslegung

ganz oder teilweise rechtswidrig oder in sonstiger Weise verboten sind oder werden, kann die Emittentin die Schuldverschreibungen durch (unwiderrufliche) Mitteilung an die Gläubiger der Schuldverschreibungen gemäß § [12] mit einer Frist von mindestens 10 und höchstens 30 Tagen nach Ablauf dieser Frist insgesamt, jedoch nicht teilweise zurückzahlen, wobei jede Schuldverschreibung zum Vorzeitigen Rückzahlungsbetrag einschließlich etwaiger bis zum Rückzahlungstag (ausschließlich) aufgelaufener Zinsen zurückzuzahlen ist.

- [(6)] *Vorzeitiger Rückzahlungsbetrag.* Der vorzeitige Rückzahlungsbetrag jedes Nennbetrags von Schuldverschreibungen in Höhe **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** der Festgelegten Stückelung] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** des Berechnungsbetrags]] (der „**Vorzeitige Rückzahlungsbetrag**“) entspricht [dem Nennbetrag plus aufgelaufener Zinsen] [dem Rückzahlungsbetrag] **[●]** % der Festgelegten Stückelung] [dem angemessenen Marktpreis] [(einschließlich aufgelaufener, aber unbezahlter Zinsen)] [dem Amortisationsbetrag] [abzüglich Abwicklungskosten bei Vorzeitiger Rückzahlung]. **[Falls angemessener Marktpreis anwendbar ist, gilt Folgendes:** [Der angemessene Marktpreis wird von der Berechnungsstelle [nach billigem Ermessen] festgestellt.] Die finanzielle Situation der Emittentin wird für die Berechnung des angemessenen Marktpreises nicht berücksichtigt; es ist für Zwecke der Berechnung des angemessenen Marktpreises anzunehmen, dass die Emittentin in der Lage ist, ihre Verpflichtungen aus den Schuldverschreibungen vollständig zu erfüllen.]

[Falls Abwicklungskosten bei Vorzeitiger Rückzahlung zur Berechnung des Vorzeitigen Rückzahlungsbetrags verwendet werden, gilt Folgendes: „**Abwicklungskosten bei Vorzeitiger Rückzahlung**“ bezeichnet **[festgelegten Betrag]** **[falls „Standard-Abwicklungskosten bei Vorzeitiger Rückzahlung“ gelten, gilt Folgendes:** einen von der Berechnungsstelle festgelegten Betrag in Höhe der Summe sämtlicher der Emittentin im Zusammenhang mit der Rückzahlung der Schuldverschreibungen und der damit zusammenhängenden Kündigung, Glattstellung oder Wiederaufnahme einer Hedge-Position oder eines damit verbundenen Handelsbestands entstandener Kosten, Auslagen (einschließlich Refinanzierungsverlusten), Steuern und Abgaben (wobei keine Beträge doppelt berücksichtigt werden dürfen), wobei dieser Betrag anteilig auf **[im Fall von Schuldverschreibungen, die deutschem Recht unterliegen, gilt Folgendes:** jeden Nennbetrag der Schuldverschreibungen in der Festgelegten Stückelung] **[im Fall von Schuldverschreibungen, die englischem Recht unterliegen, gilt Folgendes:** jeden Nennbetrag der Schuldverschreibungen, der dem Berechnungsbetrag entspricht] aufzuteilen ist].]

[Im Fall von Nullkupon-Schuldverschreibungen gilt Folgendes: „**Amortisationsbetrag**“ bezeichnet [einen nach der folgenden Formel berechneten Betrag:

$$RK \times (1 + ER)^Y$$

wobei:

„**RK**“ entspricht **[Referenzkurs]**, und

„ER“ entspricht **[Emissionsrendite ausgedrückt als Dezimalbetrag]**,
und

„y“ entspricht **[einer Bruchzahl, deren Zähler der (auf Basis eines Jahres von 360 Tagen mit 12 Monaten zu jeweils 30 Tagen) berechneten Anzahl von Tagen ab dem [Tag der Begebung der ersten Tranche der Schuldverschreibungen] (einschließlich) bis zum [vorgesehenen Rückzahlungstag (ausschließlich)] [oder (gegebenenfalls) dem Tag, an dem die betreffende Schuldverschreibung fällig und rückzahlbar wird, (ausschließlich)], entspricht und deren Nenner 360 ist].]**

§ [6] AGENTS

(1) *Bestellung.* Der Fiscal Agent **[.] [und] die Zahlstelle[n] [,] [und] [die Berechnungsstelle]]** und **[seine][ihre] [jeweilige[n]] Geschäftsstelle[n] [ist] [sind]:**

Fiscal Agent: **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** [Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Deutschland] **[●]]**

[im Fall von Englischen Schuldverschreibungen gilt Folgendes:
[Deutsche Bank AG, Filiale London
Winchester House
1 Great Winchester Street
London EC2N 2DB
Vereinigtes Königreich]**[●]]**

(der „Fiscal Agent“)

Zahlstelle[n]: [Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Deutschland]

[Deutsche Bank AG, Filiale London
Winchester House
1 Great Winchester Street
London EC2N 2DB
Vereinigtes Königreich]

[Deutsche Bank Luxembourg S.A.
2 boulevard Konrad Adenauer
L-1115 Luxemburg
Luxemburg]

[Im Fall von Schuldverschreibungen, die an der SIX Swiss Exchange notiert sind, gilt Folgendes:
Deutsche Bank AG, Filiale Zürich

Uraniastrasse 9
Postfach 3604
8021 Zürich
Schweiz

(die „Schweizer Zahlstelle“)]

([jeweils einzeln eine] [die] „Zahlstelle“ [und zusammen die „Zahlstellen“]).

[Falls der Fiscal Agent als Berechnungsstelle bestellt werden soll, gilt Folgendes: Der Fiscal Agent handelt auch als Berechnungsstelle (die „Berechnungsstelle“).]

[Falls eine Berechnungsstelle bestellt werden soll, die nicht der Fiscal Agent ist, gilt Folgendes: Die Berechnungsstelle und ihre anfänglich bezeichnete Geschäftsstelle sind:

[Namen und bezeichnete Geschäftsstelle](die „Berechnungsstelle“)]

Der Fiscal Agent [,] [und] [die Zahlstelle[n]][,] [und] [die Berechnungsstelle] [behält] [behalten] sich das Recht vor, jederzeit [seine] [ihre] [jeweilige[n]] Geschäftsstelle[n] durch eine andere Geschäftsstelle zu ersetzen.

- (2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agent[,] [oder] [der] [einer] Zahlstelle] [oder] [der Berechnungsstelle] zu ändern oder zu beenden und einen anderen Fiscal Agent [oder eine andere oder zusätzliche Zahlstellen] [oder] [eine andere Berechnungsstelle] zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (a) einen Fiscal Agent **[im Fall von Schuldverschreibungen, die an einer Börse zum Handel zugelassen oder im Amtlichen Handel notiert sind, gilt Folgendes: [,] [und]** (b) solange die Schuldverschreibungen an der **[Namen der Börse]** zum Handel zugelassen oder im Amtlichen Handel notiert sind, eine Zahlstelle (die der Fiscal Agent sein kann) mit einer Geschäftsstelle in **[Sitz der Börse]** und/oder an solchen anderen Orten unterhalten, wie nach den Regeln der Börse oder den Vorschriften einer anderen maßgeblichen Behörde verlangt **[im Fall von Zahlungen in US-Dollar gilt Folgendes: [,] [und]** [(c)], falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten (wie in § 4(3) definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in US-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit Geschäftsstelle in den Vereinigten Staaten unterhalten] **[falls eine Berechnungsstelle bestellt werden soll, gilt Folgendes:** und [(d)] eine Berechnungsstelle unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem diese bzw. dieser sofort wirksam wird), sofern dies den Gläubigern der Schuldverschreibungen gemäß § [12] unter Einhaltung einer Frist von mindestens dreißig und höchstens fünfundvierzig Tagen vorab mitgeteilt worden ist.
- (3) *Beauftragte der Emittentin.* Der Fiscal Agent [,] [und] die Zahlstelle[n][,] [und] [die Berechnungsstelle] handeln ausschließlich als Beauftragte der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern der Schuldverschreibungen [,] [oder] [Inhabern von

Zinsscheinen] [oder] [Inhabern von Rückzahlungsscheinen] und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet. Das Agency Agreement enthält Bestimmungen, nach denen jede Rechtsperson, auf die eine beauftragte Stelle verschmolzen oder in die diese umgewandelt wird oder mit der sie sich zusammenschließt oder auf die sie alle oder im Wesentlichen alle ihrer Vermögensgegenstände überträgt, der Nachfolger dieser Beauftragten werden kann.

§ [7] STEUERN

**IM FALL VON
DEUTSCHEN ODER
ENGLISCHEN
SCHULDVER-
SCHREIBUNGEN,
BEI DENEN KEIN
AUSGLEICH FÜR
QUELLEN-
STEUERN
VORGESEHEN IST,
GILT FOLGENDES:**

Alle in Bezug auf die Schuldverschreibungen zahlbaren Beträge werden unter Abzug oder Einbehalt von Steuern, Abgaben oder staatlicher Gebühren gleich welcher Art gezahlt, falls der Abzug oder Einbehalt gesetzlich vorgeschrieben ist (unter anderem gemäß den Vorschriften einer in Abschnitt 1471(b) des US-Bundessteuergesetzes (*United States Internal Revenue Code*) von 1986 (das „Gesetz“) beschriebenen Vereinbarung oder gemäß anderweitig in den Abschnitten 1471 bis 1474 des Gesetzes sowie gemäß sämtlichen Vorschriften oder Vereinbarungen bzw. offiziellen Auslegungen dieser Abschnitte („**FATCA-Abkommen**“) oder nach Maßgabe eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen auferlegten Verpflichtungen).

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
BEI DENEN EIN
AUSGLEICH VON
QUELLEN-
STEUERN
VORGESEHEN IST,
GILT FOLGENDES:**

- (1) *Quellensteuern und Zusätzliche Beträge.* Alle in Bezug auf die Schuldverschreibungen zahlbaren Beträge sind ohne Abzug oder Einbehalt von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder staatlichen Gebühren gleich welcher Art zu leisten, die (i) [von oder in der Bundesrepublik Deutschland] [vom oder im Vereinigten Königreich] [von oder in Portugal] [von oder in Spanien] [von oder in Australien] [von oder in **[Staat, in dem sich eine andere emittierende Filiale befindet,]]**] oder für deren Rechnung oder von oder für Rechnung einer dort zur Steuererhebung ermächtigten Gebietskörperschaft oder Behörde oder (ii) gemäß den Vorschriften einer in Abschnitt 1471(b) des US-Bundessteuergesetzes (*United States Internal Revenue Code*) von 1986 (das „Gesetz“) beschriebenen Vereinbarung oder gemäß anderweitig in den Abschnitten 1471 bis 1474 des Gesetzes sowie gemäß sämtlichen Vorschriften oder Vereinbarungen bzw. offiziellen Auslegungen dieser Abschnitte („**FATCA-Abkommen**“) oder nach Maßgabe eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf FATCA auferlegten Verpflichtungen auferlegt, erhoben oder eingezogen werden („**Quellensteuern**“), es sei denn, dieser Abzug oder Einbehalt ist gesetzlich vorgeschrieben (unter anderem gemäß den Vorschriften einer in Abschnitt 1471(b) des Gesetzes beschriebenen Vereinbarung oder gemäß anderweitig nach Maßgabe des FATCA-Abkommens sowie nach Maßgabe eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen auferlegten Verpflichtungen).

In diesem letzteren Fall wird die Emittentin im weitesten nach geltendem Recht zulässigen Umfang diejenigen zusätzlichen Beträge (die „**Zusätzlichen Beträge**“) an Kapital und Zinsen zahlen, die erforderlich sind, damit die den Gläubigern der Schuldverschreibungen zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den

Gläubigern der Schuldverschreibungen empfangen worden wären. Solche Zusätzlichen Beträge sind jedoch nicht zahlbar in Bezug auf Steuern, Abgaben oder amtliche Gebühren, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers der Schuldverschreibungen handelnden Person zu entrichten sind oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin von den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt, oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers der Schuldverschreibungen [zur Bundesrepublik Deutschland] [zum Vereinigten Königreich] [zu Portugal] [zu Spanien] [zu Australien] [zu **[Staat, in dem sich eine andere emittierende Filiale befindet,]**] zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen [in der Bundesrepublik Deutschland] [im Vereinigten Königreich] [in Australien] [in **[Staat, in dem sich eine andere emittierende Filiale befindet,]**] stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind, oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union bezüglich der Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der [die Bundesrepublik Deutschland] [das Vereinigte Königreich] [Portugal] [Spanien] [Australien] [**Staat, in dem sich eine andere emittierende Filiale befindet,]** oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die der Umsetzung dieser Richtlinie, Verordnung oder Vereinbarung dient, dieser entspricht oder zur Anpassung an diese Richtlinie, Verordnung oder Vereinbarung eingeführt wurde, abzuziehen oder einzubehalten sind, oder
- (d) aufgrund der Vorschriften einer in Abschnitt 1471(b) des Gesetzes beschriebenen Vereinbarung oder anderweitig nach Maßgabe des FATCA-Abkommens auferlegter Verpflichtungen oder eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen vorgeschrieben sind; oder
- (e) später als dreißig Tage nach dem Maßgeblichen Tag (wie nachstehend definiert) zur Zahlung vorgelegt werden, außer soweit ein Gläubiger der Schuldverschreibungen bei deren Vorlage am letzten Tag des dreißigtägigen Zeitraums Anspruch auf zusätzliche Beträge gehabt hätte, wobei davon ausgegangen wird, dass dieser ein Geschäftstag war, oder
- (f) die in Bezug auf eine Schuldverschreibung einbehalten oder abgezogen werden, die von einem Gläubiger der Schuldverschreibungen oder für diesen zur Zahlung vorgelegt wird, der diesen Einbehalt oder Abzug durch Vorlage der betreffenden Schuldverschreibung bei einer anderen Zahlstelle in einem Mitgliedstaat der Europäischen Union hätte vermeiden können.
- (g) von einer Zahlstelle abgezogen oder einbehalten werden, wenn

eine andere Zahlstelle die Zahlung ohne einen solchen Abzug oder Einbehalt hätte leisten können, oder

- (h) nicht zu entrichten wären, wenn die Schuldverschreibungen bei einem Kreditinstitut verwahrt und die Zahlungen von diesem eingezogen worden wären, oder
- (i) aufgrund einer Rechtsänderung oder einer Änderung in der Rechtsanwendung zahlbar sind, die später als dreißig Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Mitteilung gemäß § [12] wirksam wird[.]; oder]

[im Fall von Schuldverschreibungen, die durch die Filiale Sydney emittiert werden, gilt Folgendes:

- (j) zahlbar sind, weil der Gläubiger der Schuldverschreibungen eine der Emittentin nahe stehende Person (*associate*) im Sinne von Section 128F (6) des australischen Gesetzes über die Veranlagung zur Einkommensteuer von 1936 ist]

- (2) *Vorzeitige Kündigung.* Falls infolge einer am oder nach dem **[Tag der Begebung der ersten Tranche dieser Serie von Schuldverschreibungen]** wirksam werdenden Änderung oder Ergänzung der [in Deutschland] [im Vereinigten Königreich] [in Portugal] [in Spanien] [in Australien] [in **[Staat, in dem sich eine andere emittierende Filiale befindet,]** oder in den Vereinigten Staaten] geltenden Rechtsvorschriften oder einer vor diesem Zeitpunkt nicht allgemein bekannten Anwendung oder amtlichen Auslegung solcher Rechtsvorschriften Quellensteuern auf die Zahlung von Kapital oder Zinsen der Schuldverschreibungen anfallen oder anfallen werden und die Quellensteuern wegen der Verpflichtung zur Zahlung Zusätzlicher Beträge gemäß Absatz (1) der Emittentin zur Last fallen, ist die Emittentin berechtigt, die ausstehenden Schuldverschreibungen **[im Fall von Nachrangigen Schuldverschreibungen gilt Folgendes:**, vorbehaltlich der vorherigen Zustimmung der zuständigen Aufsichtsbehörden,] ganz, jedoch nicht teilweise unter Einhaltung einer Kündigungsfrist von mindestens 30 Tagen jederzeit zu ihrem Vorzeitigen Rückzahlungsbetrag **[im Fall von Schuldverschreibungen außer Nullkupon-Schuldverschreibungen gilt Folgendes:** zuzüglich bis zum vorgesehenen Rückzahlungstag aufgelaufener Zinsen] zurückzuzahlen. Eine solche Kündigung darf jedoch nicht früher als 90 Tage vor dem Zeitpunkt erfolgen, an dem die Emittentin erstmals Quellensteuern einbehalten oder zahlen müsste, falls eine Zahlung in Bezug auf die Schuldverschreibungen dann geleistet würde.
- (3) *Mitteilung.* Die Kündigung erfolgt durch Mitteilung gemäß § [12]. Sie ist unwiderruflich und muss den vorgesehenen Rückzahlungstag sowie in zusammenfassender Form die Tatsachen angeben, die das Kündigungsrecht begründen.
- (4) *Sitzverlegung der Emittentin.* Für den Fall einer Sitzverlegung der Emittentin in ein anderes Land, Territorium oder Hoheitsgebiet gelten die vorstehenden Bestimmungen mit der Maßgabe, dass sich jede Nennung des Sitzlandes der Emittentin vom Zeitpunkt der Sitzverlegung an als Bezugnahme auf dieses andere Land, Territorium oder Hoheitsgebiet versteht.

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN
MIT
QUELLENSTEUER-
AUSGLEICH UND
EINER GARANTIE
DER DEUTSCHE
BANK AG, FILIALE
NEW YORK, GILT
FOLGENDES:**

- (5) *Zahlung ohne Einbehalt.* Sämtliche Zahlungen in Bezug auf die Garantie durch oder für die Garantin erfolgen ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder künftigen Steuern, Abgaben, Veranlagungen oder behördlichen Lasten gleich welcher Art („**Steuern**“), die (i) von einer Maßgeblichen Rechtsordnung oder für eine Maßgebliche Rechtsordnung oder (ii) gemäß den Vorschriften einer in Abschnitt 1471(b) des US-Bundessteuergesetzes (*United States Internal Revenue Code*) von 1986 (das „**Gesetz**“) beschriebenen Vereinbarung oder gemäß anderweitig in den Abschnitten 1471 bis 1474 des Gesetzes sowie gemäß sämtlichen Vorschriften oder Vereinbarungen bzw. offiziellen Auslegungen dieser Abschnitte („**FATCA-Abkommen**“) oder nach Maßgabe eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf FATCA auferlegten Verpflichtungen auferlegt oder erhoben werden, es sei denn, der Einbehalt oder Abzug der Steuern ist gesetzlich vorgeschrieben (unter anderem gemäß den Vorschriften einer in Abschnitt 1471(b) des Gesetzes beschriebenen Vereinbarung oder gemäß anderweitig nach Maßgabe des FATCA-Abkommens sowie nach Maßgabe eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen auferlegten Verpflichtungen). In diesem Fall wird die Emittentin vorbehaltlich der nachstehenden Ausnahmen und Beschränkungen die zusätzlichen Beträge zahlen, die erforderlich sind, damit die an die Gläubiger der Schuldverschreibungen gezahlten Nettobeträge nach einem solchen Abzug oder Einbehalt denjenigen Beträgen entsprechen, den die Gläubiger der Schuldverschreibungen ohne einen solchen Einbehalt oder Abzug in Bezug auf die Garantie erhalten hätten. Die Verpflichtung der Emittentin zur Zahlung solcher zusätzlichen Beträge besteht jedoch nicht in Bezug auf:
- (a) jedwede Steuern, Veranlagungen oder andere behördliche Lasten, welche allein aufgrund des Umstands erhoben werden, dass (A) eine Beziehung zwischen einem Gläubiger der Schuldverschreibungen (oder einem Treuhänder, Treugeber oder Berechtigten in Bezug auf die gehaltenen Schuldverschreibungen oder einer Person, die hinsichtlich der gehaltenen Schuldverschreibungen verfügungsbefugt ist, sofern es sich bei dem Gläubiger der Schuldverschreibungen um eine Vermögensmasse (*Estate*) oder ein Treuhandvermögen (*Trust*) handelt, oder einem Gesellschafter oder Aktionär dieses Gläubigers der Schuldverschreibungen, sofern es sich bei dem Gläubiger der Schuldverschreibungen um eine Personen- oder Kapitalgesellschaft handelt) und den Vereinigten Staaten besteht oder bestand (ausgenommen die reine Anspruchsberechtigung in Bezug auf die Garantie), wobei diese Beziehung unter anderem darin bestehen kann, dass der betreffende Gläubiger (bzw. Treuhänder, Treugeber, Berechtigte, Verfügungsberechtigte, Gesellschafter oder Aktionär) ein Staatsbürger der Vereinigten Staaten ist oder war oder dort ansässig ist oder war, dort ein Gewerbe oder Geschäft betreibt oder betrieben hat, sich dort aufhält oder aufgehalten hat oder dort eine Betriebsstätte unterhält oder unterhalten hat, oder dass (B) der betreffende Gläubiger der Schuldverschreibungen den Status einer Holdinggesellschaft ohne aktive Geschäftstätigkeit (*personal holding company*), einer ausländischen privaten Stiftung (*foreign private foundation*) oder eines sonstigen ausländischen Unternehmens, das in den Vereinigten Staaten keiner Besteuerung unterliegt oder einer Gesellschaft, die Gewinnthesaurierungen vornimmt, um die auf

US-Bundesebene erhobene Einkommensteuer zu vermeiden, hat oder hatte, oder

- (b) jedwede Nachlass-, Erbschaft-, Schenkung-, allgemeine Umsatz-, Verkehr-, Verbrauch-, Vermögensteuer (wealth tax) oder Steuer auf bewegliches Vermögen (personal property tax) oder vergleichbare Steuern, Veranlagungen oder andere staatlichen Gebühren, oder
- (c) jedwede Steuern, Veranlagungen oder andere staatliche Gebühren, die allein aufgrund eines der nachfolgend aufgeführten Umstände erhoben werden:
 - (i) der Vorlage einer Garantie durch den jeweiligen Gläubiger der Schuldverschreibungen zur Zahlung später als fünfzehn Tage nach dem Maßgeblichen Tag, oder
 - (ii) einer Änderung von Gesetzen oder Vorschriften oder Auslegungen einer Verwaltungsbehörde oder eines Gerichts, die später als 30 Tage nach Fälligwerden der betreffenden Zahlung oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung des Zahlungsbetrags in Kraft tritt, oder
- (d) jedwede Steuern, Veranlagungen oder andere staatliche Gebühren, die auf andere Weise erhoben werden als im Wege des Abzugs von Zahlungen aus der Garantie oder des Einbehalts auf solche Zahlungen, oder
- (e) jedwede Steuern, Veranlagungen oder andere staatliche Gebühren, welche von einer Zahlstelle von Zahlungen aus der Garantie in Abzug zu bringen sind oder auf solche Zahlungen einzubehalten sind, wenn diese Zahlung bei Vorlage der betreffenden Schuldverschreibung bei einer anderen Zahlstelle ohne einen solchen Abzug oder Einbehalt vorgenommen kann, oder
- (f) jedwede Steuern, Veranlagungen oder andere staatliche Gebühren, welche allein aufgrund des Umstands erhoben werden, dass ein Gläubiger der Schuldverschreibungen oder ein wirtschaftlich Berechtigter einer Schuldverschreibung, sein Beauftragter oder ein Finanzinstitut, über das der Gläubiger oder wirtschaftlich Berechtigte die Schuldverschreibungen hält bzw. halten oder über das Zahlungen auf die Schuldverschreibungen geleistet werden, es unterlassen hat, (1) die Bestätigungs-, Dokumentations-, Offenlegungs- oder sonstigen Meldepflichten oder Vereinbarungen betreffend US-Konten, die von dem Gläubiger oder wirtschaftlich Berechtigten (oder dem betreffenden Finanzinstitut) unterhalten werden, einschließlich aufgrund des Haltens der Schuldverschreibungen, hinsichtlich der Staatsangehörigkeit, des Wohn- bzw. Firmensitzes oder der Identität eines Gläubigers der Schuldverschreibungen oder wirtschaftlich Berechtigten einer Schuldverschreibung (bzw. des betreffenden Finanzinstituts) oder hinsichtlich dessen Beziehung zu den Vereinigten Staaten oder eine im Wesentlichen ähnlichen Vorschrift oder Vereinbarung, einschließlich einer in Abschnitt 1471(b) des Gesetzes beschriebenen Vereinbarung oder anderweitig nach Maßgabe des FATCA-Abkommens oder eines

Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen auferlegter Verpflichtungen, zu erfüllen, soweit die Erfüllung dieser Pflichten kraft eines Gesetzes oder einer Vorschrift der Vereinigten Staaten oder einer Gebietskörperschaft oder Steuerbehörde der Vereinigten Staaten oder eines anwendbaren Einkommensteuer-Abkommens, das die Vereinigten Staaten abgeschlossen haben, oder kraft einer im Wesentlichen ähnlichen Vorschrift oder Vereinbarung, einschließlich einer in Abschnitt 1471(b) des Gesetzes beschriebenen Vereinbarung oder anderweitig nach Maßgabe des FATCA-Abkommens oder eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen auferlegter Verpflichtungen, als Voraussetzung für eine Erleichterung hinsichtlich solcher Steuern, Veranlagungen oder anderen behördlichen Lasten (einschließlich Sicherungssteuer (*back-up withholding*)) oder eine Befreiung davon vorgeschrieben ist, oder (2) alle sonstigen Bestätigungs-, Dokumentations-, Melde- oder ähnlichen Pflichten nach dem US-Einkommensteuerrecht zu erfüllen, welche einen Anspruch auf anderweitig anwendbare Erleichterungen hinsichtlich solcher Steuern, Veranlagungen oder anderen behördlichen Lasten oder eine Befreiung hiervon begründen, oder

- (g) jedwede Steuern, Veranlagungen oder andere staatlichen Gebühren, die auf Zahlungen an einen Gläubiger erhoben werden, der 10 Prozent oder mehr der gesamten Stimmrechte sämtlicher Gattungen von Aktien der Emittentin tatsächlich (unmittelbar oder mittelbar) hält oder so behandelt wird, oder bei dem es sich um ein Zinseinnahmen erzielendes Kreditinstitut im Sinne von Abschnitt 881(c)(3)(A) des US-Bundessteuergesetzes (*United States Internal Revenue Code*) von 1986 in seiner jeweils geltenden Fassung oder um ein durch Kapitalbeteiligung mit der Emittentin verbundenes ausländisches Konzernunternehmen handelt, oder
- (h) Zahlungen aus der Garantie an einen Gläubiger der Schuldverschreibungen, bei dem es sich um einen Treuhänder oder eine Personengesellschaft handelt oder bei dem es sich nicht um den alleinigen wirtschaftlich Berechtigten dieser Zahlung handelt, soweit ein Berechtigter oder Treugeber in Bezug auf den Treuhänder oder ein Gesellschafter einer solchen Personengesellschaft oder ein wirtschaftlich Berechtigter keinen Anspruch auf Erhalt der zusätzlichen Zinszahlungen gehabt hätte, wenn er der Gläubiger der betreffenden Schuldverschreibung gewesen wäre, oder
- (i) jedwede Abzüge oder Einbehalte gemäß (i) einer Richtlinie oder Verordnung der Europäischen Union bezüglich der Besteuerung von Zinseinkünften, oder (ii) einem internationalem Vertrag oder einer internationalen Vereinbarung bezüglich einer solchen Besteuerung, dessen bzw. deren Partei (x) die Vereinigten Staaten und (y) die Europäische Union und/oder [Deutschland] [das Vereinigte Königreich] [Italien] [Portugal] [Spanien] [Australien] **[Staat, in dem sich eine andere emittierende Filiale befindet,]** ist, oder (iii) einer rechtlichen Bestimmung, die eine solche Richtlinie, Verordnung oder Vereinbarung bzw. einen solchen Vertrag umsetzt oder der Durchsetzung dient; oder
- (j) Zahlungen, die aufgrund des Eintritts mehrerer der in den

vorstehenden Absätzen (a) bis (i) genannten Umstände zusammen zu leisten wären.

- (6) Auslegung. In diesem § [7] bezeichnet:
- (a) „**Maßgeblicher Tag**“ den Tag, an dem die betreffende Zahlung erstmals fällig wird, wobei dieser Begriff jedoch in dem Fall, dass der Fiscal Agent den gesamten zu zahlenden Betrag nicht an oder vor dem jeweiligen Fälligkeitstag erhalten hat, den Tag bezeichnet, an dem nach Eingang des gesamten zu zahlenden Betrags bei dem Fiscal Agent eine entsprechende Mitteilung gemäß § [12] an die Gläubiger der Schuldverschreibungen ergangen ist, und
 - (b) „**Maßgebliche Rechtsordnung**“ die Vereinigten Staaten von Amerika oder eine Gebietskörperschaft oder Behörde der Vereinigten Staaten von Amerika, die zur Erhebung von Steuern berechtigt ist, oder einen anderen Staat oder eine Gebietskörperschaft oder Behörde dieses anderen Staates, die zur Erhebung von Steuern berechtigt ist, in Bezug auf welche die Emittentin hinsichtlich von ihr geleisteter Zahlungen von Kapital und Zinsen auf die Schuldverschreibungen einer Steuerpflicht unterliegt.
- (7) *Zusätzliche Beträge*. In diesen Bedingungen enthaltene Bezugnahmen auf Beträge in Bezug auf die Schuldverschreibungen [oder die Garantie] schließen sämtliche zusätzlichen Beträge mit ein, die gemäß dieser Bedingung zahlbar sind.

§ [8] VERJÄHRUNG

IM FALL VON DEUTSCHEN SCHULDVER- SCHREIBUNGEN GILT FOLGENDES:

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre abgekürzt.

IM FALL VON ENGLISCHEN SCHULDVER- SCHREIBUNGEN GILT FOLGENDES:

- (1) *Verjährung*. Die Schuldverschreibungen[,] [und] [Zinsscheine] [und] [Rückzahlungsscheine] werden ungültig, wenn sie nicht innerhalb eines Zeitraums von zehn Jahren (bei Kapital) und fünf Jahren (bei Zinsen) nach dem Maßgeblichen Tag zur Zahlung vorgelegt werden.
- (2) *Ersetzung*. Sollte eine Schuldverschreibung[,] [oder] [ein Zinsschein] [,] [oder] [ein Rückzahlungsschein] [oder ein Talon] verloren gehen, gestohlen, beschädigt, unleserlich gemacht oder zerstört werden, kann er bei der Geschäftsstelle **[im Fall von Schuldverschreibungen, Rückzahlungsscheinen oder Zinsscheinen: des Fiscal Agent] [im Fall von Schuldverschreibungen, die an der Luxemburger Börse zum Handel zugelassen oder im Amtlichen Handel notiert sind, gilt Folgendes:** der Zahlstelle in Luxemburg] ersetzt werden; dabei hat der Antragsteller alle in diesem Zusammenhang möglicherweise entstehenden Kosten und Auslagen zu tragen und alle nach billigem Ermessen von der Emittentin verlangten Bedingungen hinsichtlich des Nachweises und der Schadloshaltung zu erfüllen. Beschädigte oder unleserlich gemachte

Schuldverschreibungen [,] [oder] [Zinsscheine] [,] [oder] [Rückzahlungsscheine] [oder Talons] müssen erst eingereicht werden, bevor Ersatzurkunden ausgegeben werden.

- (3) *Zinsscheinbögen.* Zinsscheinbögen, die im Austausch gegen Talons ausgegeben werden, enthalten weder Zinsscheine, bezüglich welcher der Zahlungsanspruch gemäß diesem § [8] oder § 4 ungültig wäre, noch Talons, die gemäß § 4 ungültig wären.

Für die Zwecke dieses § [8] bezeichnet „**Maßgeblicher Tag**“ den Tag, an dem die betreffende Zahlung erstmals fällig wird, wobei dieser Begriff jedoch in dem Fall, dass der Fiscal Agent die volle Summe der zu zahlenden Beträge nicht an oder vor dem jeweiligen Fälligkeitstag erhalten hat, den Tag bezeichnet, an dem nach Eingang der vollen Summe der zu zahlenden Beträge bei dem Fiscal Agent eine entsprechende Mitteilung gemäß § [12] an die Gläubiger der Schuldverschreibungen ergangen ist.

[Falls die Schuldverschreibungen mit Talons begeben werden, gilt Folgendes: An oder nach dem [Zinszahltag] [Zinsperiodenendtag], an dem der letzte Zinsschein eines Zinsscheinbogens fällig wird, kann der im Zinsscheinbogen enthaltene Talon vorbehaltlich der Bestimmungen dieses § [8] bei dem Fiscal Agent oder einer anderen Zahlstelle im Austausch gegen einen weiteren Zinsscheinbogen eingereicht werden, welcher einen weiteren Talon enthält (vorausgesetzt, dieser weitere Zinsscheinbogen enthält keine Zinsscheine, die bis zum letzten Termin (einschließlich) für die Zahlung von Zinsen auf die zugehörige Schuldverschreibung laufen).]

**IM FALL VON
NICHT
NACHRANGIGEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

§ [9] KÜNDIGUNGSGRÜNDE

- (1) *Kündigungsgründe.* Jeder Gläubiger der Schuldverschreibungen ist berechtigt, seine Schuldverschreibungen zu kündigen und deren sofortige Tilgung zu ihrem Vorzeitigen Rückzahlungsbetrag (wie in § 5[(5)] definiert) **[im Fall von Schuldverschreibungen außer Nullkupon-Schuldverschreibungen gilt Folgendes:** zuzüglich etwaiger bis zum Tag der Rückzahlung aufgelaufener Zinsen] zu verlangen, falls einer der folgenden Kündigungsgründe vorliegt:
- (a) die Emittentin [oder die Garantin] zahlt Kapital [oder Zinsen] nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag, oder
 - (b) die Emittentin [oder die Garantin] unterlässt die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen und diese Unterlassung dauert länger als 60 Tage fort, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger einer Schuldverschreibung erhalten hat, oder
 - (c) die Emittentin [oder die Garantin] gibt ihre Zahlungsunfähigkeit bekannt oder stellt ihre Zahlungen ein, oder
 - (d) ein Gericht in Deutschland **[im Fall von Schuldverschreibungen die durch eine Filiale außerhalb des EWR emittiert wurde, gilt**

Folgendes: oder **[Staat, in dem sich die Filiale befindet,] [im Fall von Schuldverschreibungen, die durch Deutsche Bank AG, Filiale New York garantiert werden, gilt Folgendes:** in den Vereinigten Staaten] eröffnet ein Insolvenzverfahren gegen die Emittentin [oder die Garantin].

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

- (2) *Quorum.* In den Fällen des Absatz (1)(b) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in Absatz (1)(a), (c) oder (d) bezeichneten Kündigungsgründe vorliegt, aufgrund dessen die Gläubiger der Schuldverschreibungen zur Kündigung ihrer Schuldverschreibungen berechtigt sind, erst wirksam, wenn bei dem Fiscal Agent Kündigungserklärungen von Gläubigern der Schuldverschreibungen im Nennbetrag von mindestens einem Zehntel des Kapitalbetrags der dann ausstehenden Schuldverschreibungen eingegangen sind.
- (3) *Form der Erklärung.* Jede Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz (1), hat in der Weise zu erfolgen, dass dem Fiscal Agent eine entsprechende schriftliche Erklärung übergeben oder durch eingeschriebenen Brief übermittelt wird.

§ [10]

ERSETZUNG DER EMITTENTIN ODER DER FILIALE

- (1) *Ersetzung.* Die Emittentin (oder eine Gesellschaft, durch die diese zuvor bereits ersetzt wurde) ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger der Schuldverschreibungen eine andere Gesellschaft an ihrer Stelle als Hauptschuldnerin (die „**Nachfolgeschuldnerin**“) für alle Verpflichtungen aus und im Zusammenhang mit den Schuldverschreibungen einzusetzen, sofern
- (a) die Nachfolgeschuldnerin alle Zahlungsverpflichtungen aus oder im Zusammenhang mit den Schuldverschreibungen übernimmt,
- (b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen eingeholt hat und berechtigt ist, an den Fiscal Agent die zur Erfüllung der Zahlungs- oder Lieferverpflichtungen aus den Schuldverschreibungen erforderlichen Beträge in der hierin festgelegten Währung zu zahlen, und
- (c) die Emittentin unwiderruflich und unbedingte gegenüber den Gläubigern der Schuldverschreibungen die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge **[im Fall von Nachrangigen Schuldverschreibungen gilt Folgendes:** auf nachrangiger Basis] garantiert; und

[Im Fall von Nachrangigen Schuldverschreibungen gilt Folgendes::

- (d) eine solche Ersetzung gemäß dem nach anwendbaren Recht vorgeschriebenen Verfahren erfolgt und die zuständige Aufsichtsbehörde keine Einwände gegen eine solche Ersetzung vorgebracht hat].

Die Emittentin ist berechtigt, die Filiale, durch die sie für die Zwecke dieser Schuldverschreibungen tätig ist, durch Mitteilung an die Gläubiger der Schuldverschreibungen gemäß § [12] zu ändern, wobei in dieser Mitteilung der Tag dieser Änderung anzugeben ist und keine Änderung ohne eine entsprechende vorherige Mitteilung vorgenommen werden kann.

- (1) *Mitteilung.* Jede Ersetzung ist gemäß § [12] mitzuteilen.
- (2) *Änderung von Bezugnahmen.* Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Bedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf den Staat, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf den Staat, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. [Des Weiteren gilt im Fall einer Ersetzung Folgendes:

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
FÜR DIE EIN
AUSGLEICH FÜR
QUELLEN-
STEUERN
VORSEHEN IST,
GILT FOLGENDES:**

[(a)] in § [7] gilt eine alternative Bezugnahme auf Zahlungspflichten der Garantin aus der Garantie nach Absatz (1) dieses § [10] und hierfür eine Bezugnahme auf [Deutschland] [das Vereinigte Königreich] [Italien] [Portugal] [Spanien] [Australien] [**Land, in dem sich die emittierende Filiale befindet**] als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf den Staat, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat)[, und]

**IM FALL VON
NICHT
NACHRANGIGEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

[(b)] in § [9](1)(c) und (d) gilt eine alternative Bezugnahme auf die Emittentin in Bezug auf ihre Verpflichtungen als Garantin unter der Garantie gemäß Absatz (1) dieses § [10] als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).

§ [11]

BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF

- (1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger der Schuldverschreibungen[,] [oder] [der Inhaber von Zinsscheinen] [oder] [der Inhaber von Rückzahlungsscheinen] weitere Schuldverschreibungen mit gleicher Ausstattung oder gegebenenfalls mit gleicher Ausstattung mit Ausnahme des Tages der Begebung, des Betrags und des Tages der ersten Zinszahlung, des Beginns des Zinslaufs und/oder des Ausgabepreises in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.
- (2) *Ankauf und Entwertung.* [**Im Fall von Nachrangigen Schuldverschreibungen gilt Folgendes:** Vorbehaltlich § 2 und nur wenn und soweit der Kauf nicht aufgrund anwendbarer Eigenkapitalvorschriften unzulässig ist, ist die] [Die] Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen

Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder zur Entwertung bei dem Fiscal Agent eingereicht werden.

§ [12] MITTEILUNGEN

FALLS
„VERÖFFENT-
LICHUNG“
ANWENDBAR IST,
GILT FOLGENDES:

[(1) *Veröffentlichung.*] [Vorbehaltlich der Bestimmungen des **[im Fall von nicht nachrangigen Schuldverschreibungen gilt Folgendes: § [9](3)**] [und des] [nachstehenden Absatz (2)] sind alle] [Alle] die Schuldverschreibungen betreffenden Mitteilungen [sind] im Bundesanzeiger **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** und in einer führenden englischsprachigen Tageszeitung mit allgemeiner Verbreitung in London, voraussichtlich der [Financial Times in London] **[gegebenenfalls andere Zeitung]** zu veröffentlichen. Jede derartige Mitteilung gilt [am Tag ihrer] [●] Veröffentlichung (oder bei mehreren Veröffentlichungen [am Tag der] [●] ersten solchen Veröffentlichung) als wirksam erfolgt.]

[Im Fall von Schuldverschreibungen, die an der Luxemburger Börse zum Handel am geregelten Markt zugelassen oder im amtlichen Handel notiert sind, gilt Folgendes: Wenn und solange die Schuldverschreibungen an der Luxemburger Börse zum Handel am geregelten Markt zugelassen oder im Amtlichen Handel notiert sind und soweit die Regeln der Luxemburger Börse dies verlangen, sind alle die Schuldverschreibungen betreffenden Mitteilungen ferner auf der Webseite der Luxemburger Börse (www.bourse.lu) zu veröffentlichen.]

[Im Fall einer Notierung an der SIX Swiss Exchange gilt Folgendes: Alle die Schuldverschreibungen betreffenden Mitteilungen sind ferner in elektronischer Form auf der Website der SIX Swiss Exchange (www.six-swiss-exchange.com) zu veröffentlichen.]

FALLS
„MITTEILUNG AN
DAS CLEARING
SYSTEM“
ANWENDBAR IST,
GILT FOLGENDES:

[(2) *Mitteilung an das Clearing System.* **[Falls die Schuldverschreibungen gegen Einzelkunden ausgetauscht werden können, gilt Folgendes:** Solange eine Ausgabe von Einzelkunden noch nicht erfolgt ist und die die Schuldverschreibungen verbriefende Globalurkunde in ihrer Gesamtheit [für das maßgebliche] [von dem maßgeblichen] Clearing System gehalten wird, kann die] [Die] Emittentin [kann] alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Gläubiger der Schuldverschreibungen übermitteln.] [Eine solche Mitteilung an das Clearing System ersetzt die Veröffentlichung nach vorstehendem Absatz (1) **[falls die Schuldverschreibungen an einer Börse zum Handel am geregelten Markt zugelassen oder notiert sind, gilt Folgendes:**, wobei die Anforderungen oder Regeln dieser Börse[n] in Bezug auf Mitteilungen jedoch Anwendung finden, solange Schuldverschreibungen an der **[Name der relevanten Börsen]** zum Handel am geregelten Markt zugelassen oder notiert sind. Soweit die Regeln der **[Name der relevanten Börsen]** es zulassen, kann die Emittentin eine andernfalls nach diesen Bestimmungen erforderliche Veröffentlichung durch eine Mitteilung [(z. B. betreffend den Zinssatz)] an das Clearing System zur Weiterleitung an die Gläubiger der Schuldverschreibungen ersetzen.].] Jede derartige Mitteilung gilt [am Tag, an dem] [am [siebten] [●] [Geschäftstag in London] [Geschäftstag in Frankfurt] [TARGET2-Geschäftstag] [Geschäftstag in

[**anderer maßgeblicher Ort**]], nachdem] [●] diese Mitteilung an das maßgebliche Clearing System erfolgt ist, als den Gläubigern der Schuldverschreibungen mitgeteilt.

FALLS
„MITTEILUNG
DURCH
GLÄUBIGER DER
SCHULDVER-
SCHREIBUNGEN
ÜBER DAS/DIE
CLEARING
SYSTEM(E)“
ANWENDBAR IST,
GILT FOLGENDES:

[(3)] *Mitteilungen durch Gläubiger der Schuldverschreibungen.* Mitteilungen durch Gläubiger der Schuldverschreibungen erfolgen über das Clearing System in der durch den Fiscal Agent bzw. das Clearing System für diesen Zweck genehmigten Weise an den Fiscal Agent **[falls die Schuldverschreibungen an der Luxemburger Börse zum Handel zugelassen oder im Amtlichen Handel notiert sind, gilt Folgendes:** oder die Zahlstelle in Luxemburg]. **[Falls die Schuldverschreibungen gegen Einzelurkunden ausgetauscht werden können, gilt Folgendes:** Im Fall von Einzelurkunden bedürfen Mitteilungen durch Gläubiger der Schuldverschreibungen der Schriftform und sind mit der (bzw. den) betreffenden Schuldverschreibung(en) bei dem Fiscal Agent **[falls die Schuldverschreibungen an der Luxemburger Börse zum Handel zugelassen oder im Amtlichen Handel notiert sind, gilt Folgendes:** oder der Zahlstelle in Luxemburg] einzureichen.

FALLS
„MITTEILUNG
DURCH
GLÄUBIGER DER
SCHULDVER-
SCHREIBUNGEN
DURCH
SCHRIFTLICHE
NACHRICHT AN
DIE EMITTENTIN“
ANWENDBAR IST,
GILT FOLGENDES:

[(3)] *Mitteilungen durch Gläubiger der Schuldverschreibungen.* Die Schuldverschreibungen betreffende Mitteilungen durch Gläubiger der Schuldverschreibungen an die Emittentin gelten als wirksam erfolgt, wenn sie der Emittentin in schriftlicher Form **[[persönlich übergeben oder] per Einschreiben]** übersandt wurden **[andere Art der Abgabe der Mitteilung in Bezug auf die Emittentin]**. Eine solche Mitteilung gilt am Tag ihrer Zustellung als erfolgt oder gilt, falls sie an einem anderen Tag als einem Mitteilungszustellungs-Geschäftstag oder nach 17:00 Uhr im Mitteilungszustellungs-Geschäftstageszentrum an einem Mitteilungszustellungs-Geschäftstag zugestellt wird, am nächstfolgenden Mitteilungszustellungs-Geschäftstag als wirksam. Der Gläubiger der Schuldverschreibungen muss der Emittentin einen zufrieden stellenden Nachweis über die von ihm gehaltenen Schuldverschreibungen erbringen; falls die Schuldverschreibungen durch eine Globalurkunde verbrieft sind, erfolgt dieser Nachweis voraussichtlich in Form einer Bestätigung durch das maßgebliche Clearing System **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** oder die Depotbank, bei der der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält].

Für die Zwecke dieser Bestimmung bezeichnet:

„**Mitteilungszustellungs-Geschäftstag**“ einen Tag (außer Samstag oder Sonntag), an dem Banken und Devisenmärkte in **[Mitteilungszustellungs-Geschäftstageszentrum]** (das „**Mitteilungszustellungs-Geschäftstageszentrum**“) allgemein für die Abwicklung von Zahlungen geöffnet sind.

§ [13]

VERTRAGSGESETZ VON 1999 (RECHTE VON DRITTEN PARTEIEN)

IM FALL VON
ENGLISCHEN
SCHULDVER-
SCHREIBUNGEN

Keine Person ist nach dem englischen Vertragsgesetz von 1999 (Rechte von dritten Parteien) (*Contracts (Rights of Third Parties) Act 1999*) berechtigt, Bestimmungen dieser Schuldverschreibungen durchzusetzen; dies berührt jedoch nicht die Rechte oder Rechtsbehelfe, die einer Person unabhängig von diesem

GILT FOLGENDES: Gesetz zustehen oder zur Verfügung stehen.

§ [14]

VERSAMMLUNGEN DER GLÄUBIGER DER SCHULDVERSCHREIBUNGEN

**IM FALL VON
ENGLISCHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

Das Agency Agreement enthält Bestimmungen für die Einberufung von Versammlungen der Gläubiger der Schuldverschreibungen zum Zwecke der Besprechung der ihre Interessen berührenden Angelegenheiten; hierzu zählt die Genehmigung von Änderungen der Schuldverschreibungen [, der Zinsscheine] [, der Rückzahlungsscheine] oder von Bestimmungen des Agency Agreement durch Außerordentlichen Beschluss. Eine solche Versammlung kann von der Emittentin einberufen werden; sie kann ferner einberufen werden, wenn dies von Gläubigern der Schuldverschreibungen, die mindestens 10 Prozent des Nennbetrags der zu dem betreffenden Zeitpunkt ausstehenden Schuldverschreibungen halten, schriftlich verlangt wird. Die Versammlung ist zum Zweck der Fassung eines Außerordentlichen Beschlusses beschlussfähig, wenn zwei oder mehr Personen anwesend sind, die mindestens 50 Prozent des Nennbetrags der zu dem betreffenden Zeitpunkt ausstehenden Schuldverschreibungen halten oder vertreten; bei einer vertagten Versammlung ist die Beschlussfähigkeit gegeben, wenn zwei oder mehrere Personen anwesend sind, die Gläubiger der Schuldverschreibungen sind oder diese vertreten, unabhängig von dem Nennbetrag der gehaltenen oder vertretenen Schuldverschreibungen; davon abweichend gilt für Fälle, in denen die Versammlung sich mit Änderungen bestimmter Regelungen der Schuldverschreibungen, der Rückzahlungsscheine oder der Zinsscheine (einschließlich einer Änderung des Fälligkeitstermins der Schuldverschreibungen oder eines Termins für die Zahlung von Zinsen auf die Schuldverschreibungen, einer Minderung oder Aufhebung des Kapitalbetrags oder des auf die Schuldverschreibungen zu zahlenden Zinssatzes oder einer Änderung der Währung, in der Zahlungen auf Schuldverschreibungen [oder] [, Zinsscheine] [oder] [Rückzahlungsscheine erfolgen]), dass die Beschlussfähigkeit gegeben ist, wenn zwei oder mehrere Personen anwesend sind, die mindestens zwei Drittel des Nennbetrags der zu dem betreffenden Zeitpunkt ausstehenden Schuldverschreibungen halten oder vertreten bzw., bei einer vertagten Versammlung, wenn eine oder mehr Personen anwesend sind, die mindestens ein Viertel des Nennbetrags der zu dem betreffenden Zeitpunkt ausstehenden Schuldverschreibungen halten oder vertreten. Ein in einer Versammlung der Gläubiger der Schuldverschreibungen gefasster Außerordentlicher Beschluss ist für alle Gläubiger der Schuldverschreibungen (unabhängig davon, ob diese in der Versammlung anwesend waren oder nicht) [sowie für alle] [Inhaber von Zinsscheinen] [und] [Inhaber von Rückzahlungsscheinen] bindend.

Der Fiscal Agent und die Emittentin können ohne die Zustimmung der Gläubiger der Schuldverschreibungen [Inhaber von Zinsscheinen] [oder] [Inhaber von Rückzahlungsscheinen] das Folgende vereinbaren:

- (a) Änderungen (außer den vorstehend genannten) der Schuldverschreibungen [, Zinsscheine] [,Rückzahlungsscheine] oder des Agency Agreement, die keine Beeinträchtigung der Interessen der Gläubiger der Schuldverschreibungen darstellen; oder
- (b) Änderungen der Schuldverschreibungen [,Zinsscheine] [,Rückzahlungsscheine] oder des Agency Agreement, die formaler oder technischer Natur oder von untergeordneter Bedeutung sind oder die zu dem Zweck vorgenommen werden, einen offensichtlichen oder nachweislichen Fehler zu korrigieren

oder zwingend vorgeschriebene gesetzliche Vorgaben zu erfüllen.

**IM FALL VON
DEUTSCHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

- (1) *Beschlussgegenstände.* Die Gläubiger der Schuldverschreibungen können **[Im Fall von Nachrangigen Schuldverschreibungen gilt Folgendes:** , sofern dies nach anwendbarem Recht mit der Anerkennung der Schuldverschreibungen als Ergänzungskapital im Einklang steht,] gemäß dem Schuldverschreibungsgesetz durch Mehrheitsbeschluss die Emissionsbedingungen ändern, einen gemeinsamen Vertreter aller Gläubiger der Schuldverschreibungen bestellen und über alle anderen gesetzlich zugelassenen Beschlussgegenstände beschließen **[falls über bestimmte Maßnahmen nicht durch Mehrheitsbeschluss entschieden werden soll, gilt Folgendes:** , wobei folgende Maßnahmen von einer Beschlussfassung ausgenommen sind: [●].]
- (2) *Mehrheitserfordernisse für Änderungen der Bedingungen.* Die Gläubiger der Schuldverschreibungen entscheiden mit einer Mehrheit von [75] [●] Prozent (Qualifizierte Mehrheit) der an der Abstimmung teilnehmenden Stimmrechte über wesentliche Änderungen der Bedingungen, insbesondere die in § 5(3) Schuldverschreibungsgesetz aufgeführten Maßnahmen. Beschlüsse, durch die der wesentliche Inhalt der Bedingungen nicht geändert wird, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit von mindestens [50] [●] Prozent der teilnehmenden Stimmrechte. Jeder Gläubiger der Schuldverschreibungen nimmt an Abstimmungen nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil.
[Soweit für einzelne Maßnahmen eine höhere Mehrheit anwendbar ist, gilt Folgendes: Beschlüsse über folgende Maßnahmen bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens [●] Prozent der teilnehmenden Stimmrechte: [●].]
- (3) *Beschlussfassung.* Beschlüsse der Gläubiger der Schuldverschreibungen werden im Wege einer Abstimmung ohne Versammlung nach § 18 Schuldverschreibungsgesetz getroffen.
- (4) *Nachweise.* Gläubiger der Schuldverschreibungen haben die Berechtigung zur Teilnahme an der Abstimmung zum Zeitpunkt der Stimmabgabe durch besonderen Nachweis der Depotbank gemäß § [15](3)(i) dieser Bedingungen und die Vorlage eines Sperrvermerks der Depotbank zugunsten der Zahlstelle als Hinterlegungsstelle für den Abstimmungszeitraum nachzuweisen.

[Falls kein gemeinsamer Vertreter in den Bedingungen bestellt wird und die Gläubiger einen gemeinsamen Vertreter durch Mehrheitsbeschluss bestellen können, gilt Folgendes:

- (5) *Gemeinsamer Vertreter.* [Die Gläubiger der Schuldverschreibungen können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter (der „gemeinsame Vertreter“) für alle Gläubiger bestellen oder diesen abberufen, die Aufgaben und Befugnisse des gemeinsamen Vertreters festlegen, Rechte der Gläubiger der Schuldverschreibungen auf den gemeinsamen Vertreter übertragen und die Beschränkung der Haftung des gemeinsamen Vertreters bestimmen. Die Bestellung eines gemeinsamen Vertreters bedarf einer Qualifizierten Mehrheit (siehe vorstehenden Absatz (2)), wenn er ermächtigt wird, wesentlichen Änderungen der Bedingungen zuzustimmen.] [●]

[Falls ein gemeinsamer Vertreter in den Bedingungen bestimmt wird, gilt Folgendes:

- (5) *Gemeinsamer Vertreter.* Gemeinsamer Vertreter (der „**gemeinsame Vertreter**“) für alle Gläubiger zur Wahrnehmung ihrer Rechte ist: [●]. Der gemeinsame Vertreter kann von den Gläubigern jederzeit ohne Angabe von Gründen abberufen werden.

Der gemeinsame Vertreter ist befugt, nach seinem Ermessen zu dem von ihm bestimmten Maßnahmen [eine Gläubigerversammlung einzuberufen] [zu einer Abstimmung der Gläubiger ohne Versammlung aufzufordern] und die [Versammlung] [die Abstimmung] zu leiten. **[Gegebenenfalls weitere Aufgaben des gemeinsamen Vertreters: [●]]**

Der gemeinsame Vertreter hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn, die Gläubiger bestimmen durch Mehrheitsbeschluss etwas anderes. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten.

Der gemeinsame Vertreter haftet den Gläubigern als Gesamtgläubiger für die ordnungsgemäße Erfüllung seiner Aufgaben; bei seiner Tätigkeit hat er die Sorgfalt eines ordentlichen und gewissenhaften Geschäftsleiters anzuwenden. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last. Die Haftung des gemeinsamen Vertreters kann durch Beschluss der Gläubiger weiter beschränkt werden. Über die Geltendmachung von Ersatzansprüchen der Gläubiger gegen den gemeinsamen Vertreter entscheiden die Gläubiger.]

§ [15]

ANWENDBARES RECHT UND GERICHTSSTAND

**IM FALL VON
DEUTSCHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

- (1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger der Schuldverschreibungen und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.
- (2) *Gerichtsstand.* Gerichtsstand für sämtliche Klagen und sonstige Verfahren ist Frankfurt am Main.
- (3) *Gerichtliche Geltendmachung.* Jeder Gläubiger der Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger der Schuldverschreibungen und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen:
- (i) indem er eine Bescheinigung der Depotbank beibringt, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche

- (a) den vollständigen Namen und die vollständige Adresse des Gläubigers der Schuldverschreibungen enthält,
 - (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die zum Datum der Bescheinigung auf dem Wertpapierdepot verbucht sind, und
 - (c) bestätigt, dass die Depotbank gegenüber dem maßgeblichen Clearing System eine schriftliche Erklärung bezüglich der Absicht des Gläubigers der Schuldverschreibungen, seine Ansprüche unmittelbar geltend zu machen, abgegeben hat, (A) die die vorstehend unter (a) und (b) bezeichneten Informationen enthält, (B) deren Empfang vom Clearing System bestätigt wurde, und (C) die vom Clearing System an die Depotbank zurück geschickt wurde; und
- (ii) indem er eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde beibringt, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre.

Für die Zwecke des Vorstehenden bezeichnet „**Depotbank**“ jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger der Schuldverschreibungen ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger der Schuldverschreibungen seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die in dem Land, in dem der Rechtsstreit geführt wird, prozessual zulässig ist.

**IM FALL VON
ENGLISCHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

- (1) *Anwendbares Recht.* Die Deed of Covenant, die Schuldverschreibungen[,] [und] [die Zinsscheine] [und die Rückzahlungsscheine] sowie jegliche nicht-vertragliche Verpflichtungen, die sich aus oder im Zusammenhang mit der Deed of Covenant [,] [oder] den Schuldverschreibungen[, den Zinsscheinen] [oder den Rückzahlungsscheinen] ergeben, unterliegen englischem Recht und sind nach diesem auszulegen.

- (2) *Gerichtsstand.*
- (i) Vorbehaltlich des nachstehenden § [15](2)(iii) verfügen die englischen Gerichte über die ausschließliche Zuständigkeit für die Beilegung jeglicher sich aus oder im Zusammenhang mit den Schuldverschreibungen [und] [,] [den Zinsscheinen] [und] [den Rückzahlungsscheinen] ergebenden Streitigkeiten, einschließlich jeglicher Streitigkeiten in Bezug auf deren Bestand, Gültigkeit, Auslegung und Erfüllung sowie in Bezug auf Pflichtverletzungen, Kündigungen oder die Folgen ihrer Nichtigkeit sowie jegliche Streitigkeiten in Bezug auf nicht-vertragliche Verpflichtungen, die sich aus oder im Zusammenhang damit ergeben (eine „**Streitigkeit**“)), und dementsprechend unterwerfen sich die Emittentin und die Schuldverschreibungsgläubiger [,] [oder] [Rückzahlungsscheingläubiger] [oder Zinsscheingläubiger] jeweils in Bezug auf eine Streitigkeit der ausschließlichen Zuständigkeit der englischen Gerichte.
- (ii) Für die Zwecke dieses § [15](2) verzichtet die Emittentin auf die Einrede der fehlenden Zuständigkeit der englischen Gerichte für die Beilegung von Streitigkeiten mit der Begründung, der Gerichtsstand sei nicht angemessen bzw. nicht geeignet.
- (iii) Soweit gesetzlich zulässig können die Schuldverschreibungsgläubiger [,] [und] [die Rückzahlungsscheingläubiger] [und die Zinsscheingläubiger] in Bezug auf eine oder mehrere Streitigkeiten (i) Verfahren vor einem anderen zuständigen Gericht einleiten und (ii) gleichzeitig Verfahren in beliebig vielen anderen Rechtsordnungen einleiten.
- (3) *Sonstige Dokumente.* In der Deed of Covenant hat die Emittentin in einer im Wesentlichen dem Vorstehenden entsprechenden Weise die Zuständigkeit der englischen Gerichte anerkannt.

§ [16] SPRACHE

**FALLS DIE
BEDINGUNGEN IN
DEUTSCHER
SPRACHE MIT
EINER
ÜBERSETZUNG IN
DIE ENGLISCHE
SPRACHE
ABGEFASST SIND,
GILT FOLGENDES:**

Diese Bedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigelegt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.⁸⁷

⁸⁷ Anwendbar im Fall von Deutschen Schuldverschreibungen, sofern nicht in den anwendbaren Endgültigen Bedingungen oder im Konditionenblatt etwas anderes festgelegt ist. .

**FALLS DIE
BEDINGUNGEN IN
ENGLISCHER
SPRACHE MIT
EINER
ÜBERSETZUNG IN
DIE DEUTSCHE
SPRACHE
ABGEFASST SIND,
GILT FOLGENDES:**

Diese Bedingungen sind in englischer Sprache abgefasst. Eine Übersetzung in die deutsche Sprache ist beigefügt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.⁸⁸

**FALLS DIE
BEDINGUNGEN
AUSSCHLIESS-
LICH IN
ENGLISCHER
SPRACHE
ABGEFASST SIND,
GILT FOLGENDES:**

Diese Bedingungen sind ausschließlich in englischer Sprache abgefasst.

⁸⁸ Anwendbar im Fall von Englischen Schuldverschreibungen, sofern nicht in den anwendbaren Endgültigen Bedingungen oder im Konditionenblatt etwas anderes festgelegt ist.

Emissionsbedingungen für Variabel Verzinsliche Anleihen (Option II)

Diese Serie von Anleihen (die „**Schuldverschreibungen**“) wird gemäß einem Zahlstellenvertrag vom 26. Juni 2014 (einschließlich einer etwaigen geänderten, ergänzten und/oder neugefassten Fassung dieses Vertrags, das „**Agency Agreement**“) begeben, welcher die Emissionsbedingungen (die „**Bedingungen**“) der Schuldverschreibungen enthält und unter anderem zwischen Deutsche Bank Aktiengesellschaft („**Deutsche Bank**“ oder die „**Emittentin**“) und [Deutsche Bank Aktiengesellschaft] [Deutsche Bank Aktiengesellschaft, handelnd durch ihre Filiale London] als Fiscal Agent (der „**Fiscal Agent**“, wobei dieser Begriff jeden Nachfolger des Fiscal Agent gemäß dem Agency Agreement einschließt) und den anderen darin genannten Parteien geschlossen wurde. Kopien des Agency Agreement können kostenlos bei den bezeichneten Geschäftsstellen des Fiscal Agent und jeder Zahlstelle sowie der Hauptgeschäftsstelle der Emittentin bezogen werden.

IM FALL VON ENGLISCHEN SCHULDVER- SCHREIBUNGEN GILT FOLGENDES:

Die Gläubiger der Schuldverschreibungen [und] [,][Inhaber von Zinsscheinen] [und] [Inhaber von Rückzahlungsscheinen] sind berechtigt, Rechte aus der von der Emittentin ausgefertigten Deed of Covenant (die „**Deed of Covenant**“) vom 26. Juni 2014 auszuüben. Das Original der Deed of Covenant wird von der gemeinsamen Verwahrstelle (*common depository*) der Clearing Systeme aufbewahrt.

FALLS DIE DEUTSCHE BANK AG, FILIALE NEW YORK, EINE GARANTIE IN BEZUG AUF DIE SCHULDVER- SCHREIBUNGEN ABGIBT, GILT FOLGENDES:

Die Zahlung aller in Bezug auf die Schuldverschreibungen zahlbaren Beträge wird von Deutsche Bank AG, Filiale New York, als Garantin (die „**Garantin**“) gemäß einer von der Garantin am oder vor dem Emissionstag unterzeichneten Garantieerklärung (deed of guarantee) (die „**Garantie**“), die englischem Recht unterliegt und dem im Agency Agreement enthaltenem Muster entspricht, garantiert. Das Original der Garantie wird vom Fiscal Agent für die Gläubiger der Schuldverschreibungen, Inhaber von Zinsscheinen und Inhaber von Rückzahlungsscheinen in seiner bezeichneten Geschäftsstelle aufbewahrt werden.

SOFERN DIE IN DIESER OPTION II AUFGEFÜHRTEN EMISSIONS- BEDINGUNGEN NICHT IN DEN ENDGÜLTIGEN BEDINGUNGEN WIEDERHOLT UND VERVOLL- STÄNDIGT WERDEN, GILT FOLGENDES:

Jede Tranche von Schuldverschreibungen, bei denen es sich nicht um Befreite Schuldverschreibungen (wie nachstehend definiert) handelt, unterliegt endgültigen Bedingungen (jeweils die „**Endgültigen Bedingungen**“), und jede Tranche von Befreiten Schuldverschreibungen unterliegt einem Konditionenblatt (jeweils ein „**Konditionenblatt**“), sofern nichts anderes bestimmt ist. Jede Bezugnahme in diesen Bedingungen auf die „**Endgültigen Bedingungen**“ ist gegebenenfalls auch als Bezugnahme auf das „**Konditionenblatt**“ zu verstehen. Die Bestimmungen der nachstehenden Bedingungen gelten für die Schuldverschreibungen in der jeweils durch die Bestimmungen von Teil I der anwendbaren Endgültigen Bedingungen vervollständigten Form oder, sofern die Schuldverschreibungen weder zum Handel an einem geregelten Markt innerhalb des Europäischen Wirtschaftsraums zugelassen sind noch im Europäischen Wirtschaftsraum in Fällen angeboten werden, in denen nach Maßgabe der Prospektrichtlinie die Veröffentlichung eines Prospekts vorgeschrieben ist (eine „**Befreite Schuldverschreibung**“), wie jeweils durch das anwendbare Konditionenblatt für die Zwecke der Schuldverschreibungen ergänzt, ersetzt oder geändert. Der Begriff „**Prospektrichtlinie**“ bezeichnet die

Richtlinie 2003/71/EG (sowie die Änderungen dieser Richtlinie, einschließlich der PR-Änderungsrichtlinie 2010), soweit diese in dem maßgeblichen Mitgliedstaat des Europäischen Wirtschaftsraums umgesetzt wurde, und umfasst alle maßgeblichen Umsetzungsmaßnahmen in dem maßgeblichen Mitgliedstaat, wobei „**PR-Änderungsrichtlinie 2010**“ die Richtlinie 2010/73/EU bezeichnet. Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen von Teil I dieser Bedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob diese Angaben in die betreffenden Bestimmungen eingefügt wären; alternative oder wählbare Bestimmungen dieser Bedingungen, deren Entsprechungen in den Endgültigen Bedingungen nicht ausdrücklich ausgefüllt oder die gestrichen sind, gelten als aus diesen Bedingungen gestrichen; sämtliche auf die Schuldverschreibungen nicht anwendbaren Bestimmungen dieser Bedingungen (einschließlich der Anweisungen, Anmerkungen und der Texte in eckigen Klammern) gelten als aus diesen Bedingungen gestrichen, so dass die Bestimmungen der Endgültigen Bedingungen Geltung erhalten.

**IM FALL VON
TEILEINGE-
ZAHLTEN
SCHULDVER-
SCHREIBUNGEN.⁸⁹**

Diese Schuldverschreibungen sind teileingezahlte Schuldverschreibungen. Diese Schuldverschreibungen sollten nicht in den Vereinigten Staaten und nicht an oder zugunsten von US-Personen angeboten, verkauft, übertragen, verpfändet oder geliefert werden.

§ 1

WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN

- (1) *Währung und Stückelung.* Diese Serie von Schuldverschreibungen der Emittentin [, handelnd durch [ihre Filiale in [London („**Deutsche Bank AG, Filiale London**“)] [Mailand („**Deutsche Bank AG, Filiale Mailand**“)] [Sydney („**Deutsche Bank AG, Filiale Sydney**“)] [ihre Zweigniederlassung in Portugal („**Deutsche Bank Aktiengesellschaft, Sucursal em Portugal**“)] [ihre Zweigniederlassung in Spanien („**Deutsche Bank Aktiengesellschaft, Sucursal en España**“)] [ihre Zweigniederlassung in Hong Kong („**Deutsche Bank AG, Filiale Hong Kong**“)] [ihre Zweigniederlassung in Singapur („**Deutsche Bank AG, Filiale Singapur**“)] [anderer relevanter Ort außerhalb Deutschlands außer New York]] wird in [sofern die Festgelegte Währung und die Währung der Festgelegten Stückelung identisch sind: [Festgelegte Währung] (die „Festgelegte Währung“)] [sofern sich die Festgelegte Währung und die Währung der Festgelegten Stückelung unterscheiden: [Währung der Festgelegten Stückelung]] im Gesamtnennbetrag von [bis zu] [Gesamtnennbetrag] (in Worten: [Gesamtnennbetrag in Worten]) [in einer Stückelung] [in Stückelungen] von [Festgelegte Stückelung[en]] (die „Festgelegte[n] Stückelung[en]“) [sofern sich die Festgelegte Währung und die Währung der Festgelegten Stückelung unterscheiden, gilt Folgendes: mit [Festgelegte Währung] als festgelegte Währung (die „Festgelegte Währung“) begeben.] [Im Fall von Englischen Schuldverschreibungen gilt Folgendes: Der „Berechnungsbetrag“ in Bezug auf jede Schuldverschreibung beträgt [Berechnungsbetrag].]

⁸⁹ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE BEI IHRER
BEBEUGUNG
DURCH EINE
DAUERGLOBAL-
URKUNDE
VERBRIEFT SIND,
GILT FOLGENDES:**

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber und sind bei Begebung durch eine oder mehrere Globalurkunden verbrieft (jeweils eine „Globalurkunde“).

(3) *Dauerglobalurkunde.* Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die „**Dauerglobalurkunde**“) ohne Zinsscheine oder Rückzahlungsscheine verbrieft. Die Dauerglobalurkunde trägt die Unterschriften zweier Zeichnungsberechtigter der Emittentin[,] [und] ist mit einer Kontrollunterschrift versehen **[im Fall von Globalurkunden im NGN-Format gilt Folgendes:** und wird durch den gemeinsamen Verwahrer (*common safekeeper*) (der „**Gemeinsame Verwahrer**“) aufgrund einer Vollmacht der Emittentin für diese handschriftlich unterzeichnet.

[Falls die Dauerglobalurkunde nicht gegen Einzelurkunden ausgetauscht werden kann, gilt Folgendes: Einzelurkunden und Zinsscheine werden nicht ausgegeben.]

[Falls die Dauerglobalurkunde ganz oder teilweise gegen Einzelurkunden austauschbar ist, gilt Folgendes: Die Dauerglobalurkunde wird (kostenfrei) ganz oder teilweise **[falls Austausch auf Verlangen möglich, gilt Folgendes:** auf schriftliches Verlangen seitens eines Clearing Systems (das auf Anweisung eines Inhabers eines Miteigentumsanteils an der Dauerglobalurkunde handelt), welches unter Einhaltung einer Frist von mindestens 60 Tagen wie darin beschrieben an den Fiscal Agent zu richten ist,] **[falls die Bestimmungen für Austauschereignisse Anwendung finden, gilt Folgendes:** bei Eintritt eines Austauschereignisses] gegen einzelne Schuldverschreibungen [in der bzw. den Festgelegten Stückelung(en)] in effektiver Form (die „**Einzelurkunden**“) [mit beigefügten [Zinsscheinen (die „**Zinsscheine**“) [,] [und] [Rückzahlungsscheinen (die „**Rückzahlungsscheine**“) [und] [Talons (die „**Talons**“))] ausgetauscht werden. Einzelurkunden [[und] [,] Zinsscheine] [[und] Rückzahlungsscheine] tragen die vervielfältigten Unterschriften zweier Zeichnungsberechtigter der Emittentin und sind mit einer Kontrollunterschrift versehen.]

[Falls die Regelungen bezüglich des Austauschereignisses anwendbar sind, gilt Folgendes: In diesem Zusammenhang gilt ein „**Austauschereignis**“ als eingetreten, wenn (i) ein Kündigungsgrund (wie in § [9] definiert) eingetreten ist und andauert, (ii) der Emittentin mitgeteilt wurde, dass das Clearing System bzw. die Clearing Systeme seine/ihre Geschäftstätigkeit für einen ununterbrochenen Zeitraum von vierzehn Tagen eingestellt hat/haben (außer aufgrund von gesetzlichen oder sonstigen Feiertagen) oder angekündigt hat/haben, seine/ihre Geschäftstätigkeit dauerhaft einzustellen, bzw. diese bereits dauerhaft eingestellt hat/haben und kein Nachfolge-Clearing System zur Verfügung steht oder (iii) die Emittentin nachteiligen steuerlichen Folgen ausgesetzt ist oder sein wird, die nicht eingetreten wären bzw. eintreten würden, wenn die durch eine Dauerglobalurkunde verbrieften Schuldverschreibungen durch Einzelurkunden verbrieft wären. Die Emittentin unterrichtet die Gläubiger der Schuldverschreibungen unverzüglich durch Mitteilung gemäß § [12] über den Eintritt eines Austauschereignisses. Im Fall des Eintritts eines Austauschereignisses kann das betreffende Clearing System (auf Anweisung eines Inhabers

eines Miteigentumsanteils an dieser Dauerglobalurkunde) dem Fiscal Agent ein Austauschverlangen übermitteln; im Fall des Eintritts eines Austauschereignisses gemäß vorstehendem Unterabsatz (iii) kann ein solches Austauschverlangen dem Fiscal Agent auch von der Emittentin übermittleit werden. Ein solcher Austausch darf nicht später als fünfundvierzig Tage nach dem Tag erfolgen, an dem der Fiscal Agent das erste Austauschverlangen erhalten hat.]

[Falls die Dauerglobalurkunde eine Schweizer Globalurkunde ist, gilt Folgendes: Die Dauerglobalurkunde wird (kostenfrei) ganz oder teilweise gegen einzelne Schuldverschreibungen [in der bzw. den Festgelegten Stückelung(en)] in effektiver Form (die „**Einzelurkunden**“) [mit beigefügten [Zinsscheinen (die „**Zinsscheine**“) [,] [und] [Rückzahlungsscheinen (die „**Rückzahlungsscheine**“) [und] [Talons (die „**Talons**“))] ausgetauscht, wenn die Schweizer Zahlstelle, nach Konsultation mit der Emittentin, den Umtausch in Einzelurkunden für notwendig oder zweckmäßig hält, oder wenn die Vorlage von Einzelurkunden nach schweizer Recht oder dem Recht eines anderen Staates im Zusammenhang mit der Durchsetzung von Rechten der Gläubiger der Schuldverschreibungen erforderlich ist. Inhaber von Schweizer Globalurkunden haben keinen Anspruch auf Lieferung von Einzelurkunden.]

FALLS (I) DIE SCHULDVER-SCHREIBUNGEN ANFÄNGLICH DURCH EINE VORLÄUFIGE GLOBALURKUNDE VERBRIEFT SIND, DIE GEGEN EINE DAUERGLOBALURKUNDE AUSGETAUSCHT WIRD (II) DIE SCHULDVERSCHR EIBUNGEN DEUTSCHE SCHULDVER-SCHREIBUNGEN SIND UND (III) TEFRA D ANWENDBAR IST, GILT FOLGENDES:

- (3) Vorläufige Globalurkunde – Austausch.
- (a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die „**Vorläufige Globalurkunde**“) ohne Zinsscheine oder Rückzahlungsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen eine Dauerglobalurkunde (die „**Dauerglobalurkunde**“) ohne Zinsscheine oder Rückzahlungsscheine ausgetauscht werden. Die Vorläufige Globalurkunde und die Dauerglobalurkunde tragen die Unterschriften zweier Zeichnungsberechtigter der Emittentin[,] [und] sind mit einer Kontrollunterschrift versehen [im Fall von **Globalurkunden im NGN-Format gilt Folgendes:** und werden durch den gemeinsamen Verwahrer (der „**Gemeinsame Verwahrer**“) aufgrund einer Vollmacht der Emittentin für diese handschriftlich unterzeichnet]. Einzelurkunden und Zinsscheine werden nicht ausgegeben.
- (b) Die Vorläufige Globalurkunde wird an einem Tag (der „**Austauschtag**“), der nicht mehr als 180 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt, gegen die Dauerglobalurkunde ausgetauscht. Der Austausch tag für einen solchen Austausch darf nicht weniger als vierzig Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegen. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen erfolgen, wonach der bzw. die wirtschaftliche(n) Eigentümer (*beneficial owner*) der durch die Vorläufige Globalurkunde verbrieften Schuldverschreibungen keine US-Person ist bzw. keine US-Personen sind (ausgenommen bestimmte Finanzinstitute oder

bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine Vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der Vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt, diese Vorläufige Globalurkunde gemäß diesem Unterabsatz (b) dieses Absatzes (3) auszutauschen. Wertpapiere, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in § 4 (3) definiert) zu liefern.

FALLS (I) DIE SCHULDVER-SCHREIBUNGEN ANFÄNGLICH DURCH EINE VORLÄUFIGE GLOBAL-URKUNDE VERBRIEFT SIND, DIE GEGEN EINE DAUERGLOBAL-URKUNDE AUSGETAUSCHT WIRD, DIE AUF VERLANGEN ODER BEI EINTRITT EINES AUSTAUSCH-EREIGNISSES GEGEN EINZEL-URKUNDEN AUSGETAUSCHT WERDEN KANN, (II) DIE SCHULDVERSCHR EIBUNGEN ENGLISCHE SCHULDVER-SCHREIBUNGEN SIND UND (III) TEFRA D ANWENDUNG FINDET, GILT FOLGENDES:

- (3) Vorläufige Globalurkunde – Austausch.
- (a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die „**Vorläufige Globalurkunde**“) ohne Zinsscheine oder Rückzahlungsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen eine Dauerglobalurkunde (die „**Dauerglobalurkunde**“) ohne Zinsscheine oder Rückzahlungsscheine ausgetauscht werden. Die Vorläufige Globalurkunde wird an oder vor dem ursprünglichen Ausgabetag der Schuldverschreibungen an **[im Fall von Globalurkunden im NGN-Format gilt Folgendes:** einen gemeinsamen Verwahrer (der „**Gemeinsame Verwahrer**“)] **[im Fall von Globalurkunden im CGN-Format gilt Folgendes:** eine gemeinsame Verwahrstelle (die „**Gemeinsame Verwahrstelle**“)] für die Clearing Systeme geliefert. Solange Schuldverschreibungen durch eine Vorläufige Globalurkunde verbrieft sind, erfolgen Zahlungen von Kapital- und etwaigen Zinsbeträgen sowie allen sonstigen gegebenenfalls in Bezug auf die Schuldverschreibungen zahlbaren Beträgen, die vor dem Austauschtag (wie nachstehend definiert) fällig werden, gegen Vorlage der Vorläufigen Globalurkunde nur insoweit, als dem betreffenden Clearing System eine Bescheinigung (gemäß einem vorzugebenden Muster) vorgelegt wird, wonach es sich bei den wirtschaftlichen Eigentümern (*beneficial owner*) der Anteile an den Schuldverschreibungen nicht um US-Personen oder um Personen, die diese Miteigentumsanteile zum Weiterverkauf an US-Personen erworben haben, handelt, und das betreffende Clearing System eine entsprechende Bescheinigung (basierend auf den bei ihm eingegangenen Bescheinigungen) gegenüber dem Fiscal Agent abgegeben hat.
- (b) Die Vorläufige Globalurkunde kann auf Verlangen wie darin beschrieben an oder nach dem 40. Tag nach der Ausgabe der Vorläufigen Globalurkunde (der „**Austauschtag**“) und unter Vorlage (soweit nicht bereits vorher erfolgt) einer Bescheinigung betreffend das wirtschaftliche Eigentum (*beneficial ownership*) (wie vorstehend beschrieben) kostenfrei gegen Anteile an der Dauerglobalurkunde ausgetauscht werden.
- (c) Der Inhaber einer Vorläufigen Globalurkunde ist nicht berechtigt, Zahlungen von Kapital-, Zins- oder sonstigen Beträgen zu

vereinnahmen, die an oder nach dem Austauschtag fällig werden, es sei denn, der Austausch der Vorläufigen Globalurkunde gegen einen Anteil an der Dauerglobalurkunde wird nach ordnungsgemäßer Vorlage einer Bescheinigung bezüglich des wirtschaftlichen Eigentums unberechtigt vorenthalten oder verweigert.

- (d) Die Dauerglobalurkunde wird (kostenfrei) ganz, jedoch nicht teilweise **[falls Austausch auf Verlangen möglich, gilt Folgendes:** auf schriftliches Verlangen seitens eines Clearing Systems (das auf Anweisung eines Inhabers eines Anteils an der Dauerglobalurkunde handelt), welches unter Einhaltung einer Frist von mindestens 60 Tagen wie darin beschrieben an den Fiscal Agent zu richten ist,] **[falls die Bestimmungen für Austauschereignisse Anwendung finden, gilt Folgendes:** nur bei Eintritt eines Austauschereignisses] gegen einzelne Schuldverschreibungen [in der bzw. den Festgelegten Stückelung(en)] in effektiver Form (die „**Einzelurkunden**“) [mit beigefügten Zinsscheinen (die „**Zinsscheine**“) [,] [und] [Rückzahlungsscheinen (die „**Rückzahlungsscheine**“) [und] [Talons (die „**Talons**“))] ausgetauscht werden. In diesem Zusammenhang gilt ein „**Austauschereignis**“ als eingetreten, wenn (i) ein Kündigungsgrund (wie in § [9] definiert) eingetreten ist und andauert, (ii) der Emittentin mitgeteilt wurde, dass die Clearing Systeme ihre Geschäftstätigkeit für einen ununterbrochenen Zeitraum von vierzehn Tagen eingestellt haben (außer aufgrund von gesetzlichen oder sonstigen Feiertagen) oder angekündigt haben, ihre Geschäftstätigkeit dauerhaft einzustellen, bzw. diese bereits dauerhaft eingestellt haben und kein Nachfolge-Clearing System zur Verfügung steht oder (iii) die Emittentin nachteiligen steuerlichen Folgen ausgesetzt ist oder sein wird, die nicht eingetreten wären bzw. eintreten würden, wenn die durch eine Dauerglobalurkunde verbrieften Schuldverschreibungen durch Einzelurkunden verbrieft wären. Die Emittentin unterrichtet die Gläubiger der Schuldverschreibungen unverzüglich durch Mitteilung gemäß § [12] über den Eintritt eines Austauschereignisses. Im Fall des Eintritts eines Austauschereignisses kann das betreffende Clearing System (auf Anweisung eines Inhabers eines Anteils an dieser Dauerglobalurkunde) dem Fiscal Agent ein Austauschverlangen übermitteln; im Fall des Eintritts eines Austauschereignisses gemäß vorstehendem Unterabsatz (iii) kann ein solches Austauschverlangen dem Fiscal Agent auch von der Emittentin übermittelt werden. Ein solcher Austausch darf nicht später als fünfundvierzig Tage nach dem Tag erfolgen, an dem der Fiscal Agent das erste Austauschverlangen erhalten hat.]

**FALLS DIE
SCHULDVER-
SCHREIBUNGEN
ANFÄNGLICH
DURCH EINE
VORLÄUFIGE
GLOBALURKUNDE
VERBRIEFT SIND,
DIE GANZ ODER**

- (3) *Vorläufige Globalurkunde – Austausch.* Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die „**Vorläufige Globalurkunde**“) ohne Zinsscheine [oder Rückzahlungsscheine] verbrieft. Die Vorläufige Globalurkunde wird gegen einzelne Schuldverschreibungen [in der bzw. den Festgelegten Stückelung(en)] in effektiver Form (die „**Einzelurkunden**“) [mit beigefügten Zinsscheinen (die „**Zinsscheine**“) [und Rückzahlungsscheinen (die „**Rückzahlungsscheine**“))] ausgetauscht werden. Die Vorläufige Globalurkunde trägt die Unterschriften zweier Zeichnungsberechtigter der Emittentin und ist mit

**TEILWEISE GEGEN
EINZELKUNDEN
AUSGETAUSCHT
WIRD UND TEFRA
D ANWENDUNG
FINDET, GILT
FOLGENDES:**

einer Kontrollunterschrift versehen. Einzelkunden [[und] [,] Zinsscheine] [und] [Rückzahlungsscheine] tragen die vervielfältigten Unterschriften zweier Zeichnungsberechtigter der Emittentin und sind mit einer Kontrollunterschrift versehen.

- (4) *Clearing System.* [Die [Vorläufige Globalurkunde] [und die] [Dauerglobalurkunde] [wird] [werden] [von einer gemeinsamen Verwahrstelle] von oder für ein Clearing System verwahrt bis [, im Fall der Dauerglobalurkunde,] sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind. „**Clearing System**“ bezeichnet **[bei mehr als einem Clearing System gilt Folgendes:** jeweils]: [Clearstream Banking AG, Neue Börsenstraße 8, 60487 Frankfurt am Main, Deutschland („**CBF**“)⁹⁰] [,] [und] [Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxemburg, Luxemburg („**CBL**“)] [,] [und] [Euroclear Bank S.A./N.V., Boulevard du Roi Albert II, 1210 Brüssel, Belgien („**Euroclear**“)] [,] [und] [SIX SIS AG, Baslerstrasse 100, 4600 Olten, Schweiz („**SIS**“)] [und] **[anderes Clearing System angeben]** sowie jeden Nachfolger in dieser Eigenschaft.]

[Im Fall von Englischen Schuldverschreibungen gilt Folgendes: Solange eine der Schuldverschreibungen durch eine Globalurkunde verbrieft ist, die von einem Clearing System oder einem (gemeinsamen) Verwahrer oder einer (gemeinsamen) Verwahrstelle für das bzw. die Clearing System(e) verwahrt wird, wird jede Person (mit Ausnahme des Clearing Systems bzw. der Clearing Systeme), die in den Unterlagen des Clearing Systems bzw. der Clearing Systeme jeweils als Gläubiger eines bestimmten Nennbetrags dieser Schuldverschreibungen aufgeführt ist (wobei in diesem Zusammenhang sämtliche von dem bzw. den Clearing System(en) hinsichtlich des einer Person zustehenden Nennbetrags dieser Schuldverschreibungen ausgestellten Bescheinigungen oder sonstigen Dokumenten in jeder Hinsicht endgültig und bindend sind, sofern nicht ein offensichtlicher Irrtum vorliegt) von der Emittentin, dem Fiscal Agent, der bzw. den Zahlstelle(n) und der Berechnungsstelle in jeder Hinsicht als Gläubiger des betreffenden Nennbetrags dieser Schuldverschreibungen behandelt. Dies gilt jedoch nicht in Bezug auf Kapital- und Zinszahlungen auf den Nennbetrag dieser Schuldverschreibungen; in dieser Hinsicht wird der Inhaber der betreffenden Globalurkunde von der Emittentin, dem Fiscal Agent, der bzw. den Zahlstelle(n) und der Berechnungsstelle als Gläubiger des Nennbetrags dieser Schuldverschreibungen nach Maßgabe und vorbehaltlich der Bestimmungen der betreffenden Globalurkunde behandelt (wobei „**Schuldverschreibungsgläubiger**“ und „**Gläubiger der Schuldverschreibungen**“ und ähnliche Bezeichnungen entsprechend auszulegen sind.

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE FÜR DIE ICSDS
VERWAHRT**

[Im Fall von Globalurkunden im NGN-Format gilt Folgendes: Die Schuldverschreibungen werden in Form einer neuen Globalurkunde („**NGN**“) begeben und werden von einem Gemeinsamen Verwahrer für Euroclear und CBL (jeweils ein „**ICSD**“ und zusammen die „**ICSDs**“) verwahrt.

⁹⁰ Im Fall von Schuldverschreibungen, die an der Frankfurter Börse zum Börsenhandel zugelassen werden, erfolgt das Clearing üblicherweise über CBF.

**WERDEN, GILT
FOLGENDES:**

[Im Fall von Globalurkunden im CGN-Format gilt Folgendes: Die Schuldverschreibungen werden in Form einer klassischen Globalurkunde („CGN“) begeben und werden von einer gemeinsamen Verwahrstelle für Euroclear und CBL (jeweils ein „ICSD“ und zusammen die „ICSDs“) verwahrt.]

- (5) *Gläubiger der Schuldverschreibungen.* **„Gläubiger der Schuldverschreibungen“ [im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** bezeichnet in Bezug auf die bei einem Clearing System oder einer sonstigen zentralen Wertpapierverwahrstelle hinterlegten Schuldverschreibungen jeden Inhaber eines Miteigentumsanteils oder eines anderen vergleichbaren Rechts an den hinterlegten Schuldverschreibungen] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** bezeichnet in Bezug auf alle Schuldverschreibungen die Inhaber der Schuldverschreibungen und ist in Bezug auf Schuldverschreibungen, die durch eine Globalurkunde verbrieft sind, gemäß vorstehendem Absatz (4) zu verstehen].

**IM FALL VON
GLOBALURKUNDE
N IM NGN-FORMAT
GILT FOLGENDES:**

- (6) *Unterlagen der ICSDs.* Als Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen gilt der jeweils in den Unterlagen der beiden ICSDs verzeichnete Gesamtbetrag bis sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind. Die Unterlagen der ICSDs (wobei dieser Ausdruck die Unterlagen bezeichnet, die jeder der ICSDs für seine Kunden führt und in welchen der Betrag des auf jeden Kunden entfallenden Miteigentumsanteils an den Schuldverschreibungen erfasst ist) gelten als schlüssiger Beweis in Bezug auf den Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen; zu diesem Zweck gilt eine von einem ICSD erstellte Bescheinigung über den Nennbetrag der verbrieften Schuldverschreibungen (die dem Gläubiger auf Verlangen zur Verfügung zu stellen ist) als ausreichender Beweis in Bezug auf die Unterlagen des betreffenden ICSD zu dem jeweiligen Zeitpunkt.

Bei der Rückzahlung oder Zahlung von Raten oder Zinsen auf die Schuldverschreibungen und beim Rückkauf und bei der Entwertung von Schuldverschreibungen, die durch diese Globalurkunde verbrieft sind, hat die Emittentin sicherzustellen, dass nähere Angaben zu der Rückzahlung oder Zahlung bzw. dem Rückkauf und der Entwertung in Bezug auf die Globalurkunde unter Angabe des betroffenen Anteils in den Unterlagen der ICSDs vermerkt wird; mit der Vornahme jedes solchen Vermerks verringert sich der Nennbetrag der in den Unterlagen der ICSDs eingetragenen und durch die Globalurkunde verbrieften Schuldverschreibungen um den Gesamtnennbetrag der zurückgezahlten oder zurückgekauften und entwerteten Schuldverschreibungen oder um den Gesamtbetrag der gezahlten Raten.

- [(7) *Bezugnahmen auf Schuldverschreibungen.* Bezugnahmen in diesen Bedingungen auf die „Schuldverschreibungen“ schließen Bezugnahmen auf jede die Schuldverschreibungen verbrieftende Globalurkunde [und jede Einzelurkunde] **[falls die Schuldverschreibungen mit Zinsscheinen begeben werden, gilt Folgendes:** sowie die zugehörigen Zinsscheine] **[falls die Schuldverschreibungen mit Rückzahlungsscheinen begeben werden, gilt Folgendes:** [und Rückzahlungsscheine] ein, es sei denn, aus dem Zusammenhang ergibt sich etwas anderes.]

- [[8) *Bezugnahmen auf Zinsscheine.* Bezugnahmen in diesen Bedingungen auf

„Zinsscheine“ schließen Bezugnahmen auf Talons ein, es sei denn, aus dem Zusammenhang ergibt sich etwas anderes.]]

§ 2

STATUS [FALLS DEUTSCHE BANK AG, FILIALE NEW YORK, EINE GARANTIE IN BEZUG AUF DIE SCHULDVERSCHREIBUNGEN ABGIBT, GILT FOLGENDES: UND GARANTIE]

IM FALL VON
NICHT
NACHRANGIGEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:

[(1) *Status.*] Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind mit Ausnahme von Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig sind.]

IM FALL VON
NICHT
NACHRANGIGEN
SCHULDVER-
SCHREIBUNGEN,
DIE DURCH
DEUTSCHE BANK
AG, FILIALE NEW
YORK,
GARANTIERT
WERDEN, GILT
FOLGENDES:

(2) *Garantie.* Deutsche Bank AG, Filiale New York, hat als Garantin eine unbedingte und unwiderrufliche Garantie (die „**Garantie**“) für die ordnungsgemäße und fristgerechte Zahlung aller in Bezug auf die Schuldverschreibungen zahlbaren Beträge abgegeben. Das Muster der Garantie ist im Agency Agreement enthalten und eine Kopie der Garantie kann kostenlos bei den bezeichneten Geschäftsstellen des Fiscal Agent und jeder Zahlstelle bezogen werden.

IM FALL VON
NACHRANGIGEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:

Zweck der Schuldverschreibungen ist es, der Emittentin als Ergänzungskapital zu dienen.

Die Schuldverschreibungen begründen nicht besicherte, nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit nicht gesetzliche Vorschriften oder die Bedingungen anderer Verbindlichkeiten eine andere Regelung vorsehen. Im Fall der Auflösung, der Liquidation oder der Insolvenz der Emittentin oder eines Vergleichs oder eines anderen der Abwendung der Insolvenz dienenden Verfahrens gegen die Emittentin gehen die Verbindlichkeiten aus den Schuldverschreibungen den Ansprüchen dritter Gläubiger der Emittentin aus nicht nachrangigen Verbindlichkeiten im Range vollständig nach, so dass Zahlungen auf die Schuldverschreibungen solange nicht erfolgen, wie die Ansprüche dieser dritten Gläubiger der Emittentin aus nicht nachrangigen Verbindlichkeiten nicht vollständig befriedigt sind. Kein Gläubiger ist berechtigt, mit Ansprüchen aus den Schuldverschreibungen gegen Ansprüche der Emittentin aufzurechnen. Den Gläubigern wird für ihre Rechte aus den Schuldverschreibungen weder durch die Emittentin noch durch Dritte irgendeine Sicherheit oder Garantie gestellt; eine solche Sicherheit oder Garantie wird auch zu keinem späteren Zeitpunkt gestellt werden.

Nachträglich können der Nachrang gemäß diesem § 2 nicht beschränkt sowie die Laufzeit der Schuldverschreibungen und jede anwendbare Kündigungsfrist nicht verkürzt werden. Eine Rückzahlung oder ein Rückkauf der Schuldverschreibungen vor Endfälligkeit ist nur mit vorheriger Zustimmung der für die Emittentin zuständigen Aufsichtsbehörde zulässig. Werden die Schuldverschreibungen unter anderen als den in diesem § 2 beschriebenen Umständen oder infolge einer

vorzeitigen Kündigung nach Maßgabe von § 5(2), § 5[(4)] [oder § [7](2)] zurückgezahlt oder von der Emittentin zurückerworben, so ist der zurückgezahlte oder gezahlte Betrag der Emittentin ohne Rücksicht auf entgegenstehende Vereinbarungen zurück zu gewähren, sofern nicht die für die Emittentin zuständige Aufsichtsbehörde der vorzeitigen Rückzahlung oder dem Rückkauf zugestimmt hat.

§ 3 ZINSEN

[Falls die Schuldverschreibungen zu einem geringeren Wert als dem Nennwert zurückgezahlt werden können und durch die Deutsche Bank, Zweigstelle London emittiert wurden, gilt Folgendes:

Die gemäß ihrer hierin enthaltenen Beschreibung als Zinsen zahlbaren Beträge sind als Entgelt zu verstehen, und zwar nicht nur für die Nutzung des für die Schuldverschreibungen gezahlten Zeichnungsbetrags, sondern auch als Ausgleich dafür, dass der Wert, zu dem die Schuldverschreibungen zurückgezahlt werden können, möglicherweise unter dem Zeichnungsbetrag liegt.]

- (1) **Zinsen.** Jede Schuldverschreibung wird bezogen auf **[im Fall von Teileingezahlten Schuldverschreibungen gilt Folgendes⁹¹:** den eingezahlten Betrag] ab dem **[Verzinsungsbeginn]** (einschließlich) (der „**Verzinsungsbeginn**“) wie nachstehend beschrieben verzinst **[im Fall von TARN-Schuldverschreibungen, die eine Zinsobergrenze vorsehen, gilt Folgendes:**, wobei der insgesamt je Schuldverschreibung zahlbare Zinsbetrag (der „**Gesamtzinsbetrag**“) den Zielzins (wie in § 5(4) definiert) nicht übersteigt; nähere Einzelheiten hierzu sind in Absatz (3) geregelt]. Die Verzinsung erfolgt in Bezug auf jede Zinsperiode.
- (2) **Zinszahltag(e).** Zinszahlungen erfolgen nachträglich am **[[Zinszahltag(e)]** eines jeden Jahres bis zum Fälligkeitstag (wie in § 5(1) definiert) **[[●]** Geschäftstag, der jedem Zinsperiodenendtag nachfolgt] (jeweils ein „**Zinszahltag**“) (einschließlich). **[Wenn ein Zinszahltag auf einen Tag nach dem Finalen Zinsperiodenendtag einer Zinsperiode fällt, gilt Folgendes:** Sollten die Zinsen für eine Zinsperiode erst nach dem Finalen Zinsperiodenendtag dieser Zinsperiode zahlbar werden, führt dies nicht dazu, dass zusätzliche Zinsen oder sonstige Beträge für diese Periode zu zahlen sind.]
- (3) **Zinsbetrag.** Der für eine Zinsperiode in Bezug auf **[falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes: [im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** jede Festgelegte Stückelung] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** den Berechnungsbetrag]] **[falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** den gesamten ausstehenden Nennbetrag] zu zahlende Zinsbetrag (jeweils ein „**Zinsbetrag**“) wird von [der Berechnungsstelle] [dem Fiscal Agent] als das Produkt aus (a) **[falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** [im Fall von Deutschen Schuldverschreibungen gilt Folgendes: der Festgelegten Stückelung]

⁹¹ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

[Im Fall von Englischen Schuldverschreibungen gilt Folgendes: dem Berechnungsbetrag] **[falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** dem gesamten ausstehenden Nennbetrag der Schuldverschreibungen, der durch die Globalurkunde verbrieft ist], (b) dem Zinssatz und (c) dem Zinstagequotienten, wie jeweils für die betreffende Zinsperiode anwendbar, unter Rundung des Ergebnisses auf die nächste [Untereinheit] **[im Fall von japanischen Yen gilt Folgendes:** Einheit] der Festgelegten Währung berechnet, wobei 0,5 einer [Untereinheit] [Einheit] aufgerundet wird. **[Im Fall von TARN-Schuldverschreibungen, die eine Zinsobergrenze vorsehen, gilt Folgendes:** Sollte der für eine Schuldverschreibung und eine Zinsperiode ermittelte Zinsbetrag ohne Berücksichtigung von Absatz (1) dazu führen, dass der Gesamtzinsbetrag den Zielzins überschreitet, wird der Zinsbetrag für die betreffende Zinsperiode auf einen Betrag verringert, der dem Zielzins abzüglich des Gesamtzinsbetrags für die unmittelbar vorangegangene Zinsperiode entspricht.] **[Im Fall von TARN-Schuldverschreibungen, die keine Zinsobergrenze vorsehen, gilt Folgendes:** Es erfolgt keine Reduzierung des Zinsbetrags bei Erreichen oder Überschreiten des Zielzinses.] **[Im Fall von Englischen Schuldverschreibungen, die durch Einzelurkunden verbrieft sind, gilt Folgendes:** Wenn die Festgelegte Stückelung einem Vielfachen des Berechnungsbetrags entspricht, entspricht der in Bezug auf diese Schuldverschreibung zahlbare Zinsbetrag dem Produkt des Betrags für den Berechnungsbetrag und dem Betrag, mit dem der Berechnungsbetrag multipliziert werden muss, um die Festgelegte Stückelung zu erreichen, ohne weitere Rundung.]

- (4) *Zinssatz.* [Vorbehaltlich des nachstehenden [Absatzes (5)] [entspricht] der Zinssatz (der „Zinssatz“) für jede Zinsperiode][Der Zinssatz (der „Zinssatz“) für jede Zinsperiode entspricht]

**BEI EINFACHEN
VARIABLEN
VERZINSLICHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

dem Referenzsatz.

[Falls der Referenzsatz auf Euribor oder Libor bezogen ist, es eine kurze oder lange erste Zinsperiode gibt und Interpolation anwendbar ist, gilt Folgendes:

Der bei der Berechnung des anwendbaren Referenzsatzes für die Zinsperiode vom Verzinsungsbeginn (einschließlich) bis zum ersten [Zinszahlungstag] [Zinsperiodenendtag] (ausschließlich) (d. h. die erste Zinsperiode) verwendete Variable Zinssatz wird von der Berechnungsstelle durch lineare Interpolation zwischen dem Satz, der gemäß der Definition des Begriffs „Variabler Zinssatz“ bestimmt würde, wenn die Laufzeit bis zur Festgelegten Endfälligkeit der Ersten Interpolationsperiode entspräche, und dem Satz, der gemäß der Definition des Begriffs „Variabler Zinssatz“ bestimmt würde, wenn die Laufzeit bis zur Festgelegten Endfälligkeit der Zweiten Interpolationsperiode entspräche, bestimmt. Für die Zwecke der Interpolation gelten in Bezug auf den jeweiligen Variablen Zinssatz die in Absatz [(10)] gemachten Angaben, mit Ausnahme der Angaben über die Festgelegte Endfälligkeit, für die die in diesem Abschnitt gemachten Angaben maßgeblich sind.]

[Falls der Referenzsatz auf Euribor oder Libor bezogen ist, es eine kurze oder lange letzte Zinsperiode gibt und Interpolation anwendbar ist, gilt Folgendes:

Der bei der Berechnung des anwendbaren Referenzzinssatzes für die Zinsperiode vom letzten dem Fälligkeitstag vorausgehenden [Zinszahlungstag] [Zinsperiodenendtag] (einschließlich) bis zum Fälligkeitstag (wie in § 5 Absatz (1) definiert) (ausschließlich) (d. h. die letzte Zinsperiode) wird von der Berechnungsstelle durch lineare Interpolation zwischen dem Satz, der gemäß der Definition des Begriffs „Variabler Zinssatz“ bestimmt würde, wenn die Laufzeit bis zur Festgelegten Endfälligkeit der Ersten Interpolationsperiode entspräche und dem Satz, der gemäß der Definition des Begriffs „Variabler Zinssatz“ bestimmt würde, wenn die Laufzeit bis zur Festgelegten Endfälligkeit der Zweiten Interpolationsperiode entspräche, bestimmt. Für die Zwecke der Interpolation gelten in Bezug auf den jeweiligen Variablen Zinssatz die in Absatz [(10)] gemachten Angaben, mit Ausnahme der Angaben über die Festgelegte Endfälligkeit, für die die in diesem Abschnitt gemachten Angaben maßgeblich sind.]

**IM FALL VON
RANGE-ACCRUAL-
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

[Im Fall von Schuldverschreibungen mit anfängliche(r)(n) Festzinsperiode(n) gilt Folgendes:

- (a) im Fall der ersten [und][.] [zweiten] [und][.] [dritten] [und] [vierten] Zinsperiode **[Festzinssatz]** Prozent per annum; und
- (b) **[i]** Im Fall jeder **[im Fall von Schuldverschreibungen mit einer anfänglichen Festzinsperiode gilt Folgendes:** folgenden] Zinsperiode dem Produkt aus (i) **[Festzinssatz]** Prozent und (ii) dem Quotienten der Zinskorridortage (als Zähler) und der Feststellungstage (als Nenner) der jeweiligen Zinsansammlungsperiode in Bezug auf die betreffende Zinsperiode, gerundet **[auf zwei Nachkommastellen (wobei aufgerundet wird, wenn die dritte Nachkommastelle eine sechs oder höher ist, und ansonsten abgerundet wird)].**

**WENN EIN
MINDEST-
UND/ODER EIN
HÖCHSTZINSSATZ
ANWENDBAR IST,
GILT FOLGENDES:**

[(5)] **[[Mindest][- und] [Höchst]zinssatz]**

[Wenn ein Mindestzinssatz anwendbar ist, gilt Folgendes: Wenn der gemäß den vorstehenden Bestimmungen für eine Zinsperiode ermittelte Zinssatz niedriger ist als der Mindestzinssatz, entspricht der Zinssatz für diese Zinsperiode dem Mindestzinssatz. Der Mindestzinssatz entspricht **[●].**

[Wenn ein Höchstzinssatz anwendbar ist, gilt Folgendes: Wenn der gemäß den vorstehenden Bestimmungen für eine Zinsperiode ermittelte Zinssatz höher ist als der Höchstzinssatz, entspricht der Zinssatz für diese Zinsperiode dem Höchstzinssatz. Der Höchstzinssatz entspricht **[●].**

[(6)] *Berechnungen und Feststellungen.* Soweit in diesem § 3 nicht etwas anderes bestimmt ist, werden sämtliche Berechnungen und Feststellungen, die nach diesem § 3 vorzunehmen sind, durch die Berechnungsstelle vorgenommen. Die Berechnungsstelle legt den Zinssatz an den für die Festlegung des Zinssatzes jeweils vorgesehenen Terminen oder so bald wie möglich danach fest.

[(7)] *Mitteilungen von Zinssatz und Zinsbetrag.* Die Berechnungsstelle wird veranlassen, dass der Zinssatz und jeder Zinsbetrag für eine jede Zinsperiode der Emittentin **[im Fall von Schuldverschreibungen, die**

zum Handel am geregelten Markt der Luxemburger Börse zugelassen oder im Amtlichen Handel der Luxemburger Börse notiert sind, gilt Folgendes:, der Zahlstelle] und den Gläubigern der Schuldverschreibungen gemäß § [12] und, sofern die Vorschriften einer Börse, an der die Schuldverschreibungen zu dem betreffenden Zeitpunkt zum Handel zugelassen oder notiert sind, dies verlangen, der betreffenden Börse, so bald wie möglich nach der Feststellung, keinesfalls aber später als am [vierten Geschäftstag] **[anderer Zeitpunkt]** mitgeteilt werden. Im Fall einer Verlängerung oder Verkürzung der Zinsperiode können der mitgeteilte Zinsbetrag ohne Vorankündigung nachträglich abgeändert (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Änderung wird jeder Börse, an der die Schuldverschreibungen zu dem betreffenden Zeitpunkt zum Handel zugelassen oder notiert sind, **[im Fall von Schuldverschreibungen, die zum Handel am geregelten Markt der Luxemburger Börse zugelassen oder im Amtlichen Handel der Luxemburger Börse notiert sind, gilt Folgendes:** der Zahlstelle] und den Gläubigern der Schuldverschreibungen gemäß § [12] mitgeteilt.

[(8)] *Verbindlichkeit der Feststellungen.* Alle Bescheinigungen, Mitteilungen, Gutachten, Feststellungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieses § 3 vorgenommen, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, den Fiscal Agent, die Zahlstellen und die Gläubiger der Schuldverschreibungen bindend.

[(9)] *Auflaufende Zinsen.* Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden, es sei denn, die Zahlung des Kapitalbetrags wird unberechtigterweise vorenthalten oder verweigert. Zahlt die Emittentin die Schuldverschreibungen nicht bei Fälligkeit zurück, wird der ausstehende Nennbetrag der Schuldverschreibungen weiter verzinst, und zwar ab dem Tag, an dem die Schuldverschreibungen zur Rückzahlung fällig werden, (einschließlich) bis **[wenn die Schuldverschreibungen deutschem Recht unterliegen, gilt Folgendes:** zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht (ausschließlich), wobei der gesetzliche Zinssatz für Verzugszinsen⁹² Anwendung findet.] **[im Fall von Schuldverschreibungen, die englischem Recht unterliegen, gilt Folgendes:** zu demjenigen der nachfolgend genannten Termine (ausschließlich), der als erster eintritt: (i) der Tag, an dem alle in Bezug auf die Schuldverschreibungen fälligen Beträge gezahlt wurden, oder (ii) der fünfte Tag nach dem Tag, an dem sämtliche in Bezug auf die Schuldverschreibungen fälligen Beträge bei dem Fiscal Agent eingegangen sind und eine entsprechende Mitteilung an die Gläubiger der Schuldverschreibungen gemäß § [12] erfolgt ist, wobei der [für die letzte Zinsperiode geltende] Zinssatz Anwendung findet.]

[(10)] *Begriffsbestimmungen.* Für die Zwecke dieser Bestimmung gelten folgende Begriffsbestimmungen:

„**Geschäftstag**“ bezeichnet einen Tag (außer Samstag oder Sonntag), an dem [Geschäftsbanken und Devisenmärkte Zahlungen abwickeln und in **[sämtliche relevanten Finanzzentren]** für den allgemeinen

⁹² Der gesetzliche Zinssatz für Verzugszinsen liegt fünf Prozentpunkte über dem von der Deutschen Bundesbank jeweils veröffentlichten Basiszinssatz, §§ 288 Abs. 1, 247 BGB; der gesetzliche Zinssatz für Verzugszinsen schließt darüber hinausgehende Schadensersatzansprüche nicht aus.

Geschäftsverkehr geöffnet sind (einschließlich des Handels mit Devisen und Fremdwährungseinlagen) **[falls die festgelegte Währung Euro ist, gilt Folgendes: und]** das Trans-European Automated Real-Time Gross Settlement (TARGET2) System betriebsbereit ist].

„Zinstagequotient“ bezeichnet in Bezug auf eine Zinsperiode,

**IM FALL VON
ACTUAL/ACTUAL
(ICMA REGELUNG
251) GILT
FOLGENDES:**

- [(a) im Fall von Schuldverschreibungen, bei welchen die Anzahl der Tage in dem Zinsberechnungszeitraum die Anzahl der Tage in der Feststellungsperiode, in der der Zinsberechnungszeitraum endet, nicht überschreitet, die Anzahl der Tage des Zinsberechnungszeitraums geteilt durch das Produkt aus (1) der Anzahl der Tage der Feststellungsperiode und (2) der Anzahl der Feststellungsperiodentage, die in einem Kalenderjahr eintreten würden, und
- (b) im Fall von Schuldverschreibungen, bei denen der Zinsberechnungszeitraum länger ist als die Feststellungsperiode, in der der Zinsberechnungszeitraum endet, die Summe aus:
 - (i) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch das Produkt aus (x) der Anzahl der Tage der Feststellungsperiode und (y) der Anzahl der Feststellungsperiodentage, die in einem Kalenderjahr eintreten würden, und
 - (ii) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die nächste Feststellungsperiode fallen, geteilt durch das Produkt aus (x) der Anzahl der Tage in dieser Feststellungsperiode und (y) der Anzahl der Feststellungsperiodentage, die in einem Kalenderjahr eintreten würden.]

[Im Fall von Deutschen Schuldverschreibungen und falls die vorstehende Variante nicht anwendbar ist und jährliche Zinsperiode vorliegen, sind vorstehende Absätze (a) und (b) zu streichen und gilt Folgendes: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen im jeweiligen Zinsjahr.]

[Im Fall von Deutschen Schuldverschreibungen und falls die erste Variante nicht anwendbar ist und zwei oder mehr gleich bleibende Zinsperioden innerhalb eines Zinsjahres vorliegen, sind vorstehende Absätze (a) und (b) zu streichen und gilt Folgendes: die tatsächliche Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch das Produkt der Anzahl der Tage in der Feststellungsperiode und der Anzahl der Feststellungsperiodentage, die angenommen, dass Zinsen für das gesamte Jahr zu zahlen wären, in ein Kalenderjahr fallen würden.] **[bei ersten/letzten langen oder kurzen Zinsperioden entsprechende Actual/Actual (ICMA Regelung 251) Berechnungsmethode angeben.]**

„Zinsberechnungszeitraum“ bezeichnet den Zeitraum vom zuletzt vorangegangenen [Zinszahltag] [Zinsperiodenendtag] (oder, sofern es keinen solchen Tag gibt, vom Verzinsungsbeginn) (einschließlich) bis zum jeweiligen [Zinszahltag] [Zinsperiodenendtag] (ausschließlich).

[„Feststellungsperiode“ bezeichnet den Zeitraum ab [Feststellungsperiodentage] (einschließlich) bis zum [nächstfolgenden Feststellungsperiodentag (wobei in dem Fall, dass entweder der Verzinsungsbeginn oder der Zinszahltag/Zinsperiodenendtag nicht auf einen Feststellungsperiodentag fällt, auch der Zeitraum umfasst ist, der am ersten Feststellungsperiodentag vor diesem Tag beginnt und am ersten Feststellungsperiodentag nach diesem Tag endet)] (ausschließlich)].]

**IM FALL VON
ACTUAL/365
(FIXED) GILT
FOLGENDES:**

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 365.

**IM FALL VON
ACTUAL/365
(STERLING) GILT
FOLGENDES:**

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 365 oder, wenn ein [Zinszahltag] [Zinsperiodenendtag] in ein Schaltjahr fällt, geteilt durch 366.

**IM FALL VON
ACTUAL/360 GILT
FOLGENDES:**

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 360.

**IM FALL VON
30/360, 360/360
ODER BOND
BASIS GILT
FOLGENDES:**

die Anzahl der Tage in der Zinsperiode geteilt durch 360, berechnet gemäß der folgenden Formel:

$$\text{Zinstagequotient} = \frac{[360 \times (J_2 - J_1)] + [30 \times (M_2 - M_1)] + (T_2 - T_1)}{360}$$

wobei:

„**J**₁“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der erste Tag der Zinsperiode fällt,

„**J**₂“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„**M**₁“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der erste Tag der Zinsperiode fällt,

„**M**₂“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„**T**₁“ den als Ziffer ausgedrückten ersten Kalendertag der Zinsperiode bezeichnet, wobei, wenn die Ziffer 31 wäre, T₁ der Ziffer 30 entspricht, und

„**T**₂“ den als Ziffer ausgedrückten Kalendertag bezeichnet, der dem letzten Tag der Zinsperiode unmittelbar folgt, wobei, wenn diese Ziffer 31 wäre und T₁ größer als 29 ist, T₂ der Ziffer 30 entspricht.

**IM FALL VON
30E/360 ODER**

die Anzahl der Tage in der Zinsperiode geteilt durch 360, berechnet gemäß der folgenden Formel:

**EUROBOND BASIS
GILT FOLGENDES:**

$$\text{Zinstagequotient} = \frac{[360 \times (J_2 - J_1)] + [30 \times (M_2 - M_1)] + (T_2 - T_1)}{360}$$

wobei:

„**J**₁“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der erste Tag der Zinsperiode fällt,

„**J**₂“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„**M**₁“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in das der erste Tag der Zinsperiode fällt,

„**M**₂“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„**T**₁“ den als Ziffer ausgedrückten ersten Kalendertag der Zinsperiode bezeichnet, wobei, wenn die Ziffer 31 wäre, T₁ der Ziffer 30 entspricht, und

„**T**₂“ den als Ziffer ausgedrückten Kalendertag bezeichnet, der dem letzten Tag der Zinsperiode unmittelbar folgt, wobei, wenn diese Ziffer 31 wäre, T₂ der Ziffer 30 entspricht.

**IM FALL VON
ACTUAL/ACTUAL
ODER
ACTUAL/ACTUAL
(ISDA) GILT
FOLGENDES:**

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 365 (oder, falls ein Teil der Zinsperiode in ein Schaltjahr fällt, die Summe aus (A) der tatsächlichen Anzahl der Tage in dem Teil der Zinsperiode, der in das Schaltjahr fällt, geteilt durch 366 und (B) der tatsächlichen Anzahl der Tage in dem Teil der Zinsperiode, der nicht in das Schaltjahr fällt, geteilt durch 365).

**IM FALL 30E/360
(ISDA) GILT
FOLGENDES:**

die Anzahl der Tage in der Zinsperiode geteilt durch 360, berechnet gemäß der folgenden Formel:

$$\text{Zinstagequotient} = \frac{[360 \times (J_2 - J_1)] + [30 \times (M_2 - M_1)] + (T_2 - T_1)}{360}$$

wobei:

„**J**₁“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der erste Tag der Zinsperiode fällt,

„**J**₂“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„**M**₁“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der erste Tag der Zinsperiode fällt,

„**M**₂“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„**T**₁“ den als Ziffer ausgedrückten ersten Kalendertag der Zinsperiode bezeichnet, wobei (i) wenn dieser Tag der letzte Tag im Februar wäre

oder (ii) wenn diese Ziffer 31 wäre, T_1 der Ziffer 30 entspricht, und

„ T_2 “ den als Ziffer ausgedrückten Kalendertag bezeichnet, der dem letzten Tag der Zinsperiode unmittelbar folgt, wobei (i) wenn dieser Tag der letzte Tag im Februar, aber nicht der Fälligkeitstag wäre oder (ii) wenn die Ziffer 31 wäre, T_2 der Ziffer 30 entspricht.

[Sofern der Referenzsatz EURIBOR/LIBOR ist, gilt Folgendes: „Festgelegte Endfälligkeit“ bezeichnet [●].]

[Im Fall von Range-Accrual-Schuldverschreibungen gilt Folgendes: „Feststellungstage“ bezeichnet die Anzahl der [Geschäftstage] [Kalendertage] in der betreffenden Zinsansammlungsperiode.]

[Sofern der Referenzsatz EURIBOR/LIBOR ist und Interpolation anwendbar ist, gilt Folgendes: „Erste Interpolationsperiode“ bezeichnet [●].]

[„Zinsfeststellungstag“ bezeichnet den [zweiten] [zutreffende andere Anzahl von Tagen: [●]] [TARGET2-] [Londoner] [anderen maßgeblichen Ort: [●]] Geschäftstag [vor Beginn] [nach] der jeweiligen Zinsperiode.]

„Zinsperiode“ bezeichnet den Zeitraum vom Verzinsungsbeginn (einschließlich) bis zum ersten [falls die Zinsperiode(n) an dem bzw. den Zinszahltag(en) enden, gilt Folgendes: Zinszahltag (ausschließlich) und danach jeweils von einem Zinszahltag (einschließlich) bis zum nächstfolgenden Zinszahltag (ausschließlich)] [falls die Zinsperiode(n) an dem bzw. den Zinsperiodenendtag(en) enden, gilt Folgendes: Zinsperiodenendtag (ausschließlich) und danach jeweils von einem Zinsperiodenendtag (einschließlich) bis zum darauf folgenden Zinsperiodenendtag (ausschließlich) (wobei der letztgenannte Tag jeweils als „Zinsperiodenendtag“ der betreffenden Zinsperiode bezeichnet wird)].

**BEI ANPASSUNG
DER
ZINSPERIODEN
GILT FOLGENDES:**

Falls es in dem Kalendermonat, in den ein [Zinszahltag] [Zinsperiodenendtag] fallen sollte, keine numerische Entsprechung für diesen Tag gibt oder ein [Zinszahltag] [Zinsperiodenendtag] ansonsten auf einen Tag fallen würde, der kein Geschäftstag ist, **[bei Anwendung der Folgender-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den nächsten Tag verschoben, der ein Geschäftstag ist.] **[bei Anwendung der Modifizierten Folgender-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den nächsten Tag verschoben, der ein Geschäftstag ist, es sei denn, er würde dadurch in den folgenden Kalendermonat fallen; in diesem Fall wird der [Zinszahltag] [Zinsperiodenendtag] auf den unmittelbar vorangegangenen Geschäftstag vorgezogen.] **[bei Anwendung der Vorangegangener-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den unmittelbar vorangegangenen Geschäftstag vorgezogen.]

[Einfügen, falls die Zinsperiode(n) an dem bzw. den Zinsperiodenendtag(en) enden: „Zinsperiodenendtag“ bezeichnet [Zinsperiodenendtage].]

[[Der] „Zinskorridor“ [bezeichnet [●]] [für jede Zinsperiode ist: [●]].]

[„Zinskorridortage“ bezeichnet in Bezug auf eine Zinsperiode die Anzahl

der [Kalendertage] [Geschäftstage], an welchen festgestellt wird, dass der Referenzsatz in der jeweiligen Zinsansammlungsperiode für die betreffende Zinsperiode nicht außerhalb des Zinskorridors liegt, wobei die Ober- und Untergrenze des Zinskorridors als zum Zinskorridor gehörig angesehen werden. **[Wenn Berechnungen unter Bezugnahme auf Kalendertage vorzunehmen sind, gilt Folgendes:** Sofern es sich bei einem Kalendertag nicht um einen Geschäftstag handelt, ist der Referenzsatz für den Betreffenden Tag der für den unmittelbar vorangegangenen Geschäftstag nach den folgenden Bestimmungen festgestellte Referenzsatz.]]

BEI
BILDSCHIRMFEST-
STELLUNG GILT
FOLGENDES:

Der „Referenzsatz“ ist

[im Fall gegenläufig variabel verzinslicher
Schuldverschreibungen gilt Folgendes:

[+] [-] [●] % per annum (die „Gegenläufige Marge“) [plus]
[minus]]

[im Fall von Partizipations-Schuldverschreibungen gilt
Folgendes:

([+] [-] [●] % (die „Partizipation“) multipliziert mit]

[falls EURIBOR/LIBOR anwendbar ist: [im Fall von
Partizipations-Schuldverschreibungen, bei denen der
Referenzsatz durch Addition oder Subtraktion von zwei
Sätzen berechnet wird, gilt Folgendes: (Idem Angebotssatz
(ausgedrückt als Prozentsatz per annum) für Einlagen in der
Festgelegten Währung mit einer Laufzeit bis zur Festgelegten
Endfälligkeit (ein „Variabler Zinssatz“), der um 11.00 Uhr
([Brüsseler] [Londoner] Ortszeit) am Zinsfeststellungstag auf der
Bildschirmseite angezeigt wird [(●-Monats-EURIBOR)] [(●-
Monats-LIBOR)] [im Fall von Partizipations-
Schuldverschreibungen, bei denen der Referenzsatz nicht
durch Addition oder Subtraktion von zwei Sätzen berechnet
wird, gilt Folgendes:)] [.]]

[falls CMS anwendbar ist: [im Fall von Partizipations-
Schuldverschreibungen, bei denen der Referenzsatz durch
Addition oder Subtraktion von zwei Sätzen berechnet wird,
gilt Folgendes: (I)der Satz für [Währung]-Swaps mit einer
Laufzeit von [Laufzeit], ausgedrückt als Prozentsatz bezogen auf
[maßgeblicher kurzfristig variabler Index] (ein „CMS-Satz“),
der um [11.00 Uhr] [●] ([New Yorker] [●] Ortszeit) am
Zinsfeststellungstag auf der Bildschirmseite angezeigt wird [im
Fall von Partizipations-Schuldverschreibungen, bei denen
der Referenzsatz nicht durch Addition oder Subtraktion von
zwei Sätzen berechnet wird, gilt Folgendes:)] [.] [

[abzüglich]

[zuzüglich]

[falls EURIBOR/LIBOR anwendbar ist: des Angebotssatzes
(ausgedrückt als Prozentsatz per annum) für Einlagen in der
Festgelegten Währung mit einer Laufzeit bis zur Festgelegten

Endfälligkeit (ein „**Variabler Zinssatz**“), der um 11.00 Uhr ([Brüsseler] [Londoner] Ortszeit) am Zinsfeststellungstag auf der Bildschirmseite angezeigt wird [(●-Monats-EURIBOR)] [(●-Monats-LIBOR)]].]]⁹³

[falls CMS anwendbar ist: des Satzes für **[Währung]**-Swaps mit einer Laufzeit von **[Laufzeit]**, ausgedrückt als Prozentsatz bezogen auf **[maßgeblicher kurzfristig variabler Index]**) (ein „**CMS-Satz**“, der um [11.00 Uhr] ([New Yorker] [●] Ortszeit) am Zinsfeststellungstag auf der Sekundären Bildschirmseite angezeigt wird)].]]⁹⁴

[Im Fall einer Marge gilt Folgendes: [zuzüglich] [abzüglich] [●] Prozent per annum (die „**Marge**“), wobei alle Feststellungen durch die Berechnungsstelle erfolgen.]]

„**Bildschirmseite**“ bezeichnet **[maßgebliche Bildschirmseite]** oder die jeweilige Nachfolgesseite des betreffenden Dienstes oder eines anderen Dienstes, der zum Zweck der Anzeige von Sätzen oder Kursen, die mit dem jeweiligen Angebotssatz bzw. -kurs vergleichbar sind, als Informationsanbieter benannt wird.

[Wenn der Referenzsatz EURIBOR/LIBOR ist, gilt Folgendes: Sollte die betreffende Bildschirmseite nicht zur Verfügung stehen oder wird zu dem betreffenden Zeitpunkt kein Angebotssatz angezeigt, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz per annum ausgedrückt) für Einlagen in der Festgelegten Währung mit einer Laufzeit bis zur Festgelegten Endfälligkeit und über einen repräsentativen Betrag gegenüber führenden Banken **[wenn der Referenzsatz EURIBOR ist, gilt Folgendes:** im Interbankenmarkt der Euro-Zone um ca. 11.00 Uhr (Brüsseler Ortszeit)] **[wenn der Referenzsatz LIBOR ist, gilt Folgendes:** im [Londoner] **[sonstigen maßgeblichen Ort]** Interbankenmarkt um ca. 11.00 Uhr ([Londoner] **[sonstiger maßgeblicher Ort]** Ortszeit)] an dem betreffenden Zinsfeststellungstag einholen. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der betreffende Variable Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste **[wenn der Referenzsatz EURIBOR ist, gilt Folgendes:** Tausendstel Prozent aufgerundet, wobei 0,0005] **[wenn der Referenzsatz nicht EURIBOR ist, gilt Folgendes:** Hunderttausendstel Prozent aufgerundet, wobei 0,000005] aufgerundet wird) dieser Angebotssätze, wobei alle Feststellungen durch die Berechnungsstelle erfolgen.

Falls an dem betreffenden Zinsfeststellungstag nur eine oder keine der ausgewählten Referenzbanken der Berechnungsstelle die im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der betreffende Variable Zinssatz für die betreffende Zinsperiode der Satz per annum, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste **[Wenn der Referenzsatz EURIBOR ist, gilt Folgendes:** Tausendstel Prozent aufgerundet, wobei 0,0005] **[Wenn der Referenzsatz nicht EURIBOR ist, gilt Folgendes:** Hunderttausendstel Prozent aufgerundet, wobei

⁹³ Anwendbar, wenn EURIBOR/LIBOR gilt und der Referenzsatz durch Addition oder Subtraktion zweier Sätze berechnet wird.

⁹⁴ Anwendbar, wenn CMS gilt und der Referenzsatz durch Addition oder Subtraktion zweier Sätze berechnet wird.

0,000005] aufgerundet wird) der Sätze ermittelt, die von der Berechnungsstelle nach Treu und Glauben ausgewählte Großbanken **[wenn der Referenzsatz EURIBOR ist, gilt Folgendes:** im Interbankenmarkt der Euro-Zone] **[wenn der Referenzsatz LIBOR ist, gilt Folgendes:** im Londoner Interbankenmarkt] **[[sonstigen maßgeblichen Ort]** Interbankenmarkt] der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um 11.00 Uhr (**[wenn der Referenzsatz LIBOR ist, gilt Folgendes:** Londoner] **[wenn der Referenzsatz EURIBOR ist, gilt Folgendes:** Brüsseler] **[sonstigen maßgeblichen Ort]** Ortszeit) am betreffenden Zinsfeststellungstag Darlehen in der Festgelegten Währung mit einer Laufzeit bis zur Festgelegten Endfälligkeit und über einen repräsentativen Betrag gegenüber führenden europäischen Banken anbieten.]

[Sofern der Referenzsatz EURIBOR/LIBOR ist und Interpolation anwendbar ist, gilt Folgendes: „Zweite Interpolationsperiode“ bezeichnet [●].]

[„Sekundäre Bildschirmseite“ bezeichnet **[maßgebliche Sekundäre Bildschirmseite]** oder die jeweilige Nachfolgeseite des betreffenden Dienstes oder eines anderen Dienstes, der zum Zweck der Anzeige von Sätzen oder Kursen, die mit dem jeweiligen Angebotssatz bzw. -kurs vergleichbar sind, als Informationsanbieter benannt wird.]

[Wenn der Referenzsatz CMS ist, gilt Folgendes: Sollte die betreffende Bildschirmseite bzw. die Sekundäre Bildschirmseite nicht zur Verfügung stehen oder wird zu dem betreffenden Zeitpunkt kein Satz angezeigt, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweiligen durchschnittlichen halbjährlichen Angebots-Swapsatz um ca. [11.00 Uhr] [●] ([New Yorker] [●] Ortszeit) an dem betreffenden Zinsfeststellungstag für die betreffende Bildschirmseite einholen. In diesem Zusammenhang und in Bezug auf sowohl die Bildschirmseite und die Sekundäre Bildschirmseite ist der halbjährliche Swapsatz das Mittel der Geld- und Briefkurse für den Halbjahres-Festzinssatz (z.B. berechnet unter Zugrundelegung eines Zinstagequotienten von [30/360] [●]) von Fixed-for-floating-Zinsswaps in **[Währung]** mit einer Laufzeit von **[Laufzeit]**, die an dem betreffenden Tag beginnt, über einen für eine Einzeltransaktion in dem betreffenden Markt und zu dem betreffenden Zeitpunkt repräsentativen Betrag, die mit einem anerkannten Händler mit guter Bonität im Swapmarkt abgeschlossen wurde und bei denen der variable Zinssatz (berechnet unter Zugrundelegung eines Zinstagequotienten von [Actual/360] [●]) dem Zinssatz für Einlagen in **[Währung]** für einen Zeitraum vom [●] Monaten entspricht, der um [11.00 Uhr] [●] [Londoner] [New Yorker] [●] Ortszeit an dem betreffenden Tag auf [der Reuters-Seite [●]] (oder derjenigen anderen Seite dieses Dienstes oder eines anderen Dienstes, der zum Zweck der Anzeige von Sätzen oder Kursen benannt wird, die mit den auf [der Reuters-Seite [●]] genannten Sätzen oder Kursen vergleichbar sind) angezeigt wird. Die Berechnungsstelle wird den entsprechenden Angebotssatz von den Hauptniederlassungen der Referenzbanken einholen. Falls mindestens drei Angebotssätze genannt werden, ist der betreffende CMS-Satz für den betreffenden Tag das arithmetische Mittel der Angebotssätze, wobei der höchste Angebotssatz (bzw. bei mehreren gleich hohen Angebotssätzen einer der höchsten Sätze) und der niedrigste Angebotssatz (bzw. bei mehreren gleich niedrigen Angebotssätzen einer der niedrigsten Sätze) unberücksichtigt bleiben.]

„Referenzbanken“ sind **[wenn in den Endgültigen Bedingungen keine**

anderen Referenzbanken bestimmt werden und der Referenzsatz EURIBOR ist, gilt Folgendes: vier Großbanken in der Euro-Zone] [wenn in den Endgültigen Bedingungen keine anderen Referenzbanken bestimmt werden und der Referenzsatz LIBOR ist, gilt Folgendes: vier Großbanken im Londoner] [wenn in den Endgültigen Bedingungen keine anderen Referenzbanken bestimmt werden und der Referenzsatz CMS ist, gilt Folgendes: fünf führende Swap-Händler im [Londoner] [New Yorker] [sonstigen maßgeblichen Ort] Interbankenmarkt [wenn in den Endgültigen Bedingungen andere Referenzbanken genannt sind, sind diese hier einzufügen].

[Im Fall des Interbankenmarkts der Euro-Zone, gilt Folgendes: „Euro-Zone“ bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils geänderten Fassung eingeführt haben.]

[Im Fall eines TARGET2-Geschäftstages gilt Folgendes: „TARGET2-Geschäftstag“ bezeichnet einen Tag, an dem das Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System geöffnet ist.]

[„Londoner Geschäftstag“ bezeichnet einen Tag, an dem die Geschäftsbanken in London Zahlungen abwickeln und für den allgemeinen Geschäftsverkehr (einschließlich des Handels mit Devisen und Fremdwährungseinlagen) geöffnet sind.]

IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE ENGLISCHEM,
RECHT
UNTERLIEGEN
UND IN BEZUG
AUF WELCHE
„ISDA-
FESTSTELLUNG“
ANWENDBAR IST,
GILT FOLGENDES:

Der Referenzsatz ist

[im Fall gegenläufig variabel verzinslicher Schuldverschreibungen gilt Folgendes:

[+] [-] [●] % per annum (die „Gegenläufige Marge“) [plus] [minus]]

[im Fall von Partizipations-Schuldverschreibungen gilt Folgendes:

[+] [-] [●] % (die „Partizipation“) multipliziert mit [ISDA-Satz[]]

[im Fall einer Marge gilt Folgendes: [zuzüglich] [abzüglich [+] [-] [●] % per annum (die „Marge“), jeweils wie von der Berechnungsstelle festgestellt.]

In diesem Zusammenhang bezeichnet „ISDA-Satz“ in Bezug auf eine Zinsperiode einen Zinssatz entsprechend dem Variablen Zinssatz, der von dem Fiscal Agent im Rahmen eines Zinssatzswaps festgestellt werden würde, wenn der Fiscal Agent im Rahmen dieses Zinssatzswaps als Berechnungsstelle für das Swapgeschäft fungieren würde, und zwar nach Maßgabe der Bestimmungen eines Vertrags, dessen Bestandteil die von der International Swaps and Derivatives Association, Inc. veröffentlichten 2006 ISDA Definitions in der jeweils zum Tag der Begebung der Schuldverschreibungen geltenden Fassung sind (die ISDA-Definitionen), die Folgendes vorsehen:

- (1) die Variabler-Zinssatz-Option ist [Variabler-Zinssatz-Option],
- (2) die Festgelegte Endfälligkeit ist [Festgelegte Endfälligkeit], und

- (3) der maßgebliche Neufeststellungstag ist **[maßgeblichen Neufeststellungstag: [Bei LIBOR/EURIBOR gilt Folgendes: der erste Tag der betreffenden Zinsperiode] [sonstigen maßgeblichen Neufeststellungstag]]**.

In diesem Zusammenhang haben die Begriffe „**Variabler Zinssatz**“, „**Berechnungsstelle**“, „**Variabler-Zinssatz-Option**“, „**Festgelegte Endfälligkeit**“ und „**Neufeststellungstag**“ die ihnen in den ISDA-Definitionen jeweils zugewiesene Bedeutung.]

[„Zinsansammlungsperiode“ bezeichnet in Bezug auf eine Zinsperiode den Zeitraum vom [zweiten] **[andere Zahl]** dem Beginn der betreffenden Zinsperiode unmittelbar vorhergehenden [Kalendertag] [Geschäftstag] (einschließlich) bis zum [zweiten] **[andere Zahl]** dem Beginn der auf die betreffende Zinsperiode unmittelbar folgenden Zinsperiode unmittelbar vorhergehenden Geschäftstag (ausschließlich).]

§ 4 ZAHLUNGEN

**IM FALL VON
DEUTSCHEN
SCHULDVER-
SCHREIBUNGEN,
GILT FOLGENDES:**

- (1) (a) *Zahlungen auf Kapital.* Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der die Schuldverschreibungen zum Zeitpunkt der Zahlung verbriefenden Globalurkunde bei der bezeichneten Geschäftsstelle des Fiscal Agent außerhalb der Vereinigten Staaten.
- (b) *Zahlung von Zinsen.* Die Zahlung von Zinsen auf die Schuldverschreibungen erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

[Bei Zinszahlungen auf eine Vorläufige Globalurkunde gilt Folgendes: Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1(3)(b).]

**IM FALL VON
ENGLISCHEN
SCHULDVER-
SCHREIBUNGEN,
DIE DURCH
GLOBAL-
URKUNDEN
VERBRIEFT, GILT
FOLGENDES:**

- (1) [(a)] *Zahlungen auf Kapital.* Solange die Schuldverschreibungen durch eine Globalurkunde verbrieft sind, erfolgen Zinszahlungen auf die Schuldverschreibungen nach Maßgabe von Absatz (2) gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der Globalurkunde zum Zeitpunkt der Zahlung bei dem Fiscal Agent außerhalb der Vereinigten Staaten. Kapitalzahlungen werden von dem Fiscal Agent auf der Globalurkunde vermerkt.

[Falls es sich bei den Schuldverschreibungen nicht um Ratenzahlungsschuldverschreibungen handelt, gilt Folgendes: Zahlungen auf Kapital in Bezug auf Einzelurkunden

erfolgen nach Maßgabe von Absatz (2) gegen Vorlage und (außer im Fall von Teilzahlungen, bei welchen ein entsprechender Vermerk auf der Rückseite der Schuldverschreibung eingetragen wird) Einreichung der jeweiligen Einzelkunde bei dem Fiscal Agent oder einer anderen Zahlstelle außerhalb der Vereinigten Staaten.]

[Im Fall von Ratenzahlungsschuldverschreibungen gilt Folgendes: Zahlungen von Raten auf Kapitalzahlungen. Zahlungen von Raten auf Kapitalzahlungen in Bezug auf Einzelkunden, bei denen es sich nicht um die letzte Rate handelt, erfolgen (vorbehaltlich des Nachstehenden) nach Maßgabe von Absatz (2) gegen Vorlage und Einreichung (oder im Fall von Teilzahlungen fälliger Beträge gegen Eintragung eines Vermerks auf der Rückseite) des jeweiligen Rückzahlungsscheins gemäß Absatz (2). Die Zahlung der letzten Rate erfolgt in der in nachstehendem Absatz (2) beschriebenen Weise nur gegen Vorlage und Einreichung der jeweiligen Schuldverschreibung beim Fiscal Agent oder einer anderen Zahlstelle außerhalb der Vereinigten Staaten (oder im Fall von Teilzahlungen fälliger Beträge gegen Eintragung eines Vermerks auf der Rückseite der jeweiligen Schuldverschreibung durch den Fiscal Agent oder eine andere Zahlstelle außerhalb der Vereinigten Staaten). Die Zahlung der jeweiligen Rate erfolgt nur gegen Vorlage des jeweiligen Rückzahlungsscheins zusammen mit der zugehörigen Schuldverschreibung. Rückzahlungsscheine, die ohne die zugehörige Schuldverschreibung vorgelegt werden, begründen keine gültigen Verpflichtungen der Emittentin. Mit dem Tag, an dem eine Schuldverschreibung fällig und rückzahlbar wird, werden etwaige zugehörige, noch nicht fällige Rückzahlungsscheine (unabhängig davon, ob diese beigefügt sind) ungültig, und es werden diesbezüglich keine Zahlungen geleistet.]

**IM FALL VON
ENGLISCHEN
SCHULDVER-
SCHREIBUNGEN,
GILT FOLGENDES:**

- (b) *Zahlung von Zinsen.* Solange die Schuldverschreibungen durch eine Globalurkunde verbrieft sind, erfolgen Zahlungen von Zinsen auf die Schuldverschreibungen nach Maßgabe von Absatz (2) gegen Vorlage der Globalurkunde bei dem Fiscal Agent außerhalb der Vereinigten Staaten. Zinszahlungen werden von dem Fiscal Agent auf der Globalurkunde vermerkt.

Zahlungen von Zinsen auf Einzelkunden erfolgen nach Maßgabe von Absatz (2) gegen Vorlage und (außer im Fall von Teilzahlungen, bei welchen ein entsprechender Vermerk auf der Rückseite des Zinsscheins eingetragen wird) Einreichung der jeweiligen Zinsscheine oder im Fall von Schuldverschreibungen, die ohne Zinsscheine begeben wurden, oder im Fall von Zinsen, die nicht an einem planmäßigen Zinszahltag fällig sind, gegen Vorlage der jeweiligen Einzelkunden bei der bezeichneten Geschäftsstelle des Fiscal Agent außerhalb der Vereinigten Staaten oder bei der bezeichneten Geschäftsstelle einer anderen Zahlstelle außerhalb der Vereinigten Staaten.

- (c) *Einreichung von Zinsscheinen.* Jede Schuldverschreibung, die mit beigefügten Zinsscheinen ausgegeben wurde, ist bei Rückzahlung vorzulegen und, außer im Fall einer Teilzahlung des Rückzahlungsbetrags, zusammen mit allen zugehörigen, noch

nicht fälligen Zinsscheinen einzureichen; erfolgt dies nicht, werden alle nicht fälligen, zu der betreffenden Einzelkunde gehörigen Zinsscheine (unabhängig davon, ob sie zusammen mit dieser eingereicht werden) ungültig, und es erfolgen diesbezüglich keine weiteren Zahlungen mehr.

**IM FALL VON
DEUTSCHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

- (2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher oder sonstiger gesetzlicher Regelungen und Vorschriften erfolgen auf die Schuldverschreibungen fällige Zahlungen in **[Festgelegte Währung]**

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
MIT AUSNAHME
VON DEUTSCHEN
SCHULDVER-
SCHREIBUNGEN,
GILT FOLGENDES:**

- (2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher oder sonstiger gesetzlicher Regelungen und Vorschriften erfolgen auf die Schuldverschreibungen fällige Zahlungen in der frei handelbaren und konvertierbaren Währung

[im Fall von Zahlungen in Euro gilt Folgendes: durch Überweisung auf ein von dem Zahlungsempfänger unterhaltenes auf Euro lautendes Konto (oder ein anderes Konto, dem Eurobeträge gutgeschrieben oder auf das Eurobeträge überwiesen werden können), vorausgesetzt, dass fällige Beträge, die in einer anderen Währung als Euro zu zahlen sind, in dieser Währung per Scheck gezahlt werden, der in dieser Währung auszahlbar und auf eine Bank im Hauptfinanzzentrum des Landes der betreffenden Währung gezogen ist, oder (nach Wahl des Zahlungsempfängers) per Überweisung auf ein auf die betreffende Währung lautendes Konto, das von dem Zahlungsempfänger bei einer Bank in diesem Finanzzentrum unterhalten wird.]

[im Fall von Zahlungen in einer anderen Währung als Euro oder US-Dollar gilt Folgendes: durch einen in dieser Währung zahlbaren Scheck, ausgestellt auf eine Bank in dem Hauptfinanzzentrum des Landes der Festgelegten Währung oder nach Wahl des Zahlungsempfängers durch Überweisung auf ein auf diese Währung lautendes Konto des Zahlungsempfängers, das dieser bei einer Bank in diesem Finanzzentrum unterhält (und das im Fall von Zahlungen in japanischen Yen an eine nicht in Japan ansässige Person ein Konto für Gebietsfremde sein muss).]

[im Fall von Zahlungen in US-Dollar gilt Folgendes: durch einen auf US-Dollar lautenden Scheck, ausgestellt auf eine Bank in den Vereinigten Staaten, oder nach Wahl des Zahlungsempfängers durch Überweisung auf ein auf US-Dollar lautendes Konto, das der Zahlungsempfänger bei einer Bank außerhalb der Vereinigten Staaten unterhält.]

- (3) *Vereinigte Staaten.* Für die Zwecke **[im Fall von TEFRA-D-Schuldverschreibungen, die auf US-Dollar lauten oder in Bezug auf welche Zahlungen aus anderen Gründen in US-Dollar zahlbar sind, gilt Folgendes:** von § 1(3) [,] [und] dieses § 4 [,] [und] [§ 6](2) [und] § [7](2) „Vereinigte Staaten“ die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Besitzungen (einschließlich Puerto Ricos, der U.S. Virgin Islands, Guams, American Samoas, Wake Islands und der Northern Mariana Islands).

IM FALL VON

- (4) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing

**DEUTSCHEN
SCHULDVER-
SCHREIBUNGEN,
GILT FOLGENDES:**

System oder dessen Order in Höhe der geleisteten Zahlung von ihrer Zahlungspflicht befreit.

**IM FALL VON
ENGLISCHEN
SCHULDVER-
SCHREIBUNGEN,
DIE DURCH
GLOBAL-
URKUNDEN
VERBRIEFT SIND,
GILT FOLGENDES:**

- (4) *Erfüllung.* Solange die Schuldverschreibungen durch eine Globalurkunde verbrieft sind, wird die Emittentin durch Leistung an den Inhaber der Globalurkunde oder an dessen Order von ihrer Zahlungspflicht in Bezug auf den zu zahlenden Betrag befreit. Jede Person, die in den Unterlagen des betreffenden Clearing Systems als wirtschaftlicher Eigentümer (*beneficial holder*) eines bestimmten Nennbetrags der durch die Globalurkunde verbrieften Schuldverschreibungen verzeichnet ist, kann im Zusammenhang mit ihrem Anteil an jeder Zahlung der Emittentin an den Inhaber der Globalurkunde oder an dessen Order ausschließlich das betreffende Clearing System in Anspruch nehmen. Im Fall von Einzelurkunden wird die Emittentin durch Leistung der Zahlung an den Gläubiger der Schuldverschreibungen von ihrer Zahlungspflicht befreit.

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE KAPITAL-
UND/ODER
ZINSAHLUNGEN
IN US-DOLLAR
VORSEHEN, GILT
FOLGENDES:**

Ungeachtet der vorstehenden Bestimmungen dieses § 4 gilt, dass im Fall von auf die Schuldverschreibungen zu leistenden Kapital- und/oder Zinszahlungen in US-Dollar, diese Kapital- und/oder Zinszahlungen auf die Schuldverschreibungen in US-Dollar bei der bezeichneten Geschäftsstelle einer Zahlstelle in den Vereinigten Staaten erfolgen, wenn:

- (i) die Emittentin Zahlstellen mit bezeichneten Geschäftsstellen außerhalb der Vereinigten Staaten in der begründeten Erwartung bestellt hat, dass diese Zahlstellen in der Lage sind, über ihre bezeichneten Geschäftsstellen außerhalb der Vereinigten Staaten bei Fälligkeit Kapital- und Zinszahlungen auf die Schuldverschreibungen in voller Höhe in US-Dollar auf die vorstehend festgelegte Weise zu leisten,
 - (ii) die Zahlung der entsprechenden Kapital- bzw. Zinsbeträge in voller Höhe bei sämtlichen bezeichneten Geschäftsstellen außerhalb der Vereinigten Staaten aufgrund von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der Zahlung bzw. des Erhalts von Kapital- und Zinsbeträgen in voller Höhe in US-Dollar gesetzwidrig ist oder wirksam ausgeschlossen wird, und
 - (iii) eine solche Zahlung zu dem betreffenden Zeitpunkt nach dem Recht der Vereinigten Staaten zulässig ist und nach Auffassung der Emittentin keinerlei nachteilige steuerliche Folgen für die Emittentin hat.
- (5) *Zahlungsgeschäftstag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahlungsgeschäftstag ist, dann hat ein Gläubiger der Schuldverschreibungen keinen Anspruch auf Zahlung vor dem nächsten Zahlungsgeschäftstag an dem jeweiligen Ort. Ein Gläubiger der Schuldverschreibungen ist auch nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

In diesem Zusammenhang bezeichnet „**Zahlungsgeschäftstag**“ einen Tag (außer Samstag oder Sonntag), an dem das Clearing System **[wenn**

die Festgelegte Währung Euro ist, gilt Folgendes: [und] [,] das Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System] offen [ist] [sind] und Zahlungen abwickel[t][n] **[wenn es sich (i) bei der Festgelegten Währung nicht um Euro handelt oder (ii) es sich bei der Festgelegten Währung um Euro handelt und die Öffnung des Geschäftsverkehrs in einem oder mehreren Finanzzentren relevant ist, oder (iii) die Schuldverschreibungen Englische Schuldverschreibungen sind, gilt Folgendes:** und die Geschäftsbanken und Devisenmärkte in [(i)] **[jedes Maßgebliche Finanzzentrum]** [, (ii)] in dem Hauptfinanzzentrum des Landes, in dem die Festgelegte Währung die Landeswährung ist **[wenn es sich bei der Festgelegten Währung um australische Dollar / neuseeländische Dollar handelt, gilt Folgendes:**, wobei dies [Sydney] [Auckland] sein soll,] **[im Fall von Englischen Schuldverschreibungen, gilt Folgendes:** und, nur im Fall von Einzelkunden, [(iii)] am jeweiligen Ort der Vorlage] für den allgemeinen Geschäftsverkehr (einschließlich des Handels mit Devisen und Fremdwährungseinlagen) geöffnet sind und Zahlungen abwickeln].]

- (6) *Bezugnahmen auf Kapital und Zinsen.* In diesen Bedingungen enthaltene Bezugnahmen auf Kapital in Bezug auf die Schuldverschreibungen schließen, soweit zutreffend, folgende Beträge ein: den Rückzahlungsbetrag, den Vorzeitigen Rückzahlungsbetrag **[wenn die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzuzahlen, gilt Folgendes:**, den Wahl-Rückzahlungsbetrag (Call)] **[wenn der Gläubiger der Schuldverschreibungen ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, gilt Folgendes:**, den Wahl-Rückzahlungsbetrag (Put)] sowie jeden Aufschlag und alle sonstigen auf oder in Bezug auf die Schuldverschreibungen gegebenenfalls zahlbaren Beträge. [Bezugnahmen in diesen Bedingungen auf Zinsen auf die Schuldverschreibungen schließen sämtliche gemäß § [7] zahlbaren Zusätzlichen Beträge ein.]

IM FALL VON DEUTSCHEN SCHULDVER-SCHREIBUNGEN GILT FOLGENDES:

- (7) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapital- oder Zinsbeträge zu hinterlegen, die von den Gläubigern der Schuldverschreibungen nicht innerhalb von zwölf Monaten nach dem jeweiligen Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger der Schuldverschreibungen sich nicht in Annahmeverzug befinden. Wenn und soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der Gläubiger der Schuldverschreibungen gegen die Emittentin.

§ 5 RÜCKZAHLUNG

IM FALL VON SCHULDVER-SCHREIBUNGEN AUSSER RATENZAHLUNGS-SCHULDVER-SCHREIBUNGEN GILT FOLGENDES:

- (1) *Rückzahlung bei Fälligkeit.* [Jeder Nennbetrag von Schuldverschreibungen, der **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** der Festgelegten Stückelung] **[im Fall von Englischen Schuldverschreibungen:** dem Berechnungsbetrag] entspricht, wird zum Rückzahlungsbetrag [am **[im Fall eines festgelegten Fälligkeitstages: [Fälligkeitstag]] [im Fall eines Rückzahlungsmonats gilt Folgendes:** in den **[Rückzahlungsmonat]** fallenden Zinszahltag] (der „Fälligkeitstag“)

[zuzüglich der Schlusszahlung wie nachstehend angegeben] zurückgezahlt. Der „**Rückzahlungsbetrag**“ in Bezug auf jeden Nennbetrag der Schuldverschreibungen, der **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** der Festgelegten Stückelung entspricht, ist ein Betrag in Höhe der Festgelegten Stückelung.] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** dem Berechnungsbetrag entspricht, ist ein Betrag in Höhe des Berechnungsbetrags.] **[im Fall von TARN-Schuldverschreibungen mit Schlusszahlung gilt Folgendes:** Ist der Gesamtbetrag sämtlicher bis zum Fälligkeitstag oder (falls früher) dem Tag der Automatischen Rückzahlung (einschließlich) in Bezug auf eine Schuldverschreibung gezahlter oder zahlbarer Zinsen (der „**Errechnete Gesamtzins**“) geringer als der Zielzins, wird jede Schuldverschreibung zum Rückzahlungsbetrag zuzüglich eines Betrags in Höhe der Differenz zwischen dem Zielzins und dem Errechneten Gesamtzins zurückgezahlt (die „**Schlusszahlung**“).]

IM FALL VON RATENZAHLUNGS-SCHULDVER-SCHREIBUNGEN GILT FOLGENDES:

(1) *Rückzahlung in Raten.* Soweit nicht zuvor bereits gemäß diesen Bedingungen zurückgezahlt, wird jede Schuldverschreibung an den nachstehenden Ratenzahlungsterminen zu den folgenden Raten zurückgezahlt:

Ratenzahlungstermine	Raten
[Ratenzahlungstermine]	[Raten]
[]	[]
[]	[]

FALLS DIE EMITTENTIN DAS WAHLRECHT HAT, DIE SCHULDVER-SCHREIBUNGEN VORZEITIG ZURÜCKZU-ZAHLEN (ISSUER CALL), GILT FOLGENDES:

[(2)] *Vorzeitige Rückzahlung nach Wahl der Emittentin.*

(a) Die Emittentin kann nach einer Kündigung gemäß Unterabsatz (b) die zum jeweiligen Zeitpunkt ausstehenden Schuldverschreibungen insgesamt oder teilweise [am] [an den] Wahrückzahlungstag[en] (Call) [zum] [zu den] Wahrückzahlungs[betrag][beträge] (Call), wie nachstehend angegeben, nebst etwaigen bis zum jeweiligen Wahrückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen. **[Bei Geltung eines Mindestrückzahlungsbetrags oder eines Höheren Rückzahlungsbetrags gilt Folgendes:** Eine solche Rückzahlung muss [mindestens] in Höhe des **[Mindestrückzahlungsbetrag] [Höherer Rückzahlungsbetrag]** erfolgen.

Wahrückzahlungstag[e] (Call)	Wahrückzahlungs [betrag][beträge] (Call)
[Wahrückzahlungstag[e] (Call)]	[Wahrückzahlungs [betrag][beträge] (Call)]
[]	[]
[]	[]

[Im Fall von Nachrangigen Schuldverschreibungen gilt Folgendes:
Die Ausübung dieses Wahlrechts der Emittentin ist abhängig von der vorherigen Zustimmung der zuständigen Aufsichtsbehörde zu dieser vorzeitigen Rückzahlung.]

[Falls der Gläubiger der Schuldverschreibungen das Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, gilt Folgendes:
Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger der Schuldverschreibungen in Ausübung seines Wahlrechts nach Absatz [(3)] dieses § 5 verlangt hat.]

- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § [12] bekannt zu geben. Sie beinhaltet die folgenden Angaben:
 - (i) Name und Kennnummer der Schuldverschreibungen,
 - (ii) eine Erklärung, ob die Schuldverschreibungen ganz oder nur teilweise zurückgezahlt werden, und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen,
 - (iii) den Wahlrückzahlungstag (Call), der nicht weniger als [5 Geschäftstage] [30 Tage] **[andere Mindestkündigungsfrist]** und nicht mehr als **[Höchstkündigungsfrist]** nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern der Schuldverschreibungen liegen darf, und
 - (iv) den Wahlrückzahlungsbetrag (Call), zu dem die Schuldverschreibungen zurückgezahlt werden.

[Im Fall von Deutschen Schuldverschreibungen, die durch Globalurkunde verbrieft sind, gilt Folgendes:

- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die betreffenden Schuldverschreibungen frühestens 30 Tage vor dem Wahlrückzahlungstag (Call) (der „**Auswahltag**“) in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt, wobei dies in den Unterlagen dieses Clearing Systems nach dessen Ermessen entweder als so genannter „*pool factor*“ oder als Reduzierung des Nennbetrags zu vermerken ist.]

[Im Fall von Englischen Schuldverschreibungen, die durch Globalurkunden und/oder Einzelurkunden verbrieft sind, gilt Folgendes:

- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die betreffenden Schuldverschreibungen (die „**Rückzahlbaren Schuldverschreibungen**“) (i) im Fall von Rückzahlbaren Schuldverschreibungen, die durch Einzelurkunden verbrieft sind, frühestens [dreißig] [●] Tage vor dem vorgesehenen Rückzahlungstag einzeln durch Los ausgewählt oder (ii) im Fall von Rückzahlbaren Schuldverschreibungen, die durch Globalurkunde verbrieft sind, in Übereinstimmung mit den Regeln der Clearing Systeme (wobei

dies in den Unterlagen der Clearing Systeme nach deren Ermessen entweder als so genannter „pool factor“ oder als Reduzierung des Nennbetrags zu vermerken ist) bestimmt. Bei Rückzahlbaren Schuldverschreibungen, die durch Einzelkunden verbrieft sind, wird eine Liste mit den Seriennummern dieser Rückzahlbaren Schuldverschreibungen spätestens [14] [●] Tage vor dem vorgesehenen Rückzahlungstag gemäß § [12] veröffentlicht.]

**FALLS
GLÄUBIGER VON
NICHT-
NACHRANGIGEN
SCHULDVER-
SCHREIBUNGEN
DAS WAHLRECHT
HABEN, DIE
SCHULDVER-
SCHREIBUNGEN
VORZEITIG ZU
KÜNDIGEN
(INVESTOR PUT),
GILT FOLGENDES:**

[(3)] *Vorzeitige Rückzahlung nach Wahl eines Gläubigers der Schuldverschreibungen.*

- (a) Die Emittentin hat eine Schuldverschreibung nach Ausübung des entsprechenden Wahlrechts durch den Gläubiger der Schuldverschreibungen [am] [an den] Wahlrückzahlungstag[en] (Put) [zum] [zu den] Wahlrückzahlungs[betrag][beträgen] (Put), wie nachstehend angegeben, nebst etwaigen bis zum Wahlrückzahlungstag (Put) (ausschließlich) aufgelaufenen Zinsen zurückzuzahlen.

Wahlrückzahlungstag[e] (Put)	Wahlrückzahlungs [betrag][beträge] (Put)
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[Wahlrückzahlungstag [e] (Put)]	[Wahlrückzahlungs [betrag][beträge] (Put)]
--	---

[]	[]
---------	---------

[]	[]
---------	---------

[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibung vorzeitig zu kündigen, gilt Folgendes:

Gläubigern der Schuldverschreibungen steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits die Emittentin in Ausübung ihres Wahlrechts nach diesem § 5 verlangt hat.]

[Im Fall von Deutschen Schuldverschreibungen gilt Folgendes:

- (b) Um dieses Wahlrecht auszuüben, hat ein Gläubiger der Schuldverschreibungen nicht weniger als [fünf Geschäftstage] **[andere Mindestkündigungsfrist einfügen]** und nicht mehr als **[Höchstkündigungsfrist gegenüber Emittentin]** vor dem Wahlrückzahlungstag (Put), an dem die Rückzahlung gemäß der Mitteilung bezüglich der vorzeitigen Rückzahlung in der vom Fiscal Agent erhältlichen Form (die „**Ausübungserklärung**“) erfolgen soll, dem Fiscal Agent während der üblichen Geschäftszeiten eine ordnungsmäßig ausgefüllte Ausübungserklärung vorzulegen. Die Ausübung des Wahlrechts kann nicht widerrufen oder zurückgenommen werden.]

[Im Fall von Englischen Schuldverschreibungen gilt Folgendes:

[(b) Sofern die betreffende Schuldverschreibung durch eine Einzelurkunde verbrieft ist und nicht von einem Clearing System gehalten wird, muss der Gläubiger der Schuldverschreibungen der bezeichneten Geschäftsstelle des Fiscal Agent oder einer Zahlstelle während ihrer üblichen Geschäftszeiten innerhalb des Kündigungszeitraums eine ordnungsgemäß ausgefüllte und unterschriebene (und zum Zeitpunkt der Ausübung aktuelle) Ausübungserklärung in der bei einer bezeichneten Geschäftsstelle des Fiscal Agent und einer bezeichneten Geschäftsstelle einer anderen Zahlstelle erhältlich Form (eine „**Ausübungserklärung**“) übergeben, in der der Gläubiger ein Bankkonto (bzw., wenn die Zahlung per Scheck erfolgen soll, eine Anschrift) anzugeben hat, auf das bzw. an die die Zahlung erfolgen soll. Ist die betreffende Schuldverschreibung durch eine Einzelurkunde verbrieft, muss dieser Ausübungserklärung die betreffende Schuldverschreibung oder ein für den Fiscal Agent oder die Zahlstelle zufrieden stellender Nachweis darüber beigefügt sein, dass die Schuldverschreibung nach der Übergabe der Ausübungserklärung in seinem bzw. ihrem Auftrag oder unter seiner bzw. ihrer Aufsicht gehalten wird. Ist die betreffende Schuldverschreibung durch eine Globalurkunde oder durch eine über ein Clearing System gehaltene Einzelurkunde verbrieft, so muss der Gläubiger der Schuldverschreibungen zur Ausübung dieses Wahlrechts den Fiscal Agent oder die andere Zahlstelle innerhalb des Kündigungszeitraums von der Ausübung nach Maßgabe der Standardverfahren des betreffenden Clearing Systems in einer für dieses Clearing System jeweils annehmbaren Form in Kenntnis setzen (wobei diese Verfahren vorsehen können, dass der Fiscal Agent oder die andere Zahlstelle auf Weisung des Gläubigers der Schuldverschreibungen von dem Clearing System oder einer gemeinsamen Verwahrstelle in elektronischer Form über die Ausübung des Wahlrechts in Kenntnis gesetzt wird) und, wenn die Schuldverschreibung durch eine Globalurkunde verbrieft ist, zeitgleich dem Fiscal Agent oder der anderen Zahlstelle die betreffende Globalurkunde zur Eintragung der entsprechenden Vermerke vorlegen bzw. die Vorlage veranlassen.

Die Ausübung des Wahlrechts kann nicht widerrufen werden und die hinterlegte Schuldverschreibung kann nicht zurückgenommen werden, es sei denn, es tritt vor dem Tag, an dem die Schuldverschreibung zur Rückzahlung fällig wird, ein Kündigungsgrund ein und dauert an. In diesem Fall kann der betreffende Gläubiger der Schuldverschreibungen nach seiner Wahl durch Mitteilung an die Emittentin eine Rücknahme der gemäß dieser Ziffer erfolgten Mitteilung erklären und stattdessen die betreffende Schuldverschreibung gemäß § [9] unverzüglich fällig und zahlbar stellen.]

**IM FALL VON
TARN-
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

[(4)] *Automatische Rückzahlung.* Sollte der gemäß § 3(3) für eine Schuldverschreibung und eine Zinsperiode ermittelte Zinsbetrag **im Fall von TARN-Schuldverschreibungen, die eine Zinsobergrenze vorsehen, gilt Folgendes:** ohne Berücksichtigung von § 3(1)] dazu führen, dass der Gesamtzinsbetrag einen Betrag in Höhe von [●] Prozent des Nennbetrags der betreffenden Schuldverschreibung (der „**Zielzins**“) [erreicht oder] überschreitet (das „**Zielzinsereignis**“), so werden die

Schuldverschreibungen zum Rückzahlungsbetrag an dem Zinszahltag, an dem das Zielzinsereignis eingetreten ist, insgesamt, jedoch nicht teilweise zurückgezahlt (der „**Tag der Automatischen Rückzahlung**“).

**IM FALL VON
NACHRANGIGEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

[(5)] *Vorzeitige Rückzahlung aus regulatorischen Gründen.* Die Schuldverschreibungen können jederzeit insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin und vorbehaltlich der vorherigen Zustimmung der zuständigen Aufsichtsbehörde mit einer Kündigungsfrist von nicht weniger als [30] [●] und nicht mehr als [60] [●] Tagen vorzeitig gekündigt und zum Vorzeitigen Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag (ausschließlich) aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin nach ihrer eigenen Einschätzung (i) die Schuldverschreibungen nicht vollständig für Zwecke der Eigenmittelausstattung als Ergänzungskapital (Tier 2) nach Maßgabe der anwendbaren Vorschriften anrechnen darf aus anderen Gründen als einer Amortisierung gemäß Art. 64 der Verordnung (EU) Nr. 575/2013 des europäischen Parlaments und des Rates vom 26. Juni 2013 über Aufsichtsanforderungen an Kreditinstitute und Wertpapierfirmen und zur Änderung der Verordnung (EU) Nr. 646/2012 (CRR), oder (ii) in sonstiger Weise im Hinblick auf die Schuldverschreibungen einer weniger günstigen regulatorischen Eigenmittelbehandlung unterliegt als am Begebungstag.

Die Kündigung gemäß diesem Absatz [(5)] erfolgt nur nachdem die Emittentin die Zustimmung der zuständigen Aufsichtsbehörde erhalten hat durch Mitteilung gemäß § [12]. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin und den Grund für die Kündigung nennen.

**FALLS
RÜCKZAHLUNG
WEGEN
RECHTSWIDRIG-
KEIT ANWENDBAR
IST, GILT
FOLGENDES:**

[(6)] *Rückzahlung wegen Rechtswidrigkeit.* Stellt die Berechnungsstelle nach Treu und Glauben fest, dass die Erfüllung der Verpflichtungen der Emittentin aus den Schuldverschreibungen oder die zur Absicherung der Verpflichtungen der Emittentin aus den Schuldverschreibungen getroffenen Vereinbarungen aufgrund der Einhaltung von gegenwärtigen oder zukünftigen Gesetzen, Rechtsnormen, Vorschriften, Urteilen, Anordnungen oder Anweisungen einer Regierungs-, Verwaltungs-, Gesetzgebungs- oder Gerichtsbehörde oder -stelle oder deren Auslegung ganz oder teilweise rechtswidrig oder in sonstiger Weise verboten sind oder werden, kann die Emittentin die Schuldverschreibungen durch (unwiderrufliche) Mitteilung an die Gläubiger der Schuldverschreibungen gemäß § [12] mit einer Frist von mindestens 10 und höchstens dreißig Tagen nach Ablauf dieser Frist insgesamt, jedoch nicht teilweise zurückzahlen, wobei jede Schuldverschreibung zum Vorzeitigen Rückzahlungsbetrag einschließlich etwaiger bis zum Rückzahlungstag (ausschließlich) aufgelaufener Zinsen zurückzuzahlen ist.]

[(7)] *Vorzeitiger Rückzahlungsbetrag.* Der vorzeitige Rückzahlungsbetrag jedes Nennbetrags von Schuldverschreibungen in Höhe **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** der Festgelegten Stückelung] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** des Berechnungsbetrags] (der „**Vorzeitige Rückzahlungsbetrag**“) entspricht [dem Nennbetrag plus aufgelaufener Zinsen] [dem Rückzahlungsbetrag] [[●] % der Festgelegten Stückelung] [dem angemessenen Marktpreis] [(einschließlich aufgelaufener, aber unbezahlter Zinsen)] [abzüglich Abwicklungskosten bei Vorzeitiger Rückzahlung]. **[falls angemessener Marktpreis anwendbar ist, gilt**

Folgendes: [Der angemessene Marktpreis wird von der Berechnungsstelle [nach billigem Ermessen] festgestellt.] Die finanzielle Situation der Emittentin wird für die Berechnung des angemessenen Marktpreises nicht berücksichtigt; es ist für Zwecke der Berechnung des angemessenen Marktpreises anzunehmen, dass die Emittentin in der Lage ist, ihre Verpflichtungen aus den Schuldverschreibungen vollständig zu erfüllen.]

[Falls Abwicklungskosten bei Vorzeitiger Rückzahlung zur Berechnung des Vorzeitigen Rückzahlungsbetrags verwendet werden, gilt Folgendes: „Abwicklungskosten bei Vorzeitiger Rückzahlung“ bezeichnet [festgelegten Betrag]/[falls „Standard-Abwicklungskosten bei Vorzeitiger Rückzahlung“ gelten, gilt Folgendes: einen von der Berechnungsstelle festgelegten Betrag in Höhe der Summe sämtlicher der Emittentin im Zusammenhang mit der Rückzahlung der Schuldverschreibungen und der damit zusammenhängenden Kündigung, Glattstellung oder Wiederaufnahme einer Hedge-Position oder eines damit verbundenen Handelsbestands entstandener Kosten, Auslagen (einschließlich Refinanzierungsverlusten), Steuern und Abgaben (wobei keine Beträge doppelt berücksichtigt werden dürfen), wobei dieser Betrag anteilig auf [im Fall von Deutschen Schuldverschreibungen gilt Folgendes: jeden Nennbetrag der Schuldverschreibungen in der Festgelegten Stückelung] [im Fall von Englischen Schuldverschreibungen gilt Folgendes: jeden Nennbetrag der Schuldverschreibungen, der dem Berechnungsbetrag entspricht] aufzuteilen ist].]

§ [6] AGENTS

- (1) *Bestellung.* Der Fiscal Agent [[,] [und] die Zahlstelle[n] [,] [und] [die Berechnungsstelle]] und [seine][ihre] [jeweilige[n]] Geschäftsstelle[n] [ist] [sind]:

Fiscal Agent: **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** [Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Tausanlange 12
60325 Frankfurt am Main
Deutschland] [●]]

[im Fall von Englischen Schuldverschreibungen gilt Folgendes:
[Deutsche Bank AG, Filiale London
Winchester House
1 Great Winchester Street
London EC2N 2DB
Vereinigtes Königreich][●]]

(der „Fiscal Agent“)

Zahlstelle[n]: [Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Tausanlange 12
60325 Frankfurt am Main
Deutschland]

[Deutsche Bank AG, Filiale London
Winchester House
1 Great Winchester Street
London EC2N 2DB
Vereinigtes Königreich]

[Deutsche Bank Luxembourg S.A.
2 boulevard Konrad Adenauer
L-1115 Luxemburg
Luxemburg]

[Im Fall von Schuldverschreibungen, die an der SIX Swiss Exchange notiert sind, gilt Folgendes:

Deutsche Bank AG, Filiale Zürich
Uraniastrasse 9
Postfach 3604
8021 Zürich
Schweiz

(die „Schweizer Zahlstelle“)]

([jeweils einzeln eine] [die] „Zahlstelle“ [und zusammen die „Zahlstellen“]).

[Falls der Fiscal Agent als Berechnungsstelle bestellt werden soll, gilt Folgendes: Der Fiscal Agent handelt auch als Berechnungsstelle (die „Berechnungsstelle“).]

[Falls eine Berechnungsstelle bestellt werden soll, die nicht der Fiscal Agent ist, gilt Folgendes: Die Berechnungsstelle und ihre anfänglich bezeichnete Geschäftsstelle sind:

[Namen und bezeichnete Geschäftsstelle](die „Berechnungsstelle“)]

Der Fiscal Agent [,] [und] [die Zahlstelle[n]][,] [und] [die Berechnungsstelle] [behält] [behalten] sich das Recht vor, jederzeit [seine] [ihre] [jeweilige[n]] Geschäftsstelle[n] durch eine andere Geschäftsstelle zu ersetzen.

- (2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agent[.] [oder] [der] [einer] Zahlstelle] [oder] [der Berechnungsstelle] zu ändern oder zu beenden und einen anderen Fiscal Agent [oder eine andere oder zusätzliche Zahlstellen] [oder] [eine andere Berechnungsstelle] zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (a) einen Fiscal Agent **[im Fall von Schuldverschreibungen, die an einer Börse zum Handel zugelassen oder im amtlichen Handel notiert sind, gilt Folgendes:.,] [und] (b)** solange die Schuldverschreibungen an der **[Namen der Börse]** zum Handel zugelassen oder im Amtlichen Handel notiert sind, eine Zahlstelle (die der Fiscal Agent sein kann) mit einer Geschäftsstelle in **[Sitz der Börse]** und/oder an solchen anderen Orten unterhalten, wie nach den Regeln der Börse oder den Vorschriften einer anderen maßgeblichen Behörde verlangt **[im Fall von Zahlungen in US-Dollar gilt Folgendes:.,] [und] [(c),** falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten (wie in § 4(3) definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung

oder des Empfangs der entsprechenden Beträge in US-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit Geschäftsstelle in den Vereinigten Staaten unterhalten] **[falls eine Berechnungsstelle bestellt werden soll, gilt Folgendes:** und [(d)] eine Berechnungsstelle unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem diese bzw. dieser sofort wirksam wird), sofern dies den Gläubigern der Schuldverschreibungen gemäß § [12] unter Einhaltung einer Frist von mindestens dreißig und höchstens fünfundvierzig Tagen vorab mitgeteilt worden ist.

- (3) Beauftragte *der Emittentin*. Der Fiscal Agent [,] [und] die Zahlstelle[n][,] [und] [die Berechnungsstelle] handeln ausschließlich als Beauftragte der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern der Schuldverschreibungen [,] [oder] [Inhabern von Zinsscheinen] [oder] [Inhabern von Rückzahlungsscheinen] und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet. Das Agency Agreement enthält Bestimmungen, nach denen jede Rechtsperson, auf die eine beauftragte Stelle verschmolzen oder in die diese umgewandelt wird oder mit der sie sich zusammenschließt oder auf die sie alle oder im Wesentlichen alle ihrer Vermögensgegenstände überträgt, der Nachfolger dieser Beauftragten werden kann.

§ [7] STEUERN

IM FALL VON SCHULDVER-SCHREIBUNGEN, BEI DENEN KEIN AUSGLEICH FÜR QUELLEN-STEUERN VORGESEHEN IST, GILT FOLGENDES:

Alle in Bezug auf die Schuldverschreibungen zahlbaren Beträge werden unter Abzug oder Einbehalt von Steuern, Abgaben oder staatlicher Gebühren gleich welcher Art gezahlt, falls der Abzug oder Einbehalt gesetzlich vorgeschrieben ist (unter anderem gemäß den Vorschriften einer in Abschnitt 1471(b) des US-Bundessteuergesetzes (*United States Internal Revenue Code*) von 1986 (das „Gesetz“) beschriebenen Vereinbarung oder gemäß anderweitig in den Abschnitten 1471 bis 1474 des Gesetzes sowie gemäß sämtlichen Vorschriften oder Vereinbarungen bzw. offiziellen Auslegungen dieser Abschnitte („**FATCA-Abkommen**“) oder nach Maßgabe eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen auferlegten Verpflichtungen).

IM FALL VON SCHULDVER-SCHREIBUNGEN, BEI DENEN EIN AUSGLEICH VON QUELLEN-STEUERN VORGESEHEN IST, GILT FOLGENDES:

- (1) *Quellensteuern und Zusätzliche Beträge*. Alle in Bezug auf die Schuldverschreibungen zahlbaren Beträge sind ohne Abzug oder Einbehalt von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder staatlichen Gebühren gleich welcher Art zu leisten, die (i) [von oder in der Bundesrepublik Deutschland] [vom oder im Vereinigten Königreich] [von oder in Portugal] [von oder in Spanien] [von oder in Australien] [von oder in **[Staat, in dem sich eine andere emittierende Filiale befindet,]]**] oder für deren Rechnung oder von oder für Rechnung einer dort zur Steuererhebung ermächtigten Gebietskörperschaft oder Behörde oder (ii) gemäß den Vorschriften einer in Abschnitt 1471(b) des US-Bundessteuergesetzes (*United States Internal Revenue Code*) von 1986 (das „Gesetz“) beschriebenen Vereinbarung oder gemäß anderweitig in den Abschnitten 1471 bis 1474 des Gesetzes sowie gemäß sämtlichen Vorschriften oder Vereinbarungen bzw. offiziellen Auslegungen dieser Abschnitte („**FATCA-Abkommen**“) oder nach Maßgabe eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf

FATCA auferlegten Verpflichtungen auferlegt, erhoben oder eingezogen werden („**Quellensteuern**“), es sei denn, dieser Abzug oder Einbehalt ist gesetzlich vorgeschrieben (unter anderem gemäß den Vorschriften einer in Abschnitt 1471(b) des Gesetzes beschriebenen Vereinbarung oder gemäß anderweitig nach Maßgabe des FATCA-Abkommens sowie nach Maßgabe eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen auferlegten Verpflichtungen).

In diesem letzteren Fall wird die Emittentin im weitesten nach geltendem Recht zulässigen Umfang diejenigen zusätzlichen Beträge (die „**Zusätzlichen Beträge**“) an Kapital und Zinsen zahlen, die erforderlich sind, damit die den Gläubigern der Schuldverschreibungen zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern der Schuldverschreibungen empfangen worden wären. Solche **Zusätzlichen Beträge** sind jedoch nicht zahlbar in Bezug auf Steuern, Abgaben oder amtliche Gebühren, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers der Schuldverschreibungen handelnden Person zu entrichten sind oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin von den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt, oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers der Schuldverschreibungen [zur Bundesrepublik Deutschland] [zum Vereinigten Königreich] [zu Portugal] [zu Spanien] [zu Australien] [zu **Staat, in dem sich eine andere emittierende Filiale befindet,**] zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen [in der Bundesrepublik Deutschland] [im Vereinigten Königreich] [in Australien] [in **Staat, in dem sich eine andere emittierende Filiale befindet,**] stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind, oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union bezüglich der Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der [die Bundesrepublik Deutschland] [das Vereinigte Königreich] [Portugal] [Spanien] [Australien] [**Staat, in dem sich eine andere emittierende Filiale befindet,**] oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die der Umsetzung dieser Richtlinie, Verordnung oder Vereinbarung dient, dieser entspricht oder zur Anpassung an diese Richtlinie, Verordnung oder Vereinbarung eingeführt wurde, abzuziehen oder einzubehalten sind, oder
- (d) aufgrund der Vorschriften einer in Abschnitt 1471(b) des Gesetzes beschriebenen Vereinbarung oder anderweitig nach Maßgabe des FATCA-Abkommens auferlegter Verpflichtungen oder eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen vorgeschrieben sind; oder
- (e) später als dreißig Tage nach dem Maßgeblichen Tag (wie

nachstehend definiert) zur Zahlung vorgelegt werden, außer soweit ein Gläubiger der Schuldverschreibungen bei deren Vorlage am letzten Tag des dreißigtägigen Zeitraums Anspruch auf zusätzliche Beträge gehabt hätte, wobei davon ausgegangen wird, dass dieser ein Geschäftstag war, oder

- (f) die in Bezug auf eine Schuldverschreibung einbehalten oder abgezogen werden, die von einem Gläubiger der Schuldverschreibungen oder für diesen zur Zahlung vorgelegt wird, der diesen Einbehalt oder Abzug durch Vorlage der betreffenden Schuldverschreibung bei einer anderen Zahlstelle in einem Mitgliedstaat der Europäischen Union hätte vermeiden können.
- (g) von einer Zahlstelle abgezogen oder einbehalten werden, wenn eine andere Zahlstelle die Zahlung ohne einen solchen Abzug oder Einbehalt hätte leisten können, oder
- (h) nicht zu entrichten wären, wenn die Schuldverschreibungen bei einem Kreditinstitut verwahrt und die Zahlungen von diesem eingezogen worden wären, oder
- (i) aufgrund einer Rechtsänderung oder einer Änderung in der Rechtsanwendung zahlbar sind, die später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Mitteilung gemäß § [12] wirksam wird[.]; oder]

[im Fall von Schuldverschreibungen, die durch die Filiale Sydney emittiert werden, gilt Folgendes:

- (j) zahlbar sind, weil der Gläubiger der Schuldverschreibungen eine der Emittentin nahe stehende Person (*associate*) im Sinne von Section 128F (6) des australischen Gesetzes über die Veranlagung zur Einkommensteuer von 1936 ist]

- (2) **Vorzeitige Kündigung.** Falls infolge einer am oder nach dem **[Tag der Begebung der ersten Tranche dieser Serie von Schuldverschreibungen]** wirksam werdenden Änderung oder Ergänzung der [in Deutschland] [im Vereinigten Königreich] [in Portugal] [in Spanien] [in Australien] [in **[Staat, in dem sich eine andere emittierende Filiale befindet,]** oder in den Vereinigten Staaten geltenden Rechtsvorschriften oder einer vor diesem Zeitpunkt nicht allgemein bekannten Anwendung oder amtlichen Auslegung solcher Rechtsvorschriften Quellensteuern auf die Zahlung von Kapital oder Zinsen der Schuldverschreibungen anfallen oder anfallen werden und die Quellensteuern wegen der Verpflichtung zur Zahlung zusätzlicher Beträge gemäß Absatz (1) der Emittentin zur Last fallen, ist die Emittentin berechtigt, die ausstehenden Schuldverschreibungen **[im Fall von Nachrangigen Schuldverschreibungen gilt Folgendes:**, vorbehaltlich der vorherigen Zustimmung der zuständigen Aufsichtsbehörden,] ganz, jedoch nicht teilweise unter Einhaltung einer Kündigungsfrist von mindestens 30 Tagen jederzeit zu ihrem Vorzeitigen Rückzahlungsbetrag zuzüglich bis zum vorgesehenen Rückzahlungstag aufgelaufener Zinsen zurückzuzahlen. Eine solche Kündigung darf jedoch nicht früher als neunzig Tage vor dem Zeitpunkt erfolgen, an dem die Emittentin erstmals Quellensteuern einbehalten oder zahlen müsste, falls eine Zahlung in Bezug auf die

Schuldverschreibungen dann geleistet würde.

- (3) *Mitteilung.* Die Kündigung erfolgt durch Mitteilung gemäß § [12]. Sie ist unwiderruflich und muss den vorgesehenen Rückzahlungstag sowie in zusammenfassender Form die Tatsachen angeben, die das Kündigungsrecht begründen.
- (4) *Sitzverlegung der Emittentin.* Für den Fall einer Sitzverlegung der Emittentin in ein anderes Land, Territorium oder Hoheitsgebiet gelten die vorstehenden Bestimmungen mit der Maßgabe, dass sich jede Nennung des Sitzlandes der Emittentin vom Zeitpunkt der Sitzverlegung an als Bezugnahme auf dieses andere Land, Territorium oder Hoheitsgebiet versteht.

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN
MIT QUELLEN-
STEUERAUS-
GLEICH UND
EINER GARANTIE
DER DEUTSCHE
BANK AG, FILIALE
NEW YORK, GILT
FOLGENDES:**

- (5) *Zahlung ohne Einbehalt.* Sämtliche Zahlungen in Bezug auf die Garantie durch oder für die Garantin erfolgen ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder künftigen Steuern, Abgaben, Veranlagungen oder behördlichen Lasten gleich welcher Art („**Steuern**“), die (i) von einer Maßgeblichen Rechtsordnung oder für eine Maßgebliche Rechtsordnung oder (ii) gemäß den Vorschriften einer in Abschnitt 1471(b) des US-Bundessteuergesetzes (*United States Internal Revenue Code*) von 1986 (das „**Gesetz**“) beschriebenen Vereinbarung oder gemäß anderweitig in den Abschnitten 1471 bis 1474 des Gesetzes sowie gemäß sämtlichen Vorschriften oder Vereinbarungen bzw. offiziellen Auslegungen dieser Abschnitte („**FATCA-Abkommen**“) oder nach Maßgabe eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf FATCA auferlegten Verpflichtungen auferlegt oder erhoben werden, es sei denn, der Einbehalt oder Abzug der Steuern ist gesetzlich vorgeschrieben (unter anderem gemäß den Vorschriften einer in Abschnitt 1471(b) des Gesetzes beschriebenen Vereinbarung oder gemäß anderweitig nach Maßgabe des FATCA-Abkommens sowie nach Maßgabe eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen auferlegten Verpflichtungen). In diesem Fall wird die Emittentin vorbehaltlich der nachstehenden Ausnahmen und Beschränkungen die zusätzlichen Beträge zahlen, die erforderlich sind, damit die an die Gläubiger der Schuldverschreibungen gezahlten Nettobeträge nach einem solchen Abzug oder Einbehalt denjenigen Beträgen entsprechen, den die Gläubiger der Schuldverschreibungen ohne einen solchen Einbehalt oder Abzug in Bezug auf die Garantie erhalten hätten. Die Verpflichtung der Emittentin zur Zahlung solcher zusätzlichen Beträge besteht jedoch nicht in Bezug auf:
 - (a) jedwede Steuern, Veranlagungen oder andere behördliche Lasten, welche allein aufgrund des Umstands erhoben werden, dass (A) eine Beziehung zwischen einem Gläubiger der Schuldverschreibungen (oder einem Treuhänder, Treugeber oder Berechtigten in Bezug auf die gehaltenen Schuldverschreibungen oder einer Person, die hinsichtlich der gehaltenen Schuldverschreibungen verfügungsbefugt ist, sofern es sich bei dem Gläubiger der Schuldverschreibungen um eine Vermögensmasse (*Estate*) oder ein Treuhandvermögen (*Trust*) handelt, oder einem Gesellschafter oder Aktionär dieses Gläubigers der Schuldverschreibungen, sofern es sich bei dem Gläubiger der Schuldverschreibungen um eine Personen- oder Kapitalgesellschaft handelt) und den Vereinigten Staaten besteht oder bestand (ausgenommen die reine Anspruchsberechtigung in Bezug auf die Garantie), wobei diese Beziehung unter

anderem darin bestehen kann, dass der betreffende Gläubiger (bzw. Treuhänder, Treugeber, Berechtigte, Verfügungsberechtigte, Gesellschafter oder Aktionär) ein Staatsbürger der Vereinigten Staaten ist oder war oder dort ansässig ist oder war, dort ein Gewerbe oder Geschäft betreibt oder betrieben hat, sich dort aufhält oder aufgehalten hat oder dort eine Betriebsstätte unterhält oder unterhalten hat, oder dass (B) der betreffende Gläubiger der Schuldverschreibungen den Status einer Holdinggesellschaft ohne aktive Geschäftstätigkeit (*personal holding company*), einer ausländischen privaten Stiftung (*foreign private foundation*) oder eines sonstigen ausländischen Unternehmens, das in den Vereinigten Staaten keiner Besteuerung unterliegt oder einer Gesellschaft, die Gewinnthesaurierungen vornimmt, um die auf US-Bundesebene erhobene Einkommensteuer zu vermeiden, hat oder hatte, oder

- (b) jedwede Nachlass-, Erbschaft-, Schenkung-, allgemeine Umsatz-, Verkehr-, Verbrauch-, Vermögensteuer (*wealth tax*) oder Steuer auf bewegliches Vermögen (*personal property tax*) oder vergleichbare Steuern, Veranlagungen oder andere staatliche Gebühren, oder
- (c) jedwede Steuern, Veranlagungen oder andere staatliche Gebühren, die allein aufgrund eines der nachfolgend aufgeführten Umstände erhoben werden:
 - (i) der Vorlage einer Garantie durch den jeweiligen Gläubiger der Schuldverschreibungen zur Zahlung später als fünfzehn Tage nach dem Maßgeblichen Tag, oder
 - (ii) einer Änderung von Gesetzen oder Vorschriften oder Auslegungen einer Verwaltungsbehörde oder eines Gerichts, die später als 30 Tage nach Fälligwerden der betreffenden Zahlung oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung des Zahlungsbetrags in Kraft tritt, oder
- (d) jedwede Steuern, Veranlagungen oder andere staatliche Gebühren, die auf andere Weise erhoben werden als im Wege des Abzugs von Zahlungen aus der Garantie oder des Einbehalts auf solche Zahlungen, oder
- (e) jedwede Steuern, Veranlagungen oder andere staatliche Gebühren, welche von einer Zahlstelle von Zahlungen aus der Garantie in Abzug zu bringen sind oder auf solche Zahlungen einzubehalten sind, wenn diese Zahlung bei Vorlage der betreffenden Schuldverschreibung bei einer anderen Zahlstelle ohne einen solchen Abzug oder Einbehalt vorgenommen kann, oder
- (f) jedwede Steuern, Veranlagungen oder andere staatliche Gebühren, welche allein aufgrund des Umstands erhoben werden, dass ein Gläubiger der Schuldverschreibungen oder ein wirtschaftlich Berechtigter einer Schuldverschreibung, sein Beauftragter oder ein Finanzinstitut, über das der Gläubiger oder wirtschaftlich Berechtigte die Schuldverschreibungen hält bzw. halten oder über das Zahlungen auf die Schuldverschreibungen

geleistet werden, es unterlassen hat, (1) die Bestätigungs-, Dokumentations-, Offenlegungs- oder sonstigen Meldepflichten oder Vereinbarungen betreffend US-Konten, die von dem Gläubiger oder wirtschaftlich Berechtigten (oder dem betreffenden Finanzinstitut) unterhalten werden, einschließlich aufgrund des Haltens der Schuldverschreibungen, hinsichtlich der Staatsangehörigkeit, des Wohn- bzw. Firmensitzes oder der Identität eines Gläubigers der Schuldverschreibungen oder wirtschaftlich Berechtigten einer Schuldverschreibung (bzw. des betreffenden Finanzinstituts) oder hinsichtlich dessen Beziehung zu den Vereinigten Staaten oder eine im Wesentlichen ähnlichen Vorschrift oder Vereinbarung, einschließlich einer in Abschnitt 1471(b) des Gesetzes beschriebenen Vereinbarung oder anderweitig nach Maßgabe des FATCA-Abkommens oder eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen auferlegter Verpflichtungen, zu erfüllen, soweit die Erfüllung dieser Pflichten kraft eines Gesetzes oder einer Vorschrift der Vereinigten Staaten oder einer Gebietskörperschaft oder Steuerbehörde der Vereinigten Staaten oder eines anwendbaren Einkommensteuer-Abkommens, das die Vereinigten Staaten abgeschlossen haben, oder kraft einer im Wesentlichen ähnlichen Vorschrift oder Vereinbarung, einschließlich einer in Abschnitt 1471(b) des Gesetzes beschriebenen Vereinbarung oder anderweitig nach Maßgabe des FATCA-Abkommens oder eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen auferlegter Verpflichtungen, als Voraussetzung für eine Erleichterung hinsichtlich solcher Steuern, Veranlagungen oder anderen behördlichen Lasten (einschließlich Sicherungssteuer (*back-up withholding*)) oder eine Befreiung davon vorgeschrieben ist, oder (2) alle sonstigen Bestätigungs-, Dokumentations-, Melde- oder ähnlichen Pflichten nach dem US-Einkommensteuerrecht zu erfüllen, welche einen Anspruch auf anderweitig anwendbare Erleichterungen hinsichtlich solcher Steuern, Veranlagungen oder anderen behördlichen Lasten oder eine Befreiung hiervon begründen, oder

- (g) jedwede Steuern, Veranlagungen oder andere staatliche Gebühren, die auf Zahlungen an einen Gläubiger erhoben werden, der 10 Prozent oder mehr der gesamten Stimmrechte sämtlicher Gattungen von Aktien der Emittentin tatsächlich (unmittelbar oder mittelbar) hält oder so behandelt wird, oder bei dem es sich um ein Zinseinnahmen erzielendes Kreditinstitut im Sinne von Abschnitt 881(c)(3)(A) des US-Bundessteuergesetzes (*United States Internal Revenue Code*) von 1986 in seiner jeweils geltenden Fassung oder um ein durch Kapitalbeteiligung mit der Emittentin verbundenes ausländisches Konzernunternehmen handelt, oder
- (h) Zahlungen aus der Garantie an einen Gläubiger der Schuldverschreibungen, bei dem es sich um einen Treuhänder oder eine Personengesellschaft handelt oder bei dem es sich nicht um den alleinigen wirtschaftlich Berechtigten dieser Zahlung handelt, soweit ein Berechtigter oder Treugeber in Bezug auf den Treuhänder oder ein Gesellschafter einer solchen Personengesellschaft oder ein wirtschaftlich Berechtigter keinen Anspruch auf Erhalt der zusätzlichen Zinszahlungen gehabt

hätte, wenn er der Gläubiger der betreffenden Schuldverschreibung gewesen wäre, oder

- (i) jedwede Abzüge oder Einbehalte gemäß (i) einer Richtlinie oder Verordnung der Europäischen Union bezüglich der Besteuerung von Zinseinkünften, oder (ii) einem internationalem Vertrag oder einer internationalen Vereinbarung bezüglich einer solchen Besteuerung, dessen bzw. deren Partei (x) die Vereinigten Staaten und (y) die Europäische Union und/oder [Deutschland] [das Vereinigte Königreich] [Italien] [Portugal] [Spanien] [Australien] [Staat, in dem sich eine andere emittierende Filiale befindet,] ist, oder (iii) einer rechtlichen Bestimmung, die eine solche Richtlinie, Verordnung oder Vereinbarung bzw. einen solchen Vertrag umsetzt oder der Durchsetzung dient; oder
 - (j) Zahlungen, die aufgrund des Eintritts mehrerer der in den vorstehenden Absätzen (a) bis (i) genannten Umstände zusammen zu leisten wären.
- (6) Auslegung. In diesem § [7] bezeichnet:
- (a) „**Maßgeblicher Tag**“ den Tag, an dem die betreffende Zahlung erstmals fällig wird, wobei dieser Begriff jedoch in dem Fall, dass der Fiscal Agent den gesamten zu zahlenden Betrag nicht an oder vor dem jeweiligen Fälligkeitstag erhalten hat, den Tag bezeichnet, an dem nach Eingang des gesamten zu zahlenden Betrags bei dem Fiscal Agent eine entsprechende Mitteilung gemäß § [12] an die Gläubiger der Schuldverschreibungen ergangen ist, und
 - (b) „**Maßgebliche Rechtsordnung**“ die Vereinigten Staaten von Amerika oder eine Gebietskörperschaft oder Behörde der Vereinigten Staaten von Amerika, die zur Erhebung von Steuern berechtigt ist, oder einen anderen Staat oder eine Gebietskörperschaft oder Behörde dieses anderen Staates, die zur Erhebung von Steuern berechtigt ist, in Bezug auf welche die Emittentin hinsichtlich von ihr geleisteter Zahlungen von Kapital und Zinsen auf die Schuldverschreibungen einer Steuerpflicht unterliegt.
- (7) *Zusätzliche Beträge*. In diesen Bedingungen enthaltene Bezugnahmen auf Beträge in Bezug auf die Schuldverschreibungen [oder die Garantie] schließen sämtliche zusätzlichen Beträge mit ein, die gemäß dieser Bedingung zahlbar sind.

§ [8] VERJÄHRUNG

**IM FALL VON
DEUTSCHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre abgekürzt.

IM FALL VON

- (1) *Verjährung*. Die Schuldverschreibungen[,] [und] [Zinsscheine] [und]

**ENGLISCHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

[Rückzahlungsscheine] werden ungültig, wenn sie nicht innerhalb eines Zeitraums von zehn Jahren (bei Kapital) und fünf Jahren (bei Zinsen) nach dem Maßgeblichen Tag zur Zahlung vorgelegt werden.

- (2) *Ersetzung.* Sollte eine Schuldverschreibung[,] [oder] [ein Zinsschein] [,] [oder] [ein Rückzahlungsschein] [oder ein Talon] verloren gehen, gestohlen, beschädigt, unleserlich gemacht oder zerstört werden, kann er bei der Geschäftsstelle **[im Fall von Schuldverschreibungen, Rückzahlungsscheinen oder Zinsscheinen: des Fiscal Agent] [im Fall von Schuldverschreibungen, die an der Luxemburger Börse zum Handel zugelassen oder im Amtlichen Handel notiert sind, gilt Folgendes:** der Zahlstelle in Luxemburg] ersetzt werden; dabei hat der Antragsteller alle in diesem Zusammenhang möglicherweise entstehenden Kosten und Auslagen zu tragen und alle nach billigem Ermessen von der Emittentin verlangten Bedingungen hinsichtlich des Nachweises und der Schadloshaltung zu erfüllen. Beschädigte oder unleserlich gemachte Schuldverschreibungen [,] [oder] [Zinsscheine] [,] [oder] [Rückzahlungsscheine] [oder Talons] müssen erst eingereicht werden, bevor Ersatzurkunden ausgegeben werden.
- (3) *Zinsscheinbögen.* Zinsscheinbögen, die im Austausch gegen Talons ausgegeben werden, enthalten weder Zinsscheine, bezüglich welcher der Zahlungsanspruch gemäß diesem § [8] oder § 4 ungültig wäre, noch Talons, die gemäß § 4 ungültig wären.

Für die Zwecke dieses § [8] bezeichnet „**Maßgeblicher Tag**“ den Tag, an dem die betreffende Zahlung erstmals fällig wird, wobei dieser Begriff jedoch in dem Fall, dass der Fiscal Agent die volle Summe der zu zahlenden Beträge nicht an oder vor dem jeweiligen Fälligkeitstag erhalten hat, den Tag bezeichnet, an dem nach Eingang der vollen Summe der zu zahlenden Beträge bei dem Fiscal Agent eine entsprechende Mitteilung gemäß § [12] an die Gläubiger der Schuldverschreibungen ergangen ist.

[Falls die Schuldverschreibungen mit Talons begeben werden, gilt Folgendes: An oder nach dem [Zinszahltag] [Zinsperiodenendtag], an dem der letzte Zinsschein eines Zinsscheinbogens fällig wird, kann der im Zinsscheinbogen enthaltene Talon vorbehaltlich der Bestimmungen dieses § [8] bei dem Fiscal Agent oder einer anderen Zahlstelle im Austausch gegen einen weiteren Zinsscheinbogen eingereicht werden, welcher einen weiteren Talon enthält (vorausgesetzt, dieser weitere Zinsscheinbogen enthält keine Zinsscheine, die bis zum letzten Termin (einschließlich) für die Zahlung von Zinsen auf die zugehörige Schuldverschreibung laufen).]

**IM FALL VON
NICHT
NACHRANGIGEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

**§ [9]
KÜNDIGUNGSGRÜNDE**

- (1) *Kündigungsgründe.* Jeder Gläubiger der Schuldverschreibungen ist berechtigt, seine Schuldverschreibungen zu kündigen und deren sofortige Tilgung zu ihrem Vorzeitigen Rückzahlungsbetrag (wie in § 5[(5)] definiert) zuzüglich etwaiger bis zum Tag der Rückzahlung aufgelaufener Zinsen zu verlangen, falls einer der folgenden Kündigungsgründe vorliegt:
- (a) die Emittentin [oder die Garantin] zahlt Kapital [oder Zinsen]

nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag, oder

- (b) die Emittentin [oder die Garantin] unterlässt die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen und diese Unterlassung dauert länger als 60 Tage fort, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger einer Schuldverschreibung erhalten hat, oder
- (c) die Emittentin [oder die Garantin] gibt ihre Zahlungsunfähigkeit bekannt oder stellt ihre Zahlungen ein, oder
- (d) ein Gericht in Deutschland **[im Fall von Schuldverschreibungen die durch eine Filiale außerhalb des EWR emittiert wurde, gilt Folgendes: oder [Staat, in dem sich die Filiale befindet,] [im Fall von Schuldverschreibungen, die durch Deutsche Bank AG, Filiale New York garantiert werden, gilt Folgendes:** in den Vereinigten Staaten] eröffnet ein Insolvenzverfahren gegen die Emittentin [oder die Garantin].

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

- (2) *Quorum.* In den Fällen des Absatz (1)(b) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in Absatz (1)(a), (c) oder (d) bezeichneten Kündigungsgründe vorliegt, aufgrund dessen die Gläubiger der Schuldverschreibungen zur Kündigung ihrer Schuldverschreibungen berechtigt sind, erst wirksam, wenn bei dem Fiscal Agent Kündigungserklärungen von Gläubigern der Schuldverschreibungen im Nennbetrag von mindestens einem Zehntel des Kapitalbetrags der dann ausstehenden Schuldverschreibungen eingegangen sind.
- (3) *Form der Erklärung.* Jede Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz (1), hat in der Weise zu erfolgen, dass dem Fiscal Agent eine entsprechende schriftliche Erklärung übergeben oder durch eingeschriebenen Brief übermittelt wird.

§ [10]

ERSETZUNG DER EMITTENTIN ODER DER FILIALE

- (1) *Ersetzung.* Die Emittentin (oder eine Gesellschaft, durch die diese zuvor bereits ersetzt wurde) ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger der Schuldverschreibungen eine andere Gesellschaft an ihrer Stelle als Hauptschuldnerin (die „**Nachfolgeschuldnerin**“) für alle Verpflichtungen aus und im Zusammenhang mit den Schuldverschreibungen einzusetzen, sofern
 - (a) die Nachfolgeschuldnerin alle Zahlungsverpflichtungen aus oder im Zusammenhang mit den Schuldverschreibungen übernimmt,
 - (b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen eingeholt hat und berechtigt ist, an den Fiscal Agent die zur

Erfüllung der Zahlungs- oder Lieferverpflichtungen aus den Schuldverschreibungen erforderlichen Beträge in der hierin festgelegten Währung zu zahlen, und

- (c) die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern der Schuldverschreibungen die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge **[im Fall von Nachrangigen Schuldverschreibungen gilt Folgendes: auf nachrangiger Basis]** garantiert[; und

[Im Fall von Nachrangigen Schuldverschreibungen gilt Folgendes::

- (d) eine solche Ersetzung gemäß dem nach anwendbaren Recht vorgeschriebenen Verfahren erfolgt und die zuständige Aufsichtsbehörde keine Einwände gegen eine solche Ersetzung vorgebracht hat].

Die Emittentin ist berechtigt, die Filiale, durch die sie für die Zwecke dieser Schuldverschreibungen tätig ist, durch Mitteilung an die Gläubiger der Schuldverschreibungen gemäß § [12] zu ändern, wobei in dieser Mitteilung der Tag dieser Änderung anzugeben ist und keine Änderung ohne eine entsprechende vorherige Mitteilung vorgenommen werden kann.

- (2) *Mitteilung.* Jede Ersetzung ist gemäß § [12] mitzuteilen.

- (3) *Änderung von Bezugnahmen.* Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Bedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf den Staat, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf den Staat, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. [Des Weiteren gilt im Fall einer Ersetzung Folgendes:

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
FÜR DIE EIN
AUSGLEICH FÜR
QUELLEN-
STEUERN
VORSEHEN IST,
GILT FOLGENDES:**

- [(a) in § [7] gilt eine alternative Bezugnahme auf Zahlungspflichten der Garantin aus der Garantie nach Absatz (1) dieses § [10] und hierfür eine Bezugnahme auf [Deutschland] [das Vereinigte Königreich] [Italien] [Portugal] [Spanien] [Australien] **[Land, in dem sich die emittierende Filiale befindet]** als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf den Staat, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat)[, und]

**IM FALL VON
NICHT
NACHRANGIGEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

- [(b) in § [9](1)(c) und (d) gilt eine alternative Bezugnahme auf die Emittentin in Bezug auf ihre Verpflichtungen als Garantin unter der Garantie gemäß Absatz (1) dieses § [10] als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).

§ [11]

BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF

- (1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger der Schuldverschreibungen[,] [oder] [der Inhaber von Zinsscheinen] [oder] [der Inhaber von Rückzahlungsscheinen] weitere Schuldverschreibungen mit gleicher Ausstattung oder gegebenenfalls mit gleicher Ausstattung mit Ausnahme des Tages der Begebung, des Betrags und des Tages der ersten Zinszahlung, des Beginns des Zinslaufs und/oder des Ausgabepreises in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.
- (2) *Ankauf und Entwertung.* **[Im Fall von Nachrangigen Schuldverschreibungen gilt Folgendes:** Vorbehaltlich § 2 und nur wenn und soweit der Kauf nicht aufgrund anwendbarer Eigenkapitalvorschriften unzulässig ist, ist die] [Die] Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder zur Entwertung bei dem Fiscal Agent eingereicht werden.

§ [12] MITTEILUNGEN

FALLS
„VERÖFFENT-
LICHUNG“
ANWENDBAR IST,
GILT FOLGENDES:

- [(1) *Veröffentlichung.*] [Vorbehaltlich der Bestimmungen des **[im Fall von nicht nachrangigen Schuldverschreibungen gilt Folgendes: § [9](3)]** [und des] [nachstehenden Absatz (2)] sind alle] [Alle] die Schuldverschreibungen betreffenden Mitteilungen [sind] im Bundesanzeiger **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** und in einer führenden englischsprachigen Tageszeitung mit allgemeiner Verbreitung in London, voraussichtlich der [Financial Times in London] **[gegebenenfalls andere Zeitung]** zu veröffentlichen. Jede derartige Mitteilung gilt [am Tag ihrer] [●] Veröffentlichung (oder bei mehreren Veröffentlichungen [am Tag der] [●] ersten solchen Veröffentlichung) als wirksam erfolgt.

[Im Fall von Schuldverschreibungen, die an der Luxemburger Börse zum Handel am geregelten Markt zugelassen oder im amtlichen Handel notiert sind, gilt Folgendes: Wenn und solange die Schuldverschreibungen an der Luxemburger Börse zum Handel am geregelten Markt zugelassen oder im Amtlichen Handel notiert sind und soweit die Regeln der Luxemburger Börse dies verlangen, sind alle die Schuldverschreibungen betreffenden Mitteilungen ferner auf der Webseite der Luxemburger Börse (www.bourse.lu) zu veröffentlichen.]

[Im Fall einer Notierung an der SIX Swiss Exchange gilt Folgendes: Alle die Schuldverschreibungen betreffenden Mitteilungen sind ferner in elektronischer Form auf der Website der SIX Swiss Exchange (www.six-swiss-exchange.com) zu veröffentlichen.]

FALLS
„MITTEILUNG AN
DAS CLEARING
SYSTEM“
ANWENDBAR IST,

- [(2) *Mitteilung an das Clearing System.* **[Falls die Schuldverschreibungen gegen Einzelkunden ausgetauscht werden können, gilt Folgendes:** Solange eine Ausgabe von Einzelkunden noch nicht erfolgt ist und die die Schuldverschreibungen verbriefende Globalurkunde in ihrer Gesamtheit [für das maßgebliche] [von dem maßgeblichen] Clearing

GILT FOLGENDES:

System gehalten wird, kann die] [Die] Emittentin [kann] alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Gläubiger der Schuldverschreibungen übermitteln.] [Eine solche Mitteilung an das Clearing System ersetzt die Veröffentlichung nach vorstehendem Absatz (1) **[falls die Schuldverschreibungen an einer Börse zum Handel am geregelten Markt zugelassen oder notiert sind, gilt Folgendes:**, wobei die Anforderungen oder Regeln dieser Börse[n] in Bezug auf Mitteilungen jedoch Anwendung finden, solange Schuldverschreibungen an der **[Name der relevanten Börsen]** zum Handel am geregelten Markt zugelassen oder notiert sind. Soweit die Regeln der **[Name der relevanten Börsen]** es zulassen, kann die Emittentin eine andernfalls nach diesen Bestimmungen erforderliche Veröffentlichung durch eine Mitteilung [(z. B. betreffend den Zinssatz)] an das Clearing System zur Weiterleitung an die Gläubiger der Schuldverschreibungen ersetzen].] Jede derartige Mitteilung gilt [am Tag, an dem] [am [siebten] [●] [Geschäftstag in London] [Geschäftstag in Frankfurt] [TARGET2-Geschäftstag] [Geschäftstag in **[anderer maßgeblicher Ort]**]], nachdem] [●] diese Mitteilung an das maßgebliche Clearing System erfolgt ist, als den Gläubigern der Schuldverschreibungen mitgeteilt.

**FALLS
„MITTEILUNG
DURCH
GLÄUBIGER DER
SCHULDVER-
SCHREIBUNGEN
ÜBER DAS/DIE
CLEARING
SYSTEM(E)“
ANWENDBAR IST,
GILT FOLGENDES:**

[(3)] *Mitteilungen durch Gläubiger der Schuldverschreibungen.* Mitteilungen durch Gläubiger der Schuldverschreibungen erfolgen über das Clearing System in der durch den Fiscal Agent bzw. das Clearing System für diesen Zweck genehmigten Weise an den Fiscal Agent **[falls die Schuldverschreibungen an der Luxemburger Börse zum Handel zugelassen oder im Amtlichen Handel notiert sind, gilt Folgendes:** oder die Zahlstelle in Luxemburg]. **[Falls die Schuldverschreibungen gegen Einzelurkunden ausgetauscht werden können, gilt Folgendes:** Im Fall von Einzelurkunden bedürfen Mitteilungen durch Gläubiger der Schuldverschreibungen der Schriftform und sind mit der (bzw. den) betreffenden Schuldverschreibung(en) bei dem Fiscal Agent **[falls die Schuldverschreibungen an der Luxemburger Börse zum Handel zugelassen oder im Amtlichen Handel notiert sind, gilt Folgendes:** oder der Zahlstelle in Luxemburg] einzureichen.

**FALLS
„MITTEILUNG
DURCH
GLÄUBIGER DER
SCHULDVER-
SCHREIBUNGEN
DURCH
SCHRIFTLICHE
NACHRICHT AN
DIE EMITTENTIN“
ANWENDBAR IST,
GILT FOLGENDES:**

[(3)] *Mitteilungen durch Gläubiger der Schuldverschreibungen.* Die Schuldverschreibungen betreffende Mitteilungen durch Gläubiger der Schuldverschreibungen an die Emittentin gelten als wirksam erfolgt, wenn sie der Emittentin in schriftlicher Form **[[persönlich übergeben oder] per Einschreiben]** übersandt wurden **[andere Art der Abgabe der Mitteilung in Bezug auf die Emittentin]**. Eine solche Mitteilung gilt am Tag ihrer Zustellung als erfolgt oder gilt, falls sie an einem anderen Tag als einem Mitteilungszustellungs-Geschäftstag oder nach 17:00 Uhr im Mitteilungszustellungs-Geschäftstageszentrum an einem Mitteilungszustellungs-Geschäftstag zugestellt wird, am nächstfolgenden Mitteilungszustellungs-Geschäftstag als wirksam. Der Gläubiger der Schuldverschreibungen muss der Emittentin einen zufrieden stellenden Nachweis über die von ihm gehaltenen Schuldverschreibungen erbringen; falls die Schuldverschreibungen durch eine Globalurkunde verbrieft sind, erfolgt dieser Nachweis voraussichtlich in Form einer Bestätigung durch das maßgebliche Clearing System **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** oder die Depotbank, bei der der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält].

Für die Zwecke dieser Bestimmung bezeichnet:

„**Mitteilungszustellungs-Geschäftstag**“ einen Tag (außer Samstag oder Sonntag), an dem Banken und Devisenmärkte in **[Mitteilungszustellungs-Geschäftstageszentrum]** (das „**Mitteilungszustellungs-Geschäftstageszentrum**“) allgemein für die Abwicklung von Zahlungen geöffnet sind.

**IM FALL VON
ENGLISCHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

**§ [13]
VERTRAGSGESETZ VON 1999 (RECHTE VON DRITTEN PARTEIEN)**

Keine Person ist nach dem englischen Vertragsgesetz von 1999 (Rechte von dritten Parteien) (*Contracts (Rights of Third Parties) Act 1999*) berechtigt, Bestimmungen dieser Schuldverschreibungen durchzusetzen; dies berührt jedoch nicht die Rechte oder Rechtsbehelfe, die einer Person unabhängig von diesem Gesetz zustehen oder zur Verfügung stehen.

**IM FALL VON
ENGLISCHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

**§ [14]
VERSAMMLUNGEN DER GLÄUBIGER DER SCHULDVERSCHREIBUNGEN**

Das Agency Agreement enthält Bestimmungen für die Einberufung von Versammlungen der Gläubiger der Schuldverschreibungen zum Zwecke der Besprechung der ihre Interessen berührenden Angelegenheiten; hierzu zählt die Genehmigung von Änderungen der Schuldverschreibungen [, der Zinsscheine] [, der Rückzahlungsscheine] oder von Bestimmungen des Agency Agreement durch Außerordentlichen Beschluss. Eine solche Versammlung kann von der Emittentin einberufen werden; sie kann ferner einberufen werden, wenn dies von Gläubigern der Schuldverschreibungen, die mindestens 10 Prozent des Nennbetrags der zu dem betreffenden Zeitpunkt ausstehenden Schuldverschreibungen halten, schriftlich verlangt wird. Die Versammlung ist zum Zweck der Fassung eines Außerordentlichen Beschlusses beschlussfähig, wenn zwei oder mehr Personen anwesend sind, die mindestens 50 Prozent des Nennbetrags der zu dem betreffenden Zeitpunkt ausstehenden Schuldverschreibungen halten oder vertreten; bei einer vertagten Versammlung ist die Beschlussfähigkeit gegeben, wenn zwei oder mehrere Personen anwesend sind, die Gläubiger der Schuldverschreibungen sind oder diese vertreten, unabhängig von dem Nennbetrag der gehaltenen oder vertretenen Schuldverschreibungen; davon abweichend gilt für Fälle, in denen die Versammlung sich mit Änderungen bestimmter Regelungen der Schuldverschreibungen, der Rückzahlungsscheine oder der Zinsscheine (einschließlich einer Änderung des Fälligkeitstermins der Schuldverschreibungen oder eines Termins für die Zahlung von Zinsen auf die Schuldverschreibungen, einer Minderung oder Aufhebung des Kapitalbetrags oder des auf die Schuldverschreibungen zu zahlenden Zinssatzes oder einer Änderung der Währung, in der Zahlungen auf Schuldverschreibungen [oder] [, Zinsscheine] [oder] [Rückzahlungsscheine erfolgen]), dass die Beschlussfähigkeit gegeben ist, wenn zwei oder mehrere Personen anwesend sind, die mindestens zwei Drittel des Nennbetrags der zu dem betreffenden Zeitpunkt ausstehenden Schuldverschreibungen halten oder vertreten bzw., bei einer vertagten Versammlung, wenn eine oder mehr Personen anwesend sind, die mindestens ein Viertel des Nennbetrags der zu dem betreffenden Zeitpunkt ausstehenden Schuldverschreibungen halten oder vertreten. Ein in einer Versammlung der Gläubiger der Schuldverschreibungen gefasster Außerordentlicher Beschluss ist für alle Gläubiger der Schuldverschreibungen (unabhängig davon, ob diese in der Versammlung anwesend waren oder nicht) [sowie für alle] [Inhaber von

Zinsscheinen] [und] [Inhaber von Rückzahlungsscheinen] bindend.

Der Fiscal Agent und die Emittentin können ohne die Zustimmung der Gläubiger der Schuldverschreibungen [Inhaber von Zinsscheinen] [oder] [Inhaber von Rückzahlungsscheinen] das Folgende vereinbaren:

- (a) Änderungen (außer den vorstehend genannten) der Schuldverschreibungen [, Zinsscheine] [,Rückzahlungsscheine] oder des Agency Agreement, die keine Beeinträchtigung der Interessen der Gläubiger der Schuldverschreibungen darstellen; oder
- (b) Änderungen der Schuldverschreibungen [,Zinsscheine] [,Rückzahlungsscheine] oder des Agency Agreement, die formaler oder technischer Natur oder von untergeordneter Bedeutung sind oder die zu dem Zweck vorgenommen werden, einen offensichtlichen oder nachweislichen Fehler zu korrigieren oder zwingend vorgeschriebene gesetzliche Vorgaben zu erfüllen.

**IM FALL VON
DEUTSCHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

- (1) *Beschlussgegenstände.* Die Gläubiger der Schuldverschreibungen können **[Im Fall von Nachrangigen Schuldverschreibungen gilt Folgendes:** , sofern dies nach anwendbarem Recht mit der Anerkennung der Schuldverschreibungen als Ergänzungskapital im Einklang steht,] gemäß dem Schuldverschreibungsgesetz durch Mehrheitsbeschluss die Emissionsbedingungen ändern, einen gemeinsamen Vertreter aller Gläubiger der Schuldverschreibungen bestellen und über alle anderen gesetzlich zugelassenen Beschlussgegenstände beschließen **[falls über bestimmte Maßnahmen nicht durch Mehrheitsbeschluss entschieden werden soll, gilt Folgendes:**, wobei folgende Maßnahmen von einer Beschlussfassung ausgenommen sind: [●].]
- (2) *Mehrheitserfordernisse für Änderungen der Bedingungen.* Die Gläubiger der Schuldverschreibungen entscheiden mit einer Mehrheit von [75] [●] Prozent (Qualifizierte Mehrheit) der an der Abstimmung teilnehmenden Stimmrechte über wesentliche Änderungen der Bedingungen, insbesondere die in § 5(3) Schuldverschreibungsgesetz aufgeführten Maßnahmen. Beschlüsse, durch die der wesentliche Inhalt der Bedingungen nicht geändert wird, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit von mindestens [50] [●] Prozent der teilnehmenden Stimmrechte. Jeder Gläubiger der Schuldverschreibungen nimmt an Abstimmungen nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil.

[Soweit für einzelne Maßnahmen eine höhere Mehrheit anwendbar ist, gilt Folgendes: Beschlüsse über folgende Maßnahmen bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens [●] Prozent der teilnehmenden Stimmrechte: [●].]
- (3) *Beschlussfassung.* Beschlüsse der Gläubiger der Schuldverschreibungen werden im Wege einer Abstimmung ohne Versammlung nach § 18 Schuldverschreibungsgesetz getroffen.
- (4) *Nachweise.* Gläubiger der Schuldverschreibungen haben die Berechtigung zur Teilnahme an der Abstimmung zum Zeitpunkt der Stimmabgabe durch besonderen Nachweis der Depotbank gemäß § [15](3)(i) dieser Bedingungen und die Vorlage eines Sperrvermerks der Depotbank zugunsten der Zahlstelle als Hinterlegungsstelle für den

Abstimmungszeitraum nachzuweisen.

[Falls kein gemeinsamer Vertreter in den Bedingungen bestellt wird und die Gläubiger einen gemeinsamen Vertreter durch Mehrheitsbeschluss bestellen können, gilt Folgendes:

- (5) *Gemeinsamer Vertreter.* [Die Gläubiger der Schuldverschreibungen können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter (der „**gemeinsame Vertreter**“) für alle Gläubiger bestellen oder diesen abberufen, die Aufgaben und Befugnisse des gemeinsamen Vertreters festlegen, Rechte der Gläubiger der Schuldverschreibungen auf den gemeinsamen Vertreter übertragen und die Beschränkung der Haftung des gemeinsamen Vertreters bestimmen. Die Bestellung eines gemeinsamen Vertreters bedarf einer Qualifizierten Mehrheit (siehe vorstehenden Absatz (2)), wenn er ermächtigt wird, wesentlichen Änderungen der Bedingungen zuzustimmen.] [●]

[Falls ein gemeinsamer Vertreter in den Bedingungen bestimmt wird, gilt Folgendes:

- (5) *Gemeinsamer Vertreter.* Gemeinsamer Vertreter (der „**gemeinsame Vertreter**“) für alle Gläubiger zur Wahrnehmung ihrer Rechte ist: [●]. Der gemeinsame Vertreter kann von den Gläubigern jederzeit ohne Angabe von Gründen abberufen werden.

Der gemeinsame Vertreter ist befugt, nach seinem Ermessen zu dem von ihm bestimmten Maßnahmen [eine Gläubigerversammlung einzuberufen] [zu einer Abstimmung der Gläubiger ohne Versammlung aufzufordern] und die [Versammlung] [die Abstimmung] zu leiten. [Gegebenenfalls weitere Aufgaben des gemeinsamen Vertreters: [●]]

Der gemeinsame Vertreter hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn, die Gläubiger bestimmen durch Mehrheitsbeschluss etwas anderes. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten.

Der gemeinsame Vertreter haftet den Gläubigern als Gesamtgläubiger für die ordnungsgemäße Erfüllung seiner Aufgaben; bei seiner Tätigkeit hat er die Sorgfalt eines ordentlichen und gewissenhaften Geschäftsleiters anzuwenden. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last. Die Haftung des gemeinsamen Vertreters kann durch Beschluss der Gläubiger weiter beschränkt werden. Über die Geltendmachung von Ersatzansprüchen der Gläubiger gegen den gemeinsamen Vertreter entscheiden die Gläubiger.]

§ [15]

ANWENDBARES RECHT UND GERICHTSSTAND

IM FALL VON DEUTSCHEN SCHULDVER-

- (1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger der Schuldverschreibungen und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.

**SCHREIBUNGEN
GILT FOLGENDES:**

- (2) *Gerichtsstand.* Gerichtsstand für sämtliche Klagen und sonstige Verfahren ist Frankfurt am Main.
- (3) *Gerichtliche Geltendmachung.* Jeder Gläubiger der Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger der Schuldverschreibungen und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen:
- (i) indem er eine Bescheinigung der Depotbank beibringt, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche
 - (a) den vollständigen Namen und die vollständige Adresse des Gläubigers der Schuldverschreibungen enthält,
 - (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die zum Datum der Bescheinigung auf dem Wertpapierdepot verbucht sind, und
 - (c) bestätigt, dass die Depotbank gegenüber dem maßgeblichen Clearing System eine schriftliche Erklärung bezüglich der Absicht des Gläubigers der Schuldverschreibungen, seine Ansprüche unmittelbar geltend zu machen, abgegeben hat, (A) die die vorstehend unter (a) und (b) bezeichneten Informationen enthält, (B) deren Empfang vom Clearing System bestätigt wurde, und (C) die vom Clearing System an die Depotbank zurück geschickt wurde; und
 - (ii) indem er eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde beibringt, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre.

Für die Zwecke des Vorstehenden bezeichnet „**Depotbank**“ jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger der Schuldverschreibungen ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger der Schuldverschreibungen seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die in dem Land, in dem der Rechtsstreit geführt wird, prozessual zulässig ist.

**IM FALL VON
ENGLISCHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

- (1) *Anwendbares Recht.* Die Deed of Covenant, die Schuldverschreibungen[,] [und] [die Zinsscheine] [und die Rückzahlungsscheine] sowie jegliche nicht-vertragliche Verpflichtungen, die sich aus oder im Zusammenhang mit der Deed of Covenant [,] [oder] den Schuldverschreibungen[, den Zinsscheinen] [oder den Rückzahlungsscheinen] ergeben, unterliegen englischem Recht und sind nach diesem auszulegen.

- (2) *Gerichtsstand.*
- (i) Vorbehaltlich des nachstehenden § [15](2)(iii) verfügen die englischen Gerichte über die ausschließliche Zuständigkeit für die Beilegung jeglicher sich aus oder im Zusammenhang mit den Schuldverschreibungen [und] [,] [den Zinsscheinen] [und] [den Rückzahlungsscheinen] ergebenden Streitigkeiten, einschließlich jeglicher Streitigkeiten in Bezug auf deren Bestand, Gültigkeit, Auslegung und Erfüllung sowie in Bezug auf Pflichtverletzungen, Kündigungen oder die Folgen ihrer Nichtigkeit sowie jegliche Streitigkeiten in Bezug auf nicht-vertragliche Verpflichtungen, die sich aus oder im Zusammenhang damit ergeben (eine „**Streitigkeit**“), und dementsprechend unterwerfen sich die Emittentin und die Schuldverschreibungsgläubiger [,] [oder] [Rückzahlungsscheingläubiger] [oder Zinsscheingläubiger] jeweils in Bezug auf eine Streitigkeit der ausschließlichen Zuständigkeit der englischen Gerichte.
- (ii) Für die Zwecke dieses § [15](2) verzichtet die Emittentin auf die Einrede der fehlenden Zuständigkeit der englischen Gerichte für die Beilegung von Streitigkeiten mit der Begründung, der Gerichtsstand sei nicht angemessen bzw. nicht geeignet.
- (iii) Soweit gesetzlich zulässig können die Schuldverschreibungsgläubiger [,] [und] [die Rückzahlungsscheingläubiger] [und die Zinsscheingläubiger] in Bezug auf eine oder mehrere Streitigkeiten (i) Verfahren vor einem anderen zuständigen Gericht einleiten und (ii) gleichzeitig Verfahren in beliebig vielen anderen Rechtsordnungen einleiten.
- (3) *Sonstige Dokumente.* In der Deed of Covenant hat die Emittentin in einer im Wesentlichen dem Vorstehenden entsprechenden Weise die Zuständigkeit der englischen Gerichte anerkannt.

§ [16] SPRACHE

**FALLS DIE
BEDINGUNGEN IN
DEUTSCHER
SPRACHE MIT
EINER
ÜBERSETZUNG IN
DIE ENGLISCHE
SPRACHE
ABGEFASST SIND,
GILT FOLGENDES:**

Diese Bedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigefügt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.⁹⁵

**FALLS DIE
BEDINGUNGEN IN
ENGLISCHER**

Diese Bedingungen sind in englischer Sprache abgefasst. Eine Übersetzung in die deutsche Sprache ist beigefügt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.⁹⁶

⁹⁵ Anwendbar im Fall von Deutschen Schuldverschreibungen, sofern nicht in den anwendbaren Endgültigen Bedingungen oder im Konditionenblatt etwas anderes festgelegt ist.

**SPRACHE MIT
EINER
ÜBERSETZUNG IN
DIE DEUTSCHE
SPRACHE
ABGEFASST SIND,
GILT FOLGENDES:**

**FALLS DIE
BEDINGUNGEN
AUSSCHLIESS-
LICH IN
ENGLISCHER
SPRACHE
ABGEFASST SIND,
GILT FOLGENDES:**

Diese Bedingungen sind ausschließlich in englischer Sprache abgefasst.

⁹⁶ Anwendbar im Fall von Englischen Schuldverschreibungen, sofern nicht in den anwendbaren Endgültigen Bedingungen oder im Konditionenblatt etwas anderes festgelegt ist.

Emissionsbedingungen für fest verzinsliche und Nullkupon-Pfandbriefe (Option III)

Diese Serie von Pfandbriefen wird gemäß einem Zahlstellenvertrag vom 26. Juni 2014 (einschließlich einer etwaigen geänderten, ergänzten und/oder neugefassten Fassung dieses Vertrags, das „**Agency Agreement**“) begeben, welcher die Emissionsbedingungen (die „**Bedingungen**“) der Pfandbriefe enthält und unter anderem zwischen Deutsche Bank Aktiengesellschaft („**Deutsche Bank**“ oder die „**Emittentin**“) und [Deutsche Bank Aktiengesellschaft] [Deutsche Bank Aktiengesellschaft, handelnd durch ihre Filiale London] als Fiscal Agent (der „**Fiscal Agent**“, wobei dieser Begriff jeden Nachfolger des Fiscal Agent gemäß dem Agency Agreement einschließt) und den anderen darin genannten Parteien geschlossen wurde.

**FALLS DIE IN
DIESER OPTION III
AUFGEFÜHRTEN
EMISSIONSBEDIN-
GUNGEN NICHT IN
DEN
ENDGÜLTIGEN
BEDINGUNGEN
WIEDERHOLT UND
VERVOLL-
STÄNDIGT
WERDEN, GILT
FOLGENDES:**

Jede Tranche von Pfandbriefen, bei denen es sich nicht um Befreite Schuldverschreibungen (wie nachstehend definiert) handelt, unterliegt endgültigen Bedingungen (jeweils die „**Endgültigen Bedingungen**“), und jede Tranche von Pfandbriefen, bei denen es sich um Befreite Schuldverschreibungen handelt, unterliegt einem Konditionenblatt (jeweils ein „**Konditionenblatt**“), sofern nichts anderes bestimmt ist. Jede Bezugnahme in diesen Bedingungen auf die „Endgültigen Bedingungen“ ist gegebenenfalls auch als Bezugnahme auf das „Konditionenblatt“ zu verstehen. Die Bestimmungen der nachstehenden Bedingungen gelten für die Pfandbriefe in der jeweils durch die Bestimmungen von Teil I der anwendbaren Endgültigen Bedingungen vervollständigten Form oder, sofern die Pfandbriefe weder zum Handel an einem geregelten Markt innerhalb des Europäischen Wirtschaftsraums zugelassen sind noch im Europäischen Wirtschaftsraum in Fällen angeboten werden, in denen nach Maßgabe der Prospektrichtlinie die Veröffentlichung eines Prospekts vorgeschrieben ist (eine „**Befreite Schuldverschreibung**“), wie jeweils durch das anwendbare Konditionenblatt für die Zwecke der Schuldverschreibungen ergänzt, ersetzt oder geändert. Der Begriff „**Prospektrichtlinie**“ bezeichnet die Richtlinie 2003/71/EG sowie die Änderungen dieser Richtlinie, einschließlich der PR-Änderungsrichtlinie 2010, soweit diese in dem maßgeblichen Mitgliedstaat des Europäischen Wirtschaftsraums umgesetzt wurde, und umfasst alle maßgeblichen Umsetzungsmaßnahmen in dem maßgeblichen Mitgliedstaat, wobei „**PR-Änderungsrichtlinie 2010**“ die Richtlinie 2010/73/EU bezeichnet. Die Leerstellen in den auf die Pfandbriefe anwendbaren Bestimmungen von Teil I dieser Bedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob diese Angaben in die betreffenden Bestimmungen eingefügt wären; alternative oder wählbare Bestimmungen dieser Bedingungen, deren Entsprechungen in den Endgültigen Bedingungen nicht ausdrücklich ausgefüllt oder die gestrichen sind, gelten als aus diesen Bedingungen gestrichen; sämtliche auf die Pfandbriefe nicht anwendbaren Bestimmungen dieser Bedingungen (einschließlich der Anweisungen, Anmerkungen und der Texte in eckigen Klammern) gelten als aus diesen Bedingungen gestrichen, so dass die Bestimmungen der Endgültigen Bedingungen Geltung erhalten, wobei – soweit relevant – jede Bezugnahme in den Endgültigen Bedingungen auf „Schuldverschreibungen“ auch als Bezugnahme auf „Pfandbriefe“ und jede Bezugnahme auf „Gläubiger der Schuldverschreibungen“ auch als Bezugnahme auf „Pfandbriefgläubiger“ zu verstehen ist.

§ 1

WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN

- (1) *Währung und Stückelung.* Diese Serie von Hypothekendarlehenpfandbriefen (die „**Pfandbriefe**“) der Emittentin wird in **[Festgelegte Währung]**⁹⁷ (die „**Festgelegte Währung**“) im Gesamtnennbetrag von [bis zu] **[Gesamtnennbetrag]** (in Worten: **[Gesamtnennbetrag in Worten]**)⁹⁸ [in einer Stückelung] [in Stückelungen] von **[Festgelegte Stückelung[en]]** (die „**Festgelegte[n] Stückelung[en]**“) begeben.]

**IM FALL VON
PFANDBRIEFEN,
DIE BEI IHRER
BEGEBUNG
DURCH EINE
DAUERGLOBAL-
URKUNDE
VERBRIEFT SIND,
GILT FOLGENDES:**

- (2) *Form und Globalurkunde.* Die Pfandbriefe lauten auf den Inhaber und sind durch eine Dauerglobalurkunde (die „**Dauerglobalurkunde**“) ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die Unterschriften zweier Zeichnungsberechtigter der Emittentin und des von der Bundesanstalt für Finanzdienstleistungsaufsicht bestellten Treuhänders[,] [und] ist mit einer Kontrollunterschrift versehen **[im Fall von Globalurkunden im NGN-Format gilt Folgendes:** und wird durch den gemeinsamen Verwahrer (*common safekeeper*) (der „**Gemeinsame Verwahrer**“) aufgrund einer Vollmacht der Emittentin für diese handschriftlich unterzeichnet. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

**FALLS DIE
PFANDBRIEFE
ANFÄNGLICH
DURCH EINE
VORLÄUFIGE
GLOBALURKUNDE
VERBRIEFT SIND,
GILT FOLGENDES:**

- (2) *Form und Globalurkunde – Austausch.*
- (a) Die Pfandbriefe lauten auf den Inhaber und sind anfänglich durch eine vorläufige Globalurkunde (die „**Vorläufige Globalurkunde**“) ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen eine Dauerglobalurkunde (die „**Dauerglobalurkunde**“, zusammen mit der Vorläufigen Globalurkunde jeweils eine „**Globalurkunde**“) ohne Zinsscheine ausgetauscht werden. Die Vorläufige Globalurkunde und die Dauerglobalurkunde tragen die Unterschriften zweier Zeichnungsberechtigter der Emittentin und des von der Bundesanstalt für Finanzdienstleistungsaufsicht bestellten Treuhänders[,] [und] sind mit einer Kontrollunterschrift versehen **[im Fall von Globalurkunden im NGN-Format gilt Folgendes:** und werden durch den gemeinsamen Verwahrer (der „**Gemeinsame Verwahrer**“) aufgrund einer Vollmacht der Emittentin für diese handschriftlich unterzeichnet]. Einzelurkunden und Zinsscheine werden nicht ausgegeben.
- (b) Die Vorläufige Globalurkunde wird an einem Tag (der „**Austauschtag**“), der nicht mehr als 180 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt, gegen die Dauerglobalurkunde ausgetauscht. Der Austauschtag für einen solchen Austausch darf nicht weniger als vierzig Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegen. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen erfolgen, wonach der bzw. die wirtschaftliche(n) Eigentümer (*beneficial owner*) der durch die Vorläufige Globalurkunde verbrieften Pfandbriefe keine US-Person ist bzw. keine US-Personen sind (ausgenommen bestimmte Finanzinstitute oder

⁹⁷ Jumbo-Pfandbriefe sind in Euro denominated.

⁹⁸ Das Mindestvolumen von Jumbo-Pfandbriefen beträgt €1 Mrd. Bei der Erstemission muss das Volumen mindestens €750 Mio betragen. Die Emittentin ist verpflichtet, das ausstehende Emissionsvolumen innerhalb von 180 Kalendertagen nach der Erstemission auf mindestens €1 Mrd. zu erhöhen.

bestimmte Personen, die Pfandbriefe über solche Finanzinstitute halten). **[Im Fall von Pfandbriefen, bei denen es sich nicht um Nullkupon-Pfandbriefe handelt, gilt Folgendes:** Zinszahlungen auf durch eine Vorläufige Globalurkunde verbrieft Pfandbriefe erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich.] Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der Vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt, diese Vorläufige Globalurkunde gemäß diesem Unterabsatz (b) dieses Absatzes (2) auszutauschen. Wertpapiere, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in § 4(3) definiert) zu liefern.]

- (3) *Clearing System.* Die Globalurkunde wird [von einer gemeinsamen Verwahrstelle] von oder für ein Clearing System verwahrt bis [, im Fall einer Dauerglobalurkunde,] sämtliche Verbindlichkeiten der Emittentin aus den Pfandbriefen erfüllt sind. „**Clearing System**“ bezeichnet **[bei mehr als einem Clearing System: jeweils]:** [Clearstream Banking AG, Neue Börsenstraße 8, 60487 Frankfurt am Main, Deutschland („**CBF**“)⁹⁹] [,] [und] [Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxemburg, Luxemburg („**CBL**“)] [,] [und] [Euroclear Bank S. A./N.V. Boulevard du Roi Albert II, 1210 Brüssel, Belgien („**Euroclear**“)] [und] **[anderes Clearing System angeben]** sowie jeden Nachfolger in dieser Eigenschaft.

IM FALL VON PFANDBRIEFEN, DIE FÜR DIE ICSDS VERWAHRT WERDEN, GILT FOLGENDES:

[Im Fall von Globalurkunden im NGN-Format gilt Folgendes: Die Pfandbriefe werden in Form einer neuen Globalurkunde („**NGN**“) begeben und werden von einem Gemeinsamen Verwahrer für Euroclear und CBL (jeweils ein „**ICSD**“ und zusammen die „**ICSDs**“) verwahrt.]

[Im Fall von Globalurkunden im CGN-Format gilt Folgendes: Die Pfandbriefe werden in Form einer klassischen Globalurkunde („**CGN**“) begeben und werden von einer gemeinsamen Verwahrstelle für Euroclear und CBL (jeweils ein „**ICSD**“ und zusammen die „**ICSDs**“) verwahrt.]

- (4) *Pfandbriefgläubiger.* „**Pfandbriefgläubiger**“ bezeichnet in Bezug auf die bei einem Clearing System oder einer sonstigen zentralen Wertpapierverwahrstelle hinterlegten Pfandbriefe jeden Inhaber eines Miteigentumsanteils oder eines anderen vergleichbaren Rechts an den hinterlegten Pfandbriefen.

IM FALL VON GLOBAL-URKUNDEN IM NGN-FORMAT GILT FOLGENDES:

- (5) *Unterlagen der ICSDs.* Als Nennbetrag der durch die Globalurkunde verbrieften Pfandbriefe gilt der jeweils in den Unterlagen der beiden ICSDs verzeichnete Gesamtbetrag. Die Unterlagen der ICSDs (wobei dieser Ausdruck die Unterlagen bezeichnet, die jeder der ICSDs für seine Kunden führt und in welchen der Betrag des auf jeden Kunden entfallenden Miteigentumsanteils an den Pfandbriefen erfasst ist) gelten als schlüssiger Beweis in Bezug auf den Nennbetrag der durch die Globalurkunde verbrieften Pfandbriefe; zu diesem Zweck gilt eine von einem ICSD erstellte Bescheinigung über den Nennbetrag der verbrieften

⁹⁹ Im Fall von Pfandbriefen, die an der Frankfurter Börse zum Börsenhandel zugelassen werden, erfolgt das Clearing üblicherweise über CBF.

Pfandbriefe (die dem Gläubiger auf Verlangen zur Verfügung zu stellen ist) als ausreichender Beweis in Bezug auf die Unterlagen des betreffenden ICSD zu dem jeweiligen Zeitpunkt.

Bei der Rückzahlung oder Zahlung von Raten oder Zinsen auf die Pfandbriefe und beim Rückkauf und bei der Entwertung von Pfandbriefen, die durch diese Globalurkunde verbrieft sind, hat die Emittentin sicherzustellen, dass nähere Angaben zu der Rückzahlung oder Zahlung bzw. dem Rückkauf und der Entwertung in Bezug auf die Globalurkunde unter Angabe des betroffenen Anteils in den Unterlagen der ICSDs vermerkt wird; mit der Vornahme jedes solchen Vermerks verringert sich der Nennbetrag der in den Unterlagen der ICSDs eingetragenen und durch die Globalurkunde verbrieften Pfandbriefe um den Gesamtnennbetrag der zurückgezahlten oder zurückgekauften und entwerteten Pfandbriefe oder um den Gesamtbetrag der gezahlten Raten.

§ 2 STATUS

Die Pfandbriefe begründen nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander gleichrangig sind. Die Pfandbriefe sind nach Maßgabe des Pfandbriefgesetzes gedeckt und stehen mindestens im gleichen Rang mit allen anderen Verpflichtungen der Emittentin aus Hypothekenpfandbriefen.

§ 3 ZINSEN

(1) *Zinssatz und Zinsperioden.*

(a) Die Pfandbriefe werden bezogen auf ihren ausstehenden Nennbetrag vom **[Verzinsungsbeginn]** (der „**Verzinsungsbeginn**“) (einschließlich) mit **[jährlicher Zinssatz bzw. jährliche Zinssätze, die dem Zinssatz bzw. den Zinssätzen entsprechen, mit einer Beschreibung des für jede Zinsperiode jeweils anwendbaren Satzes]** ([der] [jeweils ein] „**Zinssatz**“) verzinst. Die Verzinsung erfolgt in Bezug auf jede Zinsperiode.

(b) „**Zinsperiode**“ bezeichnet den Zeitraum vom Verzinsungsbeginn (einschließlich) bis zum ersten **[falls die Zinsperiode(n) an dem bzw. den Zinszahltag(en) enden: Zinszahltag (ausschließlich) und danach jeweils von einem Zinszahltag (einschließlich) bis zum nächstfolgenden Zinszahltag (ausschließlich)] [falls die Zinsperiode(n) an dem bzw. den Zinsperiodenendtag(en) ende(t)(en), gilt Folgendes: Zinsperiodenendtag (ausschließlich) und danach jeweils von einem Zinsperiodenendtag (einschließlich) bis zum darauf folgenden Zinsperiodenendtag (ausschließlich) (wobei der letztgenannte Tag jeweils als „Finaler Zinsperiodenendtag“ der betreffenden Zinsperiode bezeichnet wird).**

[„Zinsperiodenendtag“ bezeichnet [Zinsperiodenendtage].

[Bei angepassten Zinsperioden gilt Folgendes: Falls es in dem

Kalendermonat, in den ein [Zinszahltag] [Zinsperiodenendtag] fallen sollte, keine numerische Entsprechung für diesen Tag gibt oder ein [Zinszahltag] [Zinsperiodenendtag] ansonsten auf einen Tag fallen würde, der kein Geschäftstag ist, **[bei Anwendung der Folgender-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den nächsten Tag verschoben, der ein Geschäftstag ist] **[bei Anwendung der Modifizierten Folgender-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den nächsten Tag verschoben, der ein Geschäftstag ist, es sei denn, er würde dadurch in den folgenden Kalendermonat fallen; in diesem Fall wird der [Zinszahltag] [Zinsperiodenendtag] auf den unmittelbar vorangegangenen Geschäftstag vorgezogen] **[bei Anwendung der Vorangegangener-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den unmittelbar vorangegangenen Geschäftstag vorgezogen].

- (c) „**Geschäftstag**“ bezeichnet einen Tag (außer Samstag oder Sonntag), an dem Geschäftsbanken und Devisenmärkte Zahlungen abwickeln und in [sämtliche relevanten Finanzzentren] für den allgemeinen Geschäftsverkehr geöffnet sind (einschließlich des Handels mit Devisen und Fremdwährungseinlagen) **[falls die festgelegte Währung Euro ist, gilt Folgendes:** und das Trans-European Automated Real-Time Gross Settlement (TARGET2) System betriebsbereit ist].
- (2) *Zinszahltag*. Zinszahlungen erfolgen nachträglich am [[Zinszahltag(e)] eines jeden Jahres bis zum Fälligkeitstag (wie in § 5(1) definiert)] [● Geschäftstag, der jedem Zinsperiodenendtag folgt] **[Zinszahltag(e)]** (jeweils ein „Zinszahltag“) (einschließlich). **[Falls ein Zinszahltag auf einen Finalen Zinsperiodenendtag einer Zinsperiode fällt, gilt Folgendes:** Sollten die Zinsen für eine Zinsperiode erst nach dem Finalen Zinsperiodenendtag dieser Zinsperiode zahlbar werden, führt dies nicht dazu, dass zusätzliche Zinsen oder sonstige Beträge zu zahlen sind.]
- (3) *Auflaufende Zinsen*. Der Zinslauf der Pfandbriefe endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden, es sei denn, die Zahlung des Kapitalbetrags wird unberechtigterweise vorenthalten oder verweigert. Zahlt die Emittentin die Pfandbriefe nicht bei Fälligkeit zurück, wird der ausstehende Nennbetrag der Pfandbriefe weiter verzinst, und zwar ab dem Tag, an dem die Pfandbriefe zur Rückzahlung fällig werden, (einschließlich) bis zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Pfandbriefe vorangeht (ausschließlich), wobei der gesetzliche Zinssatz für Verzugszinsen¹⁰⁰ Anwendung findet.
- (4) *Zinsbetrag*. **[Bei nicht angepassten Zinsperioden gilt Folgendes:** Der an jedem Zinszahltag zahlbare Zinsbetrag für die Zinsperiode, die [an diesem Zinszahltag] [am Finalen Zinsperiodenendtag] (ausschließlich) für die betreffende Zinsperiode endet, beträgt [Festzinsbetrag] (der „Festzinsbetrag“) **[bei Bruchteilszinsbeträgen gilt Folgendes:** , wobei die Höhe des am [[Zinszahltag für anfänglichen Bruchteilszinsbetrag] zahlbaren Zinsbetrags [anfänglicher Bruchteilszinsbetrag] [und der am [Zinszahltag für Finalen Bruchteilszinsbetrag] zahlbare Zinsbetrag [Finaler Bruchteilszinsbetrag]] pro Pfandbrief mit einer Stückelung von

¹⁰⁰ Der gesetzliche Zinssatz für Verzugszinsen liegt fünf Prozentpunkte über dem von der Deutschen Bundesbank jeweils veröffentlichten Basiszinssatz, §§ 288 Abs. 1, 247 BGB; der gesetzliche Zinssatz für Verzugszinsen schließt darüber hinausgehende Schadensersatzansprüche nicht aus.

[Festgelegte Stückelung] beträgt]. Sofern Zinsen für einen Zeitraum, der nicht einer Zinsperiode entspricht, zu berechnen sind, erfolgt die Berechnung des auf die Pfandbriefe in Bezug auf **[Falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist: jede Festgelegte Stückelung]** **[falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** den gesamten ausstehenden Nennbetrag der Schuldverschreibungen] für diesen Zeitraum zahlbaren Zinsbetrags durch Anwendung des Zinssatzes und des Zinstagequotienten (wie nachstehend definiert) auf **[falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** die Festgelegte Stückelung] **[falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** den gesamten ausstehenden Nennbetrag der Schuldverschreibungen] unter Rundung des Ergebnisses auf die nächste [Untereinheit] [im Fall von japanischen Yen: Einheit] der Festgelegten Währung, wobei 0,5 einer [Untereinheit] [Einheit] aufgerundet oder eine andere marktübliche Rundungsregel angewandt wird.]

[Bei angepassten Zinsperioden gilt Folgendes: Der auf die Pfandbriefe in Bezug auf **[falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** jede Festgelegte Stückelung] **[falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** den gesamten ausstehenden Nennbetrag der Schuldverschreibungen] für die jeweilige Zinsperiode zahlbare Zinsbetrag wird durch Anwendung des Zinssatzes und des Zinstagequotienten (wie nachstehend definiert) auf **[falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** jede Festgelegte Stückelung] **[falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** den gesamten ausstehenden Nennbetrag der Schuldverschreibungen] unter Rundung des Ergebnisses auf die nächste [Untereinheit] [im Fall von japanischen Yen: Einheit] der Festgelegten Währung berechnet, wobei 0,5 einer [Untereinheit] [Einheit] aufgerundet oder eine andere marktübliche Rundungsregel angewandt wird.]]

[(5)] *Zinstagesquotient.* „Zinstagequotient“ bezeichnet in Bezug auf eine Zinsperiode,

**IM FALL VON
ACTUAL/ACTUAL
(ICMA REGELUNG
251) GILT
FOLGENDES:**

[[Falls jährliche Zinsperioden und kurze Fassung anwendbar sind, gilt Folgendes: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen im jeweiligen Zinsjahr.]

[[Falls mehrfache Zinsperioden und kurze Fassung anwendbar sind, gilt Folgendes: die tatsächliche Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch das Produkt der Anzahl der Tage in der Feststellungsperiode und der Anzahl der Feststellungsperiodentage, die angenommen, dass Zinsen für das gesamte Jahr zu zahlen wären, in ein Kalenderjahr fallen würden.] **[bei ersten/letzten langen oder kurzen Zinsperioden entsprechende Actual/Actual (ICMA Regelung 251)**

Berechnungsmethode angeben]

„**Zinsberechnungszeitraum**“ bezeichnet den Zeitraum vom zuletzt vorangegangenen [Zinszahltag] [Zinsperiodenendtag] (oder, sofern es keinen solchen Tag gibt, vom Verzinsungsbeginn) (einschließlich) bis zum jeweiligen [Zinszahltag] [Zinsperiodenendtag] (ausschließlich).

[„**Feststellungsperiode**“ bezeichnet den Zeitraum ab [Feststellungsperiodentage] (einschließlich) bis zum [nächstfolgender Feststellungsperiodentag (wobei in dem Fall, dass entweder der Verzinsungsbeginn oder der Zinszahltag/Zinsperiodenendtag nicht auf einen Feststellungsperiodentag fällt, auch der Zeitraum umfasst ist, der am ersten Feststellungsperiodentag vor diesem Tag beginnt und am ersten Feststellungsperiodentag nach diesem Tag endet)] (ausschließlich)].]

**IM FALL VON
ACTUAL/365
(FIXED) GILT
FOLGENDES:**

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 365.

**IM FALL VON
ACTUAL/365
(STERLING) GILT
FOLGENDES:**

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 365 oder, wenn ein [Zinszahltag] [Zinsperiodenendtag] in ein Schaltjahr fällt, geteilt durch 366.

**IM FALL VON
ACTUAL/360 GILT
FOLGENDES:**

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 360.

**IM FALL VON
30/360, 360/360
ODER BOND
BASIS GILT
FOLGENDES:**

die Anzahl von Tagen in der Zinsperiode geteilt durch 360, berechnet gemäß der folgenden Formel:

$$\text{Zinstagequotient} = \frac{[360 \times (J_2 - J_1)] + [30 \times (M_2 - M_1)] + (T_2 - T_1)}{360}$$

wobei:

„**J₁**“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der erste Tag der Zinsperiode fällt,

„**J₂**“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„**M₁**“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der erste Tag der Zinsperiode fällt,

„**M₂**“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„**T₁**“ den als Ziffer ausgedrückten ersten Kalendertag der Zinsperiode bezeichnet, wobei, wenn die Ziffer 31 wäre, T₁ der Ziffer 30 entspricht, und

„T₂“ den als Ziffer ausgedrückten Kalendertag bezeichnet, der dem letzten Tag der Zinsperiode unmittelbar folgt, wobei, wenn diese Ziffer 31 wäre und T₁ größer als 29 ist, T₂ der Ziffer 30 entspricht.]

[Im Fall von 30E/360 oder Eurobond Basis gilt Folgendes: die Anzahl der Tage in der Zinsperiode geteilt durch 360, berechnet gemäß der folgenden Formel:

$$\text{Zinstagequotient} = \frac{[360 \times (J_2 - J_1)] + [30 \times (M_2 - M_1)] + (T_2 - T_1)}{360}$$

wobei:

„J₁“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der erste Tag der Zinsperiode fällt,

„J₂“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„M₁“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in das der erste Tag der Zinsperiode fällt,

„M₂“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„T₁“ den als Ziffer ausgedrückten ersten Kalendertag der Zinsperiode bezeichnet, wobei, wenn die Ziffer 31 wäre, T₁ der Ziffer 30 entspricht, und

„T₂“ den als Ziffer ausgedrückten Kalendertag bezeichnet, der dem letzten Tag der Zinsperiode unmittelbar folgt, wobei, wenn diese Ziffer 31 wäre, T₂ der Ziffer 30 entspricht.

**IM FALL VON
ACTUAL/ACTUAL
ODER
ACTUAL/ACTUAL
(ISDA) GILT
FOLGENDES:**

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 365 (oder, falls ein Teil der Zinsperiode in ein Schaltjahr fällt, die Summe aus (A) der tatsächlichen Anzahl der Tage in dem Teil der Zinsperiode, der in das Schaltjahr fällt, geteilt durch 366 und (B) der tatsächlichen Anzahl der Tage in dem Teil der Zinsperiode, der nicht in das Schaltjahr fällt, geteilt durch 365).

**IM FALL 30E/360
(ISDA) GILT
FOLGENDES:**

die Anzahl der Tage in der Zinsperiode geteilt durch 360, berechnet gemäß der folgenden Formel:

$$\text{Zinstagequotient} = \frac{[360 \times (J_2 - J_1)] + [30 \times (M_2 - M_1)] + (T_2 - T_1)}{360}$$

wobei:

„J₁“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der erste Tag der Zinsperiode fällt,

„J₂“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„M₁“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der erste Tag der Zinsperiode fällt,

„M₂“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„T₁“ den als Ziffer ausgedrückten ersten Kalendertag der Zinsperiode bezeichnet, wobei (i) wenn dieser Tag der letzte Tag im Februar wäre oder (ii) wenn diese Ziffer 31 wäre, T₁ der Ziffer 30 entspricht, und

„T₂“ den als Ziffer ausgedrückten Kalendertag bezeichnet, der dem letzten Tag der Zinsperiode unmittelbar folgt, wobei (i) wenn dieser Tag der letzte Tag im Februar, aber nicht der Fälligkeitstag wäre oder (ii) wenn die Ziffer 31 wäre, T₂ der Ziffer 30 entspricht.

**IM FALL VON
NULLKUPON-
PFANDBRIEFEN
IST FOLGENDES
ANWENDBAR:¹⁰¹**

- (1) *Keine periodischen Zinszahlungen.* Es erfolgen keine periodischen Zinszahlungen auf die Pfandbriefe.
- (2) *Verspätete Zahlungen auf Pfandbriefe.* Zahlt die Emittentin die Pfandbriefe nicht bei Fälligkeit zurück, wird der ausstehende Nennbetrag der Pfandbriefe weiter verzinst, und zwar ab dem Tag, an dem die Pfandbriefe zur Rückzahlung fällig werden (einschließlich), bis zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Pfandbriefe vorangeht (ausschließlich), wobei der gesetzliche Zinssatz für Verzugszinsen Anwendung findet¹⁰²

**§ 4
ZAHLUNGEN**

- (1) (a) *Zahlungen auf Kapital.* Zahlungen auf Kapital in Bezug auf die Pfandbriefe erfolgen nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der die Pfandbriefe zum Zeitpunkt der Zahlung verbriefenden Globalurkunde bei dem Fiscal Agent außerhalb der Vereinigten Staaten.
- (b) *Zahlung von Zinsen.* Die Zahlung von **[im Fall von Nullkupon-Pfandbriefen gilt Folgendes:** gemäß § 3(2) aufgelaufenen] Zinsen auf die Pfandbriefe erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

**IM FALL VON
ZINSAHLUNGEN**

Die Zahlung von **[im Fall von Nullkupon-Pfandbriefen: gemäß § 3(2) aufgelaufenen]** Zinsen auf Pfandbriefe, die durch die Vorläufige

¹⁰¹ Nicht anwendbar im Fall von Jumbo-Pfandbriefen.

¹⁰² Der gesetzliche Zinssatz für Verzugszinsen liegt fünf Prozentpunkte über dem von der Deutschen Bundesbank jeweils veröffentlichten Basiszinssatz, §§ 288 Abs. 1, 247 BGB; der gesetzliche Zinssatz für Verzugszinsen schließt darüber hinausgehende Schadensersatzansprüche nicht aus.

**AUF EINE
VORLÄUFIGE
GLOBALURKUNDE
GILT FOLGENDES:**

Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1(2)(b).]

- (2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher oder sonstiger gesetzlicher Regelungen und Vorschriften erfolgen auf die Pfandbriefe fällige Zahlungen **[Festgelegte Währung]**
- (3) *Vereinigte Staaten.* Für die Zwecke **[im Fall von TEFRA-D-Pfandbriefen, die auf US-Dollar lauten oder in Bezug auf welche Zahlungen aus anderen Gründen in US-Dollar zahlbar sind, gilt Folgendes:** von § 1(2) und] dieses § 4 [sowie von § [6(2)]] bezeichnet „**Vereinigte Staaten**“ die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien und Besitzungen (einschließlich Puerto Ricos, der U. S. Virgin Islands, Guams, American Samoas, Wake Islands und der Northern Mariana Islands).
- (4) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order in Höhe der geleisteten Zahlung von ihrer Zahlungspflicht befreit.

**IM FALL VON
PFANDBRIEFEN,
DIE KAPITAL-
UND/ODER
ZINSAHLUNGEN
IN US-DOLLAR
VORSEHEN GILT
FOLGENDES:¹⁰³**

Ungeachtet der vorstehenden Bestimmungen dieses § 4 gilt, dass im Fall von auf die Pfandbriefe zu leistenden Kapital- und/oder Zinszahlungen in US-Dollar, diese Kapital- und/oder Zinszahlungen auf die Pfandbriefe in US-Dollar bei der Geschäftsstelle einer Zahlstelle in den Vereinigten Staaten erfolgen, wenn:

- (i) die Emittentin Zahlstellen mit Geschäftsstellen außerhalb der Vereinigten Staaten in der begründeten Erwartung bestellt hat, dass diese Zahlstellen in der Lage sind, über ihre Geschäftsstellen außerhalb der Vereinigten Staaten bei Fälligkeit Kapital- und Zinszahlungen auf die Pfandbriefe in voller Höhe in US-Dollar auf die vorstehend festgelegte Weise zu leisten,
- (ii) die Zahlung der entsprechenden Kapital- bzw. Zinsbeträge in voller Höhe bei sämtlichen Geschäftsstellen außerhalb der Vereinigten Staaten aufgrund von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der Zahlung bzw. des Erhalts von Kapital- und Zinsbeträgen in voller Höhe in US-Dollar gesetzlich ist oder wirksam ausgeschlossen wird, und
- (ii) eine solche Zahlung zu dem betreffenden Zeitpunkt nach dem Recht der Vereinigten Staaten zulässig ist und nach Auffassung der Emittentin keinerlei nachteilige steuerliche Folgen für die Emittentin hat.
- (5) *Zahlungsgeschäftstag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf einen Pfandbrief auf einen Tag, der kein Zahlungsgeschäftstag ist, dann hat ein Pfandbriefgläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahlungsgeschäftstag an dem jeweiligen Ort. Ein Pfandbriefgläubiger ist auch nicht berechtigt, weitere Zinsen oder sonstige

¹⁰³ Nicht anwendbar im Fall von Jumbo-Pfandbriefen.

Zahlungen aufgrund dieser Verspätung zu verlangen.

In diesem Zusammenhang bezeichnet „**Zahlungsgeschäftstag**“ einen Tag (außer Samstag oder Sonntag), an dem das Clearing System **[wenn die Festgelegte Währung Euro ist: [und] [,]das Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System] offen [ist] [sind] und Zahlungen abwickel[t] [n] [wenn es sich bei der Festgelegten Währung nicht um Euro handelt oder, falls es sich bei der Festgelegten Währung um Euro handelt und die Öffnung des Geschäftsverkehrs in einem oder mehreren Finanzzentren relevant ist, gilt Folgendes:** und die Geschäftsbanken und Devisenmärkte in **[jedes Maßgebliches Finanzzentrum]** für den allgemeinen Geschäftsverkehr (einschließlich des Handels mit Devisen und Fremdwährungseinlagen) geöffnet sind und Zahlungen abwickeln].

- (6) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapital- oder Zinsbeträge zu hinterlegen, die von den Pfandbriefgläubigern nicht innerhalb von zwölf Monaten nach dem jeweiligen Fälligkeitstag beansprucht worden sind, auch wenn die Pfandbriefgläubiger sich nicht in Annahmeverzug befinden. Wenn und soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der Pfandbriefgläubiger gegen die Emittentin.

§ 5 RÜCKZAHLUNG

- (1) *Rückzahlung bei Fälligkeit.* Jeder Nennbetrag von Pfandbriefen, der dem Berechnungsbetrag entspricht, wird **[zum Rückzahlungsbetrag (wie in Absatz 2 definiert)] am [im Fall eines festgelegten Fälligkeitstages: [Fälligkeitstag]] [im Fall eines Rückzahlungsmonats gilt Folgendes:** in den **[Rückzahlungsmonat] fallenden Zinszahltag] (der „Fälligkeitstag“)** zurückgezahlt.
- (2) *Rückzahlungsbetrag.*

**FALLS DIE
PFANDBRIEFE
ZUM NENN-
BETRAG ZURÜCK-
GEZAHLT
WERDEN, GILT
FOLGENDES:**

Der „**Rückzahlungsbetrag**“ in Bezug auf jeden Nennbetrag der Pfandbriefe, der der Festgelegten Stückelung entspricht, ist **[ein Betrag in Höhe der Festgelegten Stückelung] [im Fall von Nullkupon-Pfandbriefen, die über par zurück gezahlt werden, gilt Folgendes: [●]].**

**FALLS DIE
PFANDBRIEFE ZU
EINEM ANDEREN
ALS DEM NENN-
BETRAG ZURÜCK-
GEZAHLT
WERDEN, GILT
FOLGENDES:¹⁰⁴**

Der „**Rückzahlungsbetrag**“ in Bezug auf jeden Nennbetrag von Pfandbriefen, der der Festgelegten Stückelung entspricht, **[beträgt] [wird wie folgt berechnet:] [●].**

¹⁰⁴ Nur anwendbar im Fall von Befreiten Schuldverschreibungen und nicht anwendbar im Fall von Jumbo-Pfandbriefen.

FALLS DIE
EMITTENTIN DAS
WAHLRECHT HAT,
DIE PFANDBRIEFE
VORZEITIG
ZURÜCKZU-
ZAHLEN (ISSUER
CALL), GILT
FOLGENDES:¹⁰⁵

[(3)] Vorzeitige Rückzahlung nach Wahl der Emittentin.

- (a) Die Emittentin kann nach einer Kündigung gemäß Unterabsatz (b) die zum jeweiligen Zeitpunkt ausstehenden Pfandbriefe insgesamt oder teilweise [am] [an den] Wahlrückzahltag[en] (Call) [zum] [zu den] Wahlrückzahlungs[betrag][beträgen] (Call), wie nachstehend angegeben, nebst etwaigen bis zum jeweiligen Wahlrückzahltag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen. **[Bei Geltung eines Mindestrückzahlungsbetrags oder eines Höheren Rückzahlungsbetrags gilt Folgendes:** Eine solche Rückzahlung muss [mindestens] in Höhe des **[Mindestrückzahlungsbetrag] [Höherer Rückzahlungsbetrag]** erfolgen.]

Wahlrückzahlungs-
tag[e] (Call)

Wahlrückzahlungs[betrag]
[beträge] (Call)

**[Wahlrückzahlungs-
tag[e] (Call)]**

**[Wahlrückzahlungs[betrag]
[beträge] (Call)]**

[_____]

[_____]

[_____]

[_____]

- (b) Die Kündigung ist den Pfandbriefgläubigern durch die Emittentin gemäß § 10 bekannt zu geben. Sie beinhaltet die folgenden Angaben:

(i) Name und Kennnummer der Schuldverschreibungen,

(ii) eine Erklärung, ob die Pfandbriefe ganz oder nur teilweise zurückgezahlt werden, und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Pfandbriefe,

(iii) den Wahlrückzahltag (Call), der nicht weniger als **[fünf Geschäftstage] [andere Mindestkündigungsfrist]** und nicht mehr als **[Höchstkündigungsfrist]** nach dem Tag der Kündigung durch die Emittentin gegenüber den Pfandbriefgläubigern liegen darf, und

(iv) den Wahlrückzahlungsbetrag (Call), zu dem die Pfandbriefe zurückgezahlt werden.

- (c) die Pfandbriefe nur teilweise zurückgezahlt werden, werden die betreffenden Pfandbriefe frühestens 30 Tage vor dem Wahlrückzahltag (Call) (der „**Auswahltag**“) in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt, wobei dies in den Unterlagen dieses Clearing Systems nach dessen Ermessen entweder als so genannter „*pool factor*“ oder als Reduzierung des Nennbetrags zu vermerken ist.

¹⁰⁵ Nicht anwendbar im Fall von Jumbo-Pfandbriefen.

§ 6
AGENTS

- (1) *Bestellung.* Der Fiscal Agent [[,] [und] die Zahlstelle[n]] und [seine][ihre] [jeweilige[n]] Geschäftsstelle[n] [ist] [sind]:

Fiscal Agent:

Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main

(der „**Fiscal Agent**“)

Zahlstelle[n]:

[Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Deutschland]

[Deutsche Bank AG, Filiale London
Winchester House
1 Great Winchester Street
London EC2N 2DB
Vereinigtes Königreich]

[Deutsche Bank Luxembourg S. A.
2 boulevard Konrad Adenauer
L-1115 Luxemburg
Luxemburg]

[Andere Zahlstellen und bezeichnete Geschäftsstellen]

([jeweils einzeln eine] [die] „**Zahlstelle**“ [und zusammen die „**Zahlstellen**“]).

Der Fiscal Agent [,] [und] [die Zahlstelle[n]] [behält] [behalten] sich das Recht vor, jederzeit [seines] [ihre] [jeweilige[n]] Geschäftsstelle[n] durch eine andere Geschäftsstelle zu ersetzen.

- (2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agent [,] [oder] [der] [einer] Zahlstelle] zu ändern oder zu beenden und einen anderen Fiscal Agent [oder eine andere oder zusätzliche Zahlstellen] zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (a) einen Fiscal Agent **[im Fall von Pfandbriefen, die an einer Börse zum Handel zugelassen oder im Amtlichen Handel notiert sind, gilt Folgendes:[,] [und] (b) solange die Pfandbriefe an der [Namen der Börse] zum Handel zugelassen oder im Amtlichen Handel notiert sind, eine Zahlstelle (die der Fiscal Agent sein kann) mit einer Geschäftsstelle in [Sitz der Börse] und/oder an solchen anderen Orten unterhalten, wie nach den Regeln der Börse oder den Vorschriften einer anderen maßgeblichen Behörde verlangt [im Fall von Zahlungen in US-Dollar gilt Folgendes:[,] [und] [(c)], falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten (wie in § 4(3) definiert) aufgrund der Einführung von**

Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in US-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit Geschäftsstelle in den Vereinigten Staaten unterhalten]. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem diese bzw. dieser sofort wirksam wird), sofern dies den Pfandbriefgläubigern gemäß § 10 unter Einhaltung einer Frist von mindestens dreißig und höchstens fünfundvierzig Tagen vorab mitgeteilt worden ist.

- (3) *Beauftragte der Emittentin.* Der Fiscal Agent [,] [und] die Zahlstelle[n] handeln ausschließlich als Beauftragte der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Pfandbriefgläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet. Das Agency Agreement enthält Bestimmungen, nach denen jede Rechtsperson, auf die eine beauftragte Stelle verschmolzen oder in die diese umgewandelt wird oder mit der sie sich zusammenschließt oder auf die sie alle oder im Wesentlichen alle ihrer Vermögensgegenstände überträgt, der Nachfolger dieser Beauftragten werden kann.

§ 7 STEUERN

Alle in Bezug auf die Pfandbriefe zahlbaren Beträge werden unter Abzug oder Einbehalt von Steuern, Abgaben oder staatlicher Gebühren gleich welcher Art gezahlt, falls der Abzug oder Einbehalt gesetzlich vorgeschrieben ist (unter anderem gemäß den Vorschriften einer in Abschnitt 1471(b) des US-Bundessteuergesetzes (*United States Internal Revenue Code*) von 1986 (das "**Gesetz**") beschriebenen Vereinbarung oder gemäß anderweitig in den Abschnitten 1471 bis 1474 des Gesetzes sowie gemäß sämtlichen Vorschriften oder Vereinbarungen bzw. offiziellen Auslegungen dieser Abschnitte ("**FATCA-Abkommen**") oder nach Maßgabe eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen auferlegten Verpflichtungen).

§ 8 VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Pfandbriefe auf zehn Jahre abgekürzt.

§ 9 BEGEBUNG WEITERER PFANDBRIEFE, ANKAUF

- (1) *Begebung weiterer Pfandbriefe.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Pfandbriefgläubiger weitere Pfandbriefe mit gleicher Ausstattung oder gegebenenfalls mit gleicher Ausstattung mit Ausnahme des Tages der Begebung, des Betrags und des Tages der ersten Zinszahlung, des Beginns des Zinslaufs und/oder des Ausgabepreises in der Weise zu begeben, dass sie mit diesen Pfandbriefen eine einheitliche Serie bilden.

- (2) *Ankauf und Entwertung.* Die Emittentin ist berechtigt, jederzeit Pfandbriefe im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Pfandbriefe können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder zur Entwertung bei dem Fiscal Agent eingereicht werden.

§ 10 MITTEILUNGEN

FALLS
„VERÖFFENTLICH
UNG“
ANWENDBAR
IST, GILT
FOLGENDES:

- [(1)] *Veröffentlichung.* Alle die Pfandbriefe betreffenden Mitteilungen sind [,vorbehaltlich nachstehendem Absatz (2),] im Bundesanzeiger zu veröffentlichen. Jede derartige Mitteilung gilt [am Tag ihrer] [●] Veröffentlichung (oder bei mehreren Veröffentlichungen [am Tag der] [●] ersten solchen Veröffentlichung) als wirksam erfolgt.

[falls Pfandbriefe zum Handel am geregelten Markt der Luxemburger Börse zugelassen oder im Amtlichen Handel der Luxemburger Börse notiert sind: Sofern und solange die Pfandbriefe zum Handel am geregelten Markt der Luxemburger Börse zugelassen oder im Amtlichen Handel der Luxemburger Börse notiert sind und soweit die Regeln der Luxemburger Börse dies verlangen, werden alle die Pfandbriefe betreffenden Mitteilungen auch in elektronischer Form auf der Webseite der Luxemburger Börse, (www.bourse.lu)] veröffentlicht.]

FALLS
„MITTEILUNG AN
DAS CLEARING
SYSTEM“
ANWENDBAR IST,
GILT FOLGENDES:

- [(2)] *Mitteilung an das Clearing System.* Die Emittentin kann alle die Pfandbriefe betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Pfandbriefgläubiger übermitteln. [Eine solche Mitteilung an das Clearing System ersetzt die Veröffentlichung nach vorstehendem Absatz (1) **[falls die Pfandbriefe an einer Börse zum Handel am geregelten Markt zugelassen oder notiert sind, gilt Folgendes:**, wobei die Anforderungen oder Regeln dieser Börse[n] in Bezug auf Mitteilungen jedoch Anwendung finden, solange Pfandbriefe an der **[Name der relevanten Börse(n)]** zum Handel am geregelten Markt zugelassen oder notiert sind. Soweit die Regeln der **[Name der relevanten Börse(n)]** es zulassen, kann die Emittentin eine andernfalls nach diesen Bestimmungen erforderliche Veröffentlichung durch eine Mitteilung [(z. B. betreffend den Zinssatz)] an das Clearing System zur Weiterleitung an die Pfandbriefgläubiger ersetzen.] Jede derartige Mitteilung gilt [am Tag, an dem] [am [siebten] [●] [Geschäftstag in London] [Geschäftstag in Frankfurt] [TARGET2-Geschäftstag] [Geschäftstag in **[anderer maßgeblicher Ort]**]], nachdem] [●] diese Mitteilung an das maßgebliche Clearing System erfolgt ist, als den Pfandbriefgläubigern mitgeteilt.]

FALLS
„MITTEILUNG
DURCH
PFANDBRIEF-
GLÄUBIGER ÜBER
DAS/DIE
CLEARING
SYSTEM(E)“
ANWENDBAR

- [(3)] *Mitteilungen durch Pfandbriefgläubiger.* Mitteilungen durch Pfandbriefgläubiger erfolgen über das Clearing System in der durch den Fiscal Agent bzw. das Clearing System für diesen Zweck genehmigten Weise an den Fiscal Agent **[falls die Pfandbriefe an der Luxemburger Börse zum Handel am geregelten Markt zugelassen oder im Amtlichen Handel notiert sind:** oder die Zahlstelle in Luxemburg].

IST, GILT
FOLGENDES:

FALLS
„MITTEILUNG
DURCH
PFANDBRIEF-
GLÄUBIGER
DURCH
SCHRIFTLICHE
NACHRICHT AN
DIE EMITTENTIN“
ANWENDBAR
IST, GILT
FOLGENDES:

[(4)] *Mitteilungen durch Pfandbriefgläubiger.* Die Pfandbriefe betreffende Mitteilungen durch Pfandbriefgläubiger an die Emittentin gelten als wirksam erfolgt, wenn sie der Emittentin in schriftlicher Form [[persönlich übergeben oder] per Einschreiben] übersandt wurden] **[andere Art der Abgabe der Mitteilung in Bezug auf die Emittentin]**. Eine solche Mitteilung gilt am Tag ihrer Zustellung als erfolgt oder gilt, falls sie an einem anderen Tag als einem Mitteilungszustellungs-Geschäftstag oder nach 17:00 Uhr im Mitteilungszustellungs-Geschäftstageszentrum an einem Mitteilungszustellungs-Geschäftstag zugestellt wird, am nächstfolgenden Mitteilungszustellungs-Geschäftstag als wirksam. Der Pfandbriefgläubiger muss der Emittentin einen zufrieden stellenden Nachweis über die von ihm gehaltenen Pfandbriefe erbringen; falls die Pfandbriefe durch eine Globalurkunde verbrieft sind, erfolgt dieser Nachweis voraussichtlich in Form einer Bestätigung durch das maßgebliche Clearing System oder die Depotbank, bei der der Gläubiger ein Wertpapierdepot für die Pfandbriefe unterhält.

Für die Zwecke dieser Bestimmung bezeichnet:

„**Mitteilungszustellungs-Geschäftstag**“ einen Tag (außer Samstag oder Sonntag), an dem Banken und Devisenmärkte in **[Mitteilungszustellungs-Geschäftstageszentrum]** (das „**Mitteilungszustellungs-Geschäftstageszentrum**“) allgemein für die Abwicklung von Zahlungen geöffnet sind.

§ 11

ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

- (1) *Anwendbares Recht.* Form und Inhalt der Pfandbriefe sowie die Rechte und Pflichten der Pfandbriefgläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.
- (2) *Gerichtsstand.* Gerichtsstand für sämtliche Klagen und sonstige Verfahren ist Frankfurt am Main.
- (3) *Gerichtliche Geltendmachung.* Jeder Pfandbriefgläubiger ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Pfandbriefgläubiger und die Emittentin Partei sind, seine Rechte aus diesen Pfandbriefen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen:
 - (i) indem er eine Bescheinigung der Depotbank beibringt, bei der er für die Pfandbriefe ein Wertpapierdepot unterhält, welche
 - (a) den vollständigen Namen und die vollständige Adresse des Pfandbriefgläubigers enthält,
 - (b) den Gesamtnennbetrag der Pfandbriefe bezeichnet, die zum Datum der Bescheinigung auf dem Wertpapierdepot verbucht sind, und

- (c) bestätigt, dass die Depotbank gegenüber dem maßgeblichen Clearing System eine schriftliche Erklärung bezüglich der Absicht des Pfandbriefgläubigers, seine Ansprüche unmittelbar geltend zu machen, abgegeben hat, (A) die die vorstehend unter (a) und (b) bezeichneten Informationen enthält, (B) deren Empfang vom Clearing System bestätigt wurde, und (C) die vom Clearing System an die Depotbank zurück geschickt wurde; und
- (ii) indem er eine Kopie der die betreffenden Pfandbriefe verbriefenden Globalurkunde, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Pfandbriefe verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre.

Für die Zwecke des Vorstehenden bezeichnet „**Depotbank**“ jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Pfandbriefgläubiger ein Wertpapierdepot für die Pfandbriefe unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Pfandbriefgläubiger seine Rechte aus den Pfandbriefen auch auf jede andere Weise schützen oder geltend machen, die in dem Land, in dem der Rechtsstreit geführt wird, prozessual zulässig ist.

§ 12 SPRACHE

[Diese Bedingungen der Pfandbriefe sind in deutscher Sprache abgefasst. [Eine Übersetzung in die englische Sprache ist beigefügt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]]
[Diese Bedingungen sind in englischer Sprache abgefasst.] Eine Übersetzung in die deutsche Sprache ist beigefügt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]]

Emissionsbedingungen für variabel verzinsliche Pfandbriefe (Option IV)

Diese Serie von Pfandbriefen wird gemäß einem Zahlstellenvertrag vom 26. Juni 2014 (einschließlich einer etwaigen geänderten, ergänzten und/oder neugefassten Fassung dieses Vertrags, das „**Agency Agreement**“) begeben, welcher die Emissionsbedingungen (die „**Bedingungen**“) der Pfandbriefe enthält und unter anderem zwischen Deutsche Bank Aktiengesellschaft („**Deutsche Bank**“ oder die „**Emittentin**“) und [Deutsche Bank Aktiengesellschaft] [Deutsche Bank Aktiengesellschaft, handelnd durch ihre Filiale London] als Fiscal Agent (der „**Fiscal Agent**“, wobei dieser Begriff jeden Nachfolger des Fiscal Agent gemäß dem Agency Agreement einschließt) und den anderen darin genannten Parteien geschlossen wurde.

**FALLS DIE IN
DIESER OPTION IV
AUFGEFÜHRTEN
EMISSIONS-
BEDINGUNGEN
NICHT IN DEN
ENDGÜLTIGEN
BEDINGUNGEN
WIEDERHOLT UND
VERVOLL-
STÄNDIGT
WERDEN, GILT
FOLGENDES:**

Jede Tranche von Pfandbriefen, bei denen es sich nicht um Befreite Schuldverschreibungen (wie nachstehend definiert) handelt, unterliegt endgültigen Bedingungen (jeweils die „**Endgültigen Bedingungen**“), und jede Tranche von Pfandbriefen, bei denen es sich um Befreite Schuldverschreibungen handelt, unterliegt einem Konditionenblatt (jeweils ein „**Konditionenblatt**“), sofern nichts anderes bestimmt ist. Jede Bezugnahme in diesen Bedingungen auf die „Endgültigen Bedingungen“ ist gegebenenfalls auch als Bezugnahme auf das „Konditionenblatt“ zu verstehen. Die Bestimmungen der nachstehenden Bedingungen gelten für die Pfandbriefe in der jeweils durch die Bestimmungen von Teil I der anwendbaren Endgültigen Bedingungen vervollständigten Form oder, sofern die Pfandbriefe weder zum Handel an einem geregelten Markt innerhalb des Europäischen Wirtschaftsraums zugelassen sind noch im Europäischen Wirtschaftsraum in Fällen angeboten werden, in denen nach Maßgabe der Prospektrichtlinie die Veröffentlichung eines Prospekts vorgeschrieben ist (eine „**Befreite Schuldverschreibung**“), wie jeweils durch das anwendbare Konditionenblatt für die Zwecke der Schuldverschreibungen ergänzt, ersetzt oder geändert. Der Begriff „**Prospektrichtlinie**“ bezeichnet die Richtlinie 2003/71/EG sowie die Änderungen dieser Richtlinie, einschließlich der PR-Änderungsrichtlinie 2010, soweit diese in dem maßgeblichen Mitgliedstaat des Europäischen Wirtschaftsraums umgesetzt wurde, und umfasst alle maßgeblichen Umsetzungsmaßnahmen in dem maßgeblichen Mitgliedstaat, wobei „**PR-Änderungsrichtlinie 2010**“ die Richtlinie 2010/73/EU bezeichnet. Die Leerstellen in den auf die Pfandbriefe anwendbaren Bestimmungen von Teil I dieser Bedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob diese Angaben in die betreffenden Bestimmungen eingefügt wären; alternative oder wählbare Bestimmungen dieser Bedingungen, deren Entsprechungen in den Endgültigen Bedingungen nicht ausdrücklich ausgefüllt oder die gestrichen sind, gelten als aus diesen Bedingungen gestrichen; sämtliche auf die Pfandbriefe nicht anwendbaren Bestimmungen dieser Bedingungen (einschließlich der Anweisungen, Anmerkungen und der Texte in eckigen Klammern) gelten als aus diesen Bedingungen gestrichen, so dass die Bestimmungen der Endgültigen Bedingungen Geltung erhalten, wobei – soweit relevant – jede Bezugnahme in den Endgültigen Bedingungen auf „Schuldverschreibungen“ auch als Bezugnahme auf „Pfandbriefe“ und jede Bezugnahme auf „Gläubiger der Schuldverschreibungen“ auch als Bezugnahme auf „Pfandbriefgläubiger“ zu verstehen ist.

§ 1

WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN

- (1) *Währung und Stückelung.* Diese Serie von Hypothekendarlehenpfandbriefen (die „**Pfandbriefe**“ oder die „**Schuldverschreibungen**“) der Emittentin wird in **[Festgelegte Währung]**¹⁰⁶ (die „**Festgelegte Währung**“) im Gesamtnennbetrag von [bis zu] **[Gesamtnennbetrag]** (in Worten: **[Gesamtnennbetrag in Worten]**)¹⁰⁷ [in einer Stückelung] [in Stückelungen] von **[Festgelegte Stückelung[en]]** (die „**Festgelegte[n] Stückelung[en]**“) begeben.]

**IM FALL VON
PFANDBRIEFEN,
DIE BEI IHRER
BEBEGUNG
DURCH EINE
DAUERGLOBAL-
URKUNDE
VERBRIEFT SIND,
GILT FOLGENDES:**

- (2) *Form und Globalurkunde.* Die Pfandbriefe lauten auf den Inhaber und sind durch eine Dauerglobalurkunde (die „**Dauerglobalurkunde**“) ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die Unterschriften zweier Zeichnungsberechtigter der Emittentin und des von der Bundesanstalt für Finanzdienstleistungsaufsicht bestellten Treuhänders[,] [und] ist mit einer Kontrollunterschrift versehen **[im Fall von Globalurkunden im NGN-Format gilt Folgendes:** und wird durch den gemeinsamen Verwahrer (common safekeeper) (der „**Gemeinsame Verwahrer**“) aufgrund einer Vollmacht der Emittentin für diese handschriftlich unterzeichnet. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

**FALLS DIE
PFANDBRIEFE
ANFÄNGLICH
DURCH EINE
VORLÄUFIGE
GLOBALURKUNDE
VERBRIEFT SIND,
GILT FOLGENDES:**

- (2) *Form und Globalurkunde – Austausch.*
- (a) Die Pfandbriefe lauten auf den Inhaber und sind anfänglich durch eine vorläufige Globalurkunde (die „**Vorläufige Globalurkunde**“) ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen eine Dauerglobalurkunde (die „**Dauerglobalurkunde**“, zusammen mit der Vorläufigen Globalurkunde jeweils eine „**Globalurkunde**“) ohne Zinsscheine ausgetauscht werden. Die Vorläufige Globalurkunde und die Dauerglobalurkunde tragen die Unterschriften zweier Zeichnungsberechtigter der Emittentin und des von der Bundesanstalt für Finanzdienstleistungsaufsicht bestellten Treuhänders[,] [und] sind mit einer Kontrollunterschrift versehen **[im Fall von Globalurkunden im NGN-Format gilt Folgendes:** und werden durch den gemeinsamen Verwahrer (der „**Gemeinsame Verwahrer**“) aufgrund einer Vollmacht der Emittentin für diese handschriftlich unterzeichnet]. Einzelurkunden und Zinsscheine werden nicht ausgegeben.
- (b) Die Vorläufige Globalurkunde wird an einem Tag (der „**Austauschtag**“), der nicht mehr als 180 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt, gegen die Dauerglobalurkunde ausgetauscht. Der Austausch für einen solchen Austausch darf nicht weniger als vierzig Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegen. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen erfolgen, wonach der bzw. die wirtschaftliche(n) Eigentümer (beneficial owner) der durch die Vorläufige Globalurkunde

¹⁰⁶ Jumbo-Pfandbriefe sind in Euro denominated.

¹⁰⁷ Das Mindestvolumen von Jumbo-Pfandbriefen beträgt €1 Mrd. Bei der Erstemission muss das Volumen mindestens €750 Mio betragen. Die Emittentin ist verpflichtet, das ausstehende Emissionsvolumen innerhalb von 180 Kalendertagen nach der Erstemission auf mindestens €1 Mrd. zu erhöhen.

verbrieften Pfandbriefe keine US-Person ist bzw. keine US-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Pfandbriefe über solche Finanzinstitute halten). Zinszahlungen auf durch eine Vorläufige Globalurkunde verbrieft Pfandbriefe erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der Vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt, diese Vorläufige Globalurkunde gemäß diesem Unterabsatz (b) dieses Absatzes (2) auszutauschen. Wertpapiere, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in § 4(3) definiert) zu liefern.

- (3) *Clearing System.* Die Globalurkunde wird [von einer gemeinsamen Verwahrstelle] von oder für ein Clearing System verwahrt bis [, im Fall einer Dauerglobalurkunde,] sämtliche Verbindlichkeiten der Emittentin aus den Pfandbriefen erfüllt sind. „**Clearing System**“ bezeichnet [bei mehr als einem Clearing System: jeweils]: [Clearstream Banking AG, Neue Börsenstraße 8, 60487 Frankfurt am Main, Deutschland („**CBF**“)¹⁰⁸] [,] [und] [Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxemburg, Luxemburg („**CBL**“)] [,] [und] [Euroclear Bank S. A./N.V., Boulevard du Roi Albert II, 1210 Brüssel, Belgien („**Euroclear**“)] [und] [anderes Clearing System angeben] sowie jeden Nachfolger in dieser Eigenschaft.

IM FALL VON PFANDBRIEFEN, DIE FÜR DIE ICSDS VERWAHRT WERDEN, GILT FOLGENDES:

[Im Fall von Globalurkunden im NGN-Format gilt Folgendes: Die Pfandbriefe werden in Form einer neuen Globalurkunde („**NGN**“) begeben und werden von einem Gemeinsamen Verwahrer für Euroclear und CBL (jeweils ein „**ICSD**“ und zusammen die „**ICSDs**“) verwahrt.]

[Im Fall von Globalurkunden im CGN-Format gilt Folgendes: Die Pfandbriefe werden in Form einer klassischen Globalurkunde („**CGN**“) begeben und werden von einer gemeinsamen Verwahrstelle für Euroclear und CBL (jeweils ein „**ICSD**“ und zusammen die „**ICSDs**“) verwahrt.]

- (4) *Pfandbriefgläubiger.* „**Pfandbriefgläubiger**“ bezeichnet in Bezug auf die bei einem Clearing System oder einer sonstigen zentralen Wertpapierverwahrstelle hinterlegten Pfandbriefe jeden Inhaber eines Miteigentumsanteils oder eines anderen vergleichbaren Rechts an den hinterlegten Pfandbriefen.

IM FALL VON GLOBALURKUNDEN IM NGN-FORMAT GILT FOLGENDES:

- (5) *Unterlagen der ICSDs.* Als Nennbetrag der durch die Globalurkunde verbrieften Pfandbriefe gilt der jeweils in den Unterlagen der beiden ICSDs verzeichnete Gesamtbetrag. Die Unterlagen der ICSDs (wobei dieser Ausdruck die Unterlagen bezeichnet, die jeder der ICSDs für seine Kunden führt und in welchen der Betrag des auf jeden Kunden entfallenden Miteigentumsanteils an den Pfandbriefen erfasst ist) gelten als schlüssiger Beweis in Bezug auf den Nennbetrag der durch die Globalurkunde verbrieften Pfandbriefe; zu diesem Zweck gilt eine von einem ICSD erstellte Bescheinigung über den Nennbetrag der verbrieften Pfandbriefe (die dem Gläubiger auf Verlangen zur Verfügung zu stellen

¹⁰⁸ Im Fall von Pfandbriefen, die an der Frankfurter Börse zum Börsenhandel zugelassen werden, erfolgt das Clearing üblicherweise über CBF.

ist) als ausreichender Beweis in Bezug auf die Unterlagen des betreffenden ICSD zu dem jeweiligen Zeitpunkt.

Bei der Rückzahlung oder Zahlung von Raten oder Zinsen auf die Pfandbriefe und beim Rückkauf und bei der Entwertung von Pfandbriefen, die durch diese Globalurkunde verbrieft sind, hat die Emittentin sicherzustellen, dass nähere Angaben zu der Rückzahlung oder Zahlung bzw. dem Rückkauf und der Entwertung in Bezug auf die Globalurkunde unter Angabe des betroffenen Anteils in den Unterlagen der ICSDs vermerkt wird; mit der Vornahme jedes solchen Vermerks verringert sich der Nennbetrag der in den Unterlagen der ICSDs eingetragenen und durch die Globalurkunde verbrieften Pfandbriefe um den Gesamtnennbetrag der zurückgezahlten oder zurückgekauften und entwerteten Pfandbriefe oder um den Gesamtbetrag der gezahlten Raten.

§ 2 STATUS

Die Pfandbriefe begründen nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander gleichrangig sind. Die Pfandbriefe sind nach Maßgabe des Pfandbriefgesetzes gedeckt und stehen mindestens im gleichen Rang mit allen anderen Verpflichtungen der Emittentin aus Hypothekenpfandbriefen.

§ 3 ZINSEN

- (1) *Zinsen.* Jeder Pfandbrief wird in Bezug auf den eingezahlten Betrag] ab dem **[Verzinsungsbeginn]** (einschließlich) (der „**Verzinsungsbeginn**“) wie nachstehend beschrieben verzinst. Die Verzinsung erfolgt in Bezug auf jede Zinsperiode.
- (2) *Zinszahltag(e).* Zinszahlungen erfolgen nachträglich am **[Zinszahltag(e)]** eines jeden Jahres bis zum Fälligkeitstag (wie in § 5(1) definiert)] **[●** Geschäftstag, der jedem Zinsperiodenendtag nachfolgt] **[Zinszahltag(e)]** (jeweils ein „**Zinszahltag**“) (einschließlich). **[Wenn ein Zinszahltag auf einen Tag nach dem Finalen Zinsperiodenendtag einer Zinsperiode fällt, gilt Folgendes:** Sollten die Zinsen für eine Zinsperiode erst nach dem Finalen Zinsperiodenendtag dieser Zinsperiode zahlbar werden, führt dies nicht dazu, dass zusätzliche Zinsen oder sonstige Beträge zu zahlen sind.]
- (3) *Zinsbetrag.* Der in Bezug auf **[falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** jede Festgelegte Stückelung] **[falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** den gesamten ausstehenden Nennbetrag der Schuldverschreibungen] für eine Zinsperiode zu zahlende Zinsbetrag (jeweils ein „**Zinsbetrag**“) wird von **[der Berechnungsstelle]** **[dem Fiscal Agent]** als das Produkt aus (a), **falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** der Festgelegten Stückelung] **[falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** dem gesamten ausstehenden Nennbetrag

der Schuldverschreibungen], (b) dem Zinssatz und (c) dem Zinstagequotienten, wie jeweils für die betreffende Zinsperiode anwendbar, unter Rundung des Ergebnisses auf die nächste [Untereinheit] [im Fall von japanischen Yen, gilt Folgendes: Einheit] der Festgelegten Währung berechnet, wobei 0,5 einer [Untereinheit] [Einheit] aufgerundet wird.

- (4) Zinssatz. [Vorbehaltlich des nachstehenden [Absatz (5)] [wird] [entspricht] der Zinssatz (der „Zinssatz“) für jede Zinsperiode

**IM FALL VON
EINFACHEN
VARIABLEN
VERZINSLICHEN
PFANDBRIEFEN
GILT FOLGENDES:**

dem Referenzsatz.

[Falls der Referenzsatz auf Euribor oder Libor bezogen ist, es eine kurze oder lange erste Zinsperiode gibt und Interpolation anwendbar ist, gilt Folgendes: Der bei der Berechnung des anwendbaren Referenzsatzes für die Zinsperiode vom Verzinsungsbeginn (einschließlich) bis zum ersten [Zinszahlungstag] [Zinsperiodenendtag] (ausschließlich) (d. h. die erste Zinsperiode) verwendete Variable Zinssatz wird von der Berechnungsstelle durch lineare Interpolation zwischen dem Satz, der gemäß der Definition des Begriffs „Variabler Zinssatz“ bestimmt würde, wenn die Laufzeit bis zur Festgelegten Endfälligkeit der Ersten Interpolationsperiode entspräche, und dem Satz, der gemäß der Definition des Begriffs „Variabler Zinssatz“ bestimmt würde, wenn die Laufzeit bis zur Festgelegten Endfälligkeit der Zweiten Interpolationsperiode entspräche, bestimmt. Für die Zwecke der Interpolation gelten in Bezug auf den jeweiligen Variablen Zinssatz die in Absatz [(10)] gemachten Angaben, mit Ausnahme der Angaben über die Festgelegte Endfälligkeit, für die die in diesem Abschnitt gemachten Angaben maßgeblich sind.]

[Falls der Referenzsatz auf Euribor oder Libor bezogen ist, es eine kurze oder lange letzte Zinsperiode gibt und Interpolation anwendbar ist, gilt Folgendes: Der bei der Berechnung des anwendbaren Referenzsatzes für die Zinsperiode vom letzten dem Fälligkeitstag vorausgehenden [Zinszahlungstag] [Zinsperiodenendtag] (einschließlich) bis zum Fälligkeitstag (wie in § 5 Absatz (1) definiert) (ausschließlich) (d. h. die letzte Zinsperiode) wird von der Berechnungsstelle durch lineare Interpolation zwischen dem Satz, der gemäß der Definition des Begriffs „Variabler Zinssatz“ bestimmt würde, wenn die Laufzeit bis zur Festgelegten Endfälligkeit der Ersten Interpolationsperiode entspräche und dem Satz, der gemäß der Definition des Begriffs „Variabler Zinssatz“ bestimmt würde, wenn die Laufzeit bis zur Festgelegten Endfälligkeit der Zweiten Interpolationsperiode entspräche, bestimmt. Für die Zwecke der Interpolation gelten in Bezug auf den jeweiligen Variablen Zinssatz die in Absatz [(10)] gemachten Angaben, mit Ausnahme der Angaben über die Festgelegte Endfälligkeit, für die die in diesem Abschnitt gemachten Angaben maßgeblich sind.]

**IM FALL VON
RANGE-ACCRUAL-
PFANDBRIEFEN
GILT FOLGENDES:**

[Im Fall von Pfandbriefen mit anfängliche(r)(n) Festzinsperiode(n) gilt Folgendes:

- (a) im Fall der ersten [und][,] [zweiten] [und][,] [dritten] [und] [vierten] Zinsperiode [Festzinssatz] Prozent per annum; und
- (b) [i]m Fall jeder [im Fall von Pfandbriefen mit einer anfänglichen Festzinsperiode gilt Folgendes: folgenden]

Zinsperiode dem Produkt aus (i) **[Festzinssatz]** Prozent und (ii) dem Quotienten der Zinskorridortage (als Zähler) und der Feststellungstage (als Nenner) der jeweiligen Zinsansammlungsperiode in Bezug auf die betreffende Zinsperiode, gerundet **[auf zwei Nachkommastellen (wobei aufgerundet wird, wenn die dritte Nachkommastelle eine sechs oder höher ist, und ansonsten abgerundet wird)]** **[andere Rundungsregel]**.

WENN EIN
MINDEST-
UND/ODER EIN
HÖCHSTZINSSATZ
ANWENDBAR IST,
GILT FOLGENDES:

[(5)] **[Mindest][- und] [Höchst]zinssatz**

[Falls ein Mindestzinssatz anwendbar ist, gilt Folgendes: Wenn der gemäß den vorstehenden Bestimmungen für eine Zinsperiode ermittelte Zinssatz niedriger ist als der Mindestzinssatz, entspricht der Zinssatz für diese Zinsperiode dem Mindestzinssatz. Der Mindestzinssatz entspricht **[●]**.]

[Falls ein Höchstzinssatz anwendbar ist, gilt Folgendes: Wenn der gemäß den vorstehenden Bestimmungen für eine Zinsperiode ermittelte Zinssatz höher ist als der Höchstzinssatz, entspricht der Zinssatz für diese Zinsperiode dem Höchstzinssatz. Der Höchstzinssatz entspricht **[●]**.]

[(6)] *Berechnungen und Feststellungen.* Soweit in diesem § 3 nicht etwas anderes bestimmt ist, werden sämtliche Berechnungen und Feststellungen, die nach diesem § 3 vorzunehmen sind, durch die Berechnungsstelle vorgenommen. Die Berechnungsstelle legt den Zinssatz an den für die Festlegung des Zinssatzes jeweils vorgesehenen Terminen oder so bald wie möglich danach fest.

[(7)] *Mitteilungen von Zinssatz und Zinsbetrag.* Die Berechnungsstelle wird veranlassen, dass der Zinssatz und jeder Zinsbetrag für eine jede Zinsperiode der Emittentin **[im Fall von Pfandbriefen, die an der Luxemburger Börse zum Handel zugelassen oder im Amtlichen Handel notiert sind, gilt Folgendes:**, der Zahlstelle] und den Pfandbriefgläubigern gemäß § 10 und, sofern die Vorschriften einer Börse, an der die Pfandbriefe zu dem betreffenden Zeitpunkt zum Handel zugelassen oder notiert sind, dies verlangen, der betreffenden Börse, so bald wie möglich nach der Feststellung, keinesfalls aber später als am **[vierten Geschäftstag] [anderer Zeitpunkt]** mitgeteilt werden. Im Fall einer Verlängerung oder Verkürzung der Zinsperiode können der mitgeteilte Zinsbetrag ohne Vorankündigung nachträglich abgeändert (oder andere geeignete Anpassungsregelungen getroffen) werden. Im Fall einer Verlängerung oder Verkürzung der Zinsperiode können der mitgeteilte Zinsbetrag ohne Vorankündigung nachträglich abgeändert (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Änderung wird jeder Börse, an der die Pfandbriefe zu dem betreffenden Zeitpunkt zum Handel zugelassen oder notiert sind, **[im Fall von Pfandbriefen, die an der Luxemburger Börse zum Handel zugelassen oder im Amtlichen Handel notiert sind, gilt Folgendes:** der Zahlstelle] und den Pfandbriefgläubigern gemäß § 10 mitgeteilt.

[(8)] *Verbindlichkeit der Feststellungen.* Alle Bescheinigungen, Mitteilungen, Gutachten, Feststellungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieses § 3 vorgenommen, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, den Fiscal Agent, die Zahlstellen und die Pfandbriefgläubiger bindend.

[(9)] *Auflaufende Zinsen.* Der Zinslauf der Pfandbriefe endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden, es sei denn, die Zahlung des Kapitalbetrags wird unberechtigterweise vorenthalten oder verweigert. Zahlt die Emittentin die Pfandbriefe nicht bei Fälligkeit zurück, wird der ausstehende Nennbetrag der Pfandbriefe weiter verzinst, und zwar ab dem Tag, an dem die Pfandbriefe zur Rückzahlung fällig werden, (einschließlich) bis zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Pfandbriefe vorangeht (ausschließlich), wobei der gesetzliche Zinssatz für Verzugszinsen¹⁰⁹ Anwendung findet.

[(10)] *Begriffsbestimmungen.* Für die Zwecke dieser Bestimmungen gelten folgende Begriffsbestimmungen:

„**Geschäftstag**“ bezeichnet einen Tag (außer Samstag oder Sonntag), an dem [Geschäftsbanken und Devisenmärkte Zahlungen abwickeln und in **[sämtliche relevanten Finanzzentren]** für den allgemeinen Geschäftsverkehr geöffnet sind (einschließlich des Handels mit Devisen und Fremdwährungseinlagen) **[falls die festgelegte Währung Euro ist: und]** das Trans-European Automated Real-Time Gross Settlement (TARGET2) System betriebsbereit ist].

[Sofern der Referenzsatz EURIBOR/LIBOR ist, gilt Folgendes: „Festgelegte Endfälligkeit“ bezeichnet [●].]

[Im Fall von Range-Accrual-Schuldverschreibungen anwendbar: „Feststellungstage“ bezeichnet die Anzahl der [Geschäftstage] [Kalendertage] in der betreffenden Zinsansammlungsperiode.]

[Sofern der Referenzsatz EURIBOR/LIBOR ist und Interpolation anwendbar ist, gilt Folgendes: „Erste Interpolationsperiode“ bezeichnet [●].]

[„Zinsfeststellungstag“ bezeichnet den [zweiten] [zutreffende andere Anzahl von Tagen: ●] [TARGET2-] [Londoner] [anderer maßgeblicher Ort: ●] Geschäftstag [vor Beginn] [nach] der jeweiligen Zinsperiode.]

„**Zinsperiode**“ bezeichnet den Zeitraum vom Verzinsungsbeginn (einschließlich) bis zum ersten **[falls die Zinsperiode(n) an dem bzw. den Zinszahltag(en) enden: Zinszahltag (ausschließlich) und danach jeweils von einem Zinszahltag (einschließlich) bis zum nächstfolgenden Zinszahltag (ausschließlich)] [falls die Zinsperiode(n) an dem bzw. den Zinsperiodenendtag(en) enden: Zinsperiodenendtag (ausschließlich) und danach jeweils von einem Zinsperiodenendtag (einschließlich) bis zum darauf folgenden Zinsperiodenendtag (ausschließlich) (wobei der letztgenannte Tag jeweils als „Zinsperiodenendtag“ der betreffenden Zinsperiode bezeichnet wird)].**

[Im Fall von Anpassung der Zinsperioden gilt Folgendes: Falls es in dem Kalendermonat, in den ein [Zinszahltag] [Zinsperiodenendtag] fallen sollte, keine numerische Entsprechung für diesen Tag gibt oder ein [Zinszahltag] [Zinsperiodenendtag] ansonsten auf einen Tag fallen würde, der kein Geschäftstag ist, **[im Fall von Anwendung der Folgender-**

¹⁰⁹ Der gesetzliche Zinssatz für Verzugszinsen liegt fünf Prozentpunkte über dem von der Deutschen Bundesbank jeweils veröffentlichten Basiszinssatz, §§ 288 Abs. 1, 247 BGB; der gesetzliche Zinssatz für Verzugszinsen schließt darüber hinausgehende Schadensersatzansprüche nicht aus.

Geschäftstag-Konvention gilt Folgendes: wird der [Zinszahltag] [Zinsperiodenendtag] auf den nächsten Tag verschoben, der ein Geschäftstag ist.] **[im Fall von Anwendung der Modifizierten Folgender-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den nächsten Tag verschoben, der ein Geschäftstag ist, es sei denn, er würde dadurch in den folgenden Kalendermonat fallen; in diesem Fall wird der [Zinszahltag] [Zinsperiodenendtag] auf den unmittelbar vorangegangenen Geschäftstag vorgezogen.] **[im Fall von Anwendung der Vorangegangener-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den unmittelbar vorangegangenen Geschäftstag vorgezogen.]

„Zinsperiodenendtag“ bezeichnet [Zinsperiodenendtage].

[[Der] „Zinskorridor“ [bezeichnet ●] [für jede Zinsperiode ist: ●].]

[„Zinskorridortage“ bezeichnet in Bezug auf eine Zinsperiode die Anzahl der [Kalendertage] [Geschäftstage], an welchen festgestellt wird, dass der Referenzsatz in der jeweiligen Zinsansammlungsperiode für die betreffende Zinsperiode nicht außerhalb des Zinskorridors liegt, wobei die Ober- und Untergrenze des Zinskorridors als zum Zinskorridor gehörig angesehen werden. **[Wenn Berechnungen unter Bezugnahme auf Kalendertage vorzunehmen sind, gilt Folgendes:** Sofern es sich bei einem Kalendertag nicht um einen Geschäftstag handelt, ist der Referenzsatz für den Betreffenden Tag der für den unmittelbar vorangegangenen Geschäftstag festgestellte Referenzsatz.]]

IM FALL VON
BILDSCHIRMFEST-
STELLUNG GILT
FOLGENDES:

Der „Referenzsatz“ ist

[im Fall gegenläufig variabel verzinslicher Schuldverschreibungen gilt Folgendes:

[+] [-] [●] % per annum (die „Marge“) [plus] [minus]]

[im Fall von Partizipations-Schuldverschreibungen gilt Folgendes:

([+] [-] [●] % (die „Partizipation“) multipliziert mit]

[falls EURIBOR/LIBOR anwendbar ist: [im Fall von Partizipations-Schuldverschreibungen, bei denen der Referenzsatz durch Addition oder Subtraktion von zwei Sätzen berechnet wird, gilt Folgendes: (Idem Angebotssatz (ausgedrückt als Prozentsatz per annum) für Einlagen in der Festgelegten Währung mit einer Laufzeit bis zur Festgelegten Endfälligkeit (ein „Variabler Zinssatz“), der um 11.00 Uhr ([Brüsseler] [Londoner] Ortszeit) am Zinsfeststellungstag auf der Bildschirmseite angezeigt wird [(●-Monats-EURIBOR)] [(●-Monats-LIBOR)] **[im Fall von Partizipations-Schuldverschreibungen, bei denen der Referenzsatz nicht durch Addition oder Subtraktion von zwei Sätzen berechnet wird, gilt Folgendes:)][.]**

[falls CMS anwendbar ist: [im Fall von Partizipations-Schuldverschreibungen, bei denen der Referenzsatz durch Addition oder Subtraktion von zwei Sätzen berechnet wird, gilt Folgendes: (Ider Satz für [Währung]-Swaps mit einer Laufzeit von [Laufzeit], ausgedrückt als Prozentsatz bezogen auf [maßgeblicher kurzfristig variabler Index] (ein „CMS-Satz“), der um [11.00 Uhr] ([New Yorker] [●]

Ortszeit) am Zinsfeststellungstag auf der Bildschirmseite angezeigt wird **[im Fall von Partizipations-Schuldverschreibungen, bei denen der Referenzsatz nicht durch Addition oder Subtraktion von zwei Sätzen berechnet wird, gilt Folgendes:)][.] [**

[abzüglich]

[zuzüglich]

[falls EURIBOR/LIBOR anwendbar ist: des Angebotssatzes (ausgedrückt als Prozentsatz per annum) für Einlagen in der Festgelegten Währung mit einer Laufzeit bis zur Festgelegten Endfälligkeit (ein „**Variabler Zinssatz**“), der um 11.00 Uhr ([Brüsseler] [Londoner] Ortszeit) am Zinsfeststellungstag auf der Bildschirmseite angezeigt wird [(•-Monats-EURIBOR)] [(•-Monats-LIBOR)] ()][.]]¹¹⁰

[falls CMS anwendbar ist: des Satzes für [Währung]-Swaps mit einer Laufzeit von [Laufzeit], ausgedrückt als Prozentsatz bezogen auf [maßgeblicher kurzfristig variabler Index] (ein „**CMS-Satz**“), der um [11.00 Uhr] ([New Yorker] [•] Ortszeit) am Zinsfeststellungstag auf der Sekundären Bildschirmseite angezeigt wird)][.]]¹¹¹

[Im Fall einer Marge gilt Folgendes: [zuzüglich] [abzüglich] [•] Prozent per annum (die „**Marge**“), wobei alle Feststellungen durch die Berechnungsstelle erfolgen.]]

„**Bildschirmseite**“ bezeichnet [maßgebliche Bildschirmseite] oder die jeweilige Nachfolgesite des betreffenden Dienstes oder eines anderen Dienstes, der zum Zweck der Anzeige von Sätzen oder Kursen, die mit dem jeweiligen Angebotssatz bzw. -kurs vergleichbar sind, als Informationsanbieter benannt wird.

[Wenn der Referenzsatz EURIBOR/LIBOR ist, gilt Folgendes: Sollte die betreffende Bildschirmseite nicht zur Verfügung stehen oder wird zu dem betreffenden Zeitpunkt kein Angebotssatz angezeigt, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz per annum ausgedrückt) für Einlagen in der Festgelegten Währung mit einer Laufzeit bis zur Festgelegten Endfälligkeit und über einen repräsentativen Betrag gegenüber führenden Banken im [Londoner] [sonstigen maßgeblichen Ort] Interbankenmarkt [der Euro-Zone] um ca. 11.00 Uhr ([Brüsseler] [Londoner] Ortszeit) an dem betreffenden Zinsfeststellungstag einholen. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der betreffende Variable Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste [wenn der Referenzsatz EURIBOR ist, gilt Folgendes: Tausendstel Prozent aufgerundet, wobei 0,0005] [wenn der Referenzsatz nicht EURIBOR ist, gilt Folgendes: Hunderttausendstel Prozent aufgerundet, wobei 0,000005] aufgerundet wird) dieser Angebotssätze, wobei alle Feststellungen durch die Berechnungsstelle erfolgen.

Falls an dem betreffenden Zinsfeststellungstag nur eine oder keine der Referenzbanken der Berechnungsstelle die im vorstehenden Absatz

¹¹⁰ Anwendbar, wenn EURIBOR/LIBOR gilt und der Referenzsatz durch Addition oder Subtraktion zweier Sätze berechnet wird.

¹¹¹ Anwendbar, wenn CMS gilt und der Referenzsatz durch Addition oder Subtraktion zweier Sätze berechnet wird.

beschriebenen Angebotssätze nennt, ist der betreffende Variable Zinssatz für die betreffende Zinsperiode der Satz per annum, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste **[Wenn der Referenzsatz EURIBOR ist, gilt Folgendes:** Tausendstel Prozent aufgerundet, wobei 0,0005] **[Wenn der Referenzsatz nicht EURIBOR ist, gilt Folgendes:** Hunderttausendstel Prozent aufgerundet, wobei 0,000005] aufgerundet wird) der Sätze ermittelt, die von der Berechnungsstelle nach Treu und Glauben ausgewählte Großbanken im [Londoner] **[sonstigen maßgeblichen Ort]** Interbankenmarkt [der Euro-Zone] der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um 11.00 Uhr ([Londoner] **[Brüsseler] [sonstigen maßgeblichen Ort]** Ortszeit) am betreffenden Zinsfeststellungstag Darlehen in der Festgelegten Währung mit einer Laufzeit bis zur Festgelegten Endfälligkeit und über einen repräsentativen Betrag gegenüber führenden europäischen Banken anbieten.]

[Sofern der Referenzsatz EURIBOR/LIBOR ist und Interpolation anwendbar ist, gilt Folgendes: „Zweite Interpolationsperiode“ bezeichnet [●].]

[„Sekundäre Bildschirmseite“ bezeichnet **[maßgebliche Sekundäre Bildschirmseite]** oder die jeweilige Nachfolgeseite des betreffenden Dienstes oder eines anderen Dienstes, der zum Zweck der Anzeige von Sätzen oder Kursen, die mit dem jeweiligen Angebotssatz bzw. -kurs vergleichbar sind, als Informationsanbieter benannt wird.]

[Wenn der Referenzsatz CMS ist, gilt Folgendes: Sollte die betreffende Bildschirmseite bzw. die Sekundäre Bildschirmseite nicht zur Verfügung stehen oder wird zu dem betreffenden Zeitpunkt kein Satz angezeigt, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweiligen durchschnittlichen halbjährlichen Angebots-Swapsatz um ca. [11.00 Uhr] [●] ([New Yorker] [●] Ortszeit) an dem betreffenden Zinsfeststellungstag für die betreffende Bildschirmseite einholen. In diesem Zusammenhang und in Bezug auf sowohl die Bildschirmseite und die Sekundäre Bildschirmseite ist der halbjährliche Swapsatz das Mittel der Geld- und Briefkurse für Fixed-for-floating-Swaps in **[Währung]** mit einer festen Laufzeit von einem halben Jahr (z.B. berechnet unter Zugrundelegung eines Zinstagequotienten von [30/360] [●]) über einen für Einzeltransaktionen in dem betreffenden Markt und zu dem betreffenden Zeitpunkt repräsentativen Betrag, dessen Laufzeit an dem betreffenden Tag beginnt, der mit einem anerkannten Händler mit guter Bonität im Swapmarkt abgeschlossen wurde und bei dem der variable Zinssatz (berechnet unter Zugrundelegung eines Zinstagequotienten von [Actual/360] [●]) dem Zinssatz für Einlagen in **[Währung]** für einen Zeitraum vom [●] Monaten entspricht, der um [11.00 Uhr] [●] [Londoner] [New Yorker] Ortszeit an dem betreffenden Tag auf [der Reuters-Seite [●]] (oder derjenigen anderen Seite dieses Dienstes oder eines anderen Dienstes, der zum Zweck der Anzeige von Sätzen oder Kursen benannt wird, die mit den auf [der Reuters-Seite [●]] genannten Sätzen oder Kursen vergleichbar sind) angezeigt wird. Die Berechnungsstelle wird den entsprechenden Angebotssatz von den Hauptniederlassungen der Referenzbanken einholen. Falls mindestens drei Angebotssätze genannt werden, ist der betreffende CMS-Satz für den betreffenden Tag das arithmetische Mittel der Angebotssätze, wobei der höchste Angebotssatz (bzw. bei mehreren gleich hohen Angebotssätzen einer der höchsten Sätze) und der niedrigste Angebotssatz (bzw. bei mehreren gleich niedrigen Angebotssätzen einer der niedrigsten Sätze) unberücksichtigt bleiben.]

„Referenzbanken“ sind [wenn in den Endgültigen Bedingungen keine anderen Referenzbanken bestimmt werden und der Referenzsatz EURIBOR/LIBOR ist, gilt Folgendes: vier Großbanken im [Londoner Interbankenmarkt] [Interbankenmarkt der Euro-Zone] [wenn in den Endgültigen Bedingungen keine anderen Referenzbanken bestimmt werden und der Referenzsatz CMS ist, gilt Folgendes: fünf führende Swap-Händler im [Londoner] [New Yorker] [sonstigen maßgeblichen Ort] Interbankenmarkt [wenn in den Endgültigen Bedingungen andere Referenzbanken genannt sind, sind diese hier einzufügen].

[Im Fall des Interbankenmarkts der Euro-Zone, gilt Folgendes: „Euro-Zone“ bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils geänderten Fassung eingeführt haben.]

[Im Fall eines TARGET2-Geschäftstages gilt Folgendes: „TARGET2-Geschäftstag“ bezeichnet einen Tag, an dem das Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System geöffnet ist.]

[„Londoner Geschäftstag“ bezeichnet einen Tag, an dem die Geschäftsbanken in London Zahlungen abwickeln und für den allgemeinen Geschäftsverkehr (einschließlich des Handels mit Devisen und Fremdwährungseinlagen) geöffnet sind.]

[(11)] *Zinstagesquotient*. „Zinstagequotient“ bezeichnet in Bezug auf eine Zinsperiode,

**IM FALL VON
ACTUAL/ACTUAL
(ICMA REGELUNG
251) GILT
FOLGENDES:**

[[Falls jährliche Zinsperioden und kurze Fassung anwendbar sind, gilt Folgendes: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen im jeweiligen Zinsjahr.]

[[Falls mehrfache Zinsperioden und kurze Fassung anwendbar sind, gilt Folgendes: die tatsächliche Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch das Produkt der Anzahl der Tage in der Feststellungsperiode und der Anzahl der Feststellungsperiodentage, die angenommen, dass Zinsen für das gesamte Jahr zu zahlen wären, in ein Kalenderjahr fallen würden.] **[bei ersten/letzten langen oder kurzen Zinsperioden entsprechende Actual/Actual (ICMA Regelung 251) Berechnungsmethode angeben]**

„Zinsberechnungszeitraum“ bezeichnet den Zeitraum vom zuletzt vorangegangenen [Zinszahltag] [Zinsperiodenendtag] (oder, sofern es keinen solchen Tag gibt, vom Verzinsungsbeginn) (einschließlich) bis zum jeweiligen [Zinszahltag] [Zinsperiodenendtag] (ausschließlich).

[„Feststellungsperiode“ bezeichnet den Zeitraum ab [Feststellungsperiodentage] (einschließlich) bis zum [nächstfolgender Feststellungsperiodentag] (wobei in dem Fall, dass entweder der Verzinsungsbeginn oder der Zinszahltag/Zinsperiodenendtag nicht auf einen Feststellungsperiodentag fällt, auch der Zeitraum umfasst ist, der am ersten Feststellungsperiodentag vor diesem Tag beginnt und am ersten Feststellungsperiodentag nach diesem Tag endet)]

(ausschließlich)].]

**IM FALL VON
ACTUAL/365
(FIXED) GILT
FOLGENDES:**

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 365.

**IM FALL VON
ACTUAL/365
(STERLING) GILT
FOLGENDES:**

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 365 oder, wenn ein [Zinszahltag] [Zinsperiodenendtag] in ein Schaltjahr fällt, geteilt durch 366.

**IM FALL VON
ACTUAL/360 GILT
FOLGENDES:**

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 360.

**IM FALL VON
30/360, 360/360
ODER BOND
BASIS GILT
FOLGENDES:**

die Anzahl von Tagen in der Zinsperiode geteilt durch 360, berechnet gemäß der folgenden Formel:

$$\text{Zinstagequotient} = \frac{[360 \times (J_2 - J_1)] + [30 \times (M_2 - M_1)] + (T_2 - T_1)}{360}$$

wobei:

„J₁“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der erste Tag der Zinsperiode fällt,

„J₂“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„M₁“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der erste Tag der Zinsperiode fällt,

„M₂“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„T₁“ den als Ziffer ausgedrückten ersten Kalendertag der Zinsperiode bezeichnet, wobei, wenn die Ziffer 31 wäre, T₁ der Ziffer 30 entspricht, und

„T₂“ den als Ziffer ausgedrückten Kalendertag bezeichnet, der dem letzten Tag der Zinsperiode unmittelbar folgt, wobei, wenn diese Ziffer 31 wäre und T₁ größer als 29 ist, T₂ der Ziffer 30 entspricht.]

[Im Fall von 30E/360 oder Eurobond Basis gilt Folgendes: die Anzahl der Tage in der Zinsperiode geteilt durch 360, berechnet gemäß der folgenden Formel:

$$\text{Zinstagequotient} = \frac{[360 \times (J_2 - J_1)] + [30 \times (M_2 - M_1)] + (T_2 - T_1)}{360}$$

wobei:

„J₁“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der erste Tag der Zinsperiode fällt,

„J₂“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„M₁“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in das der erste Tag der Zinsperiode fällt,

„M₂“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„T₁“ den als Ziffer ausgedrückten ersten Kalendertag der Zinsperiode bezeichnet, wobei, wenn die Ziffer 31 wäre, T₁ der Ziffer 30 entspricht, und

„T₂“ den als Ziffer ausgedrückten Kalendertag bezeichnet, der dem letzten Tag der Zinsperiode unmittelbar folgt, wobei, wenn diese Ziffer 31 wäre, T₂ der Ziffer 30 entspricht.

**IM FALL VON
ACTUAL/ACTUAL
ODER
ACTUAL/ACTUAL
(ISDA) GILT
FOLGENDES:**

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 365 (oder, falls ein Teil der Zinsperiode in ein Schaltjahr fällt, die Summe aus (A) der tatsächlichen Anzahl der Tage in dem Teil der Zinsperiode, der in das Schaltjahr fällt, geteilt durch 366 und (B) der tatsächlichen Anzahl der Tage in dem Teil der Zinsperiode, der nicht in das Schaltjahr fällt, geteilt durch 365).

**IM FALL 30E/360
(ISDA) GILT
FOLGENDES:**

die Anzahl der Tage in der Zinsperiode geteilt durch 360, berechnet gemäß der folgenden Formel:

$$\text{Zinstagequotient} = \frac{[360 \times (J_2 - J_1)] + [30 \times (M_2 - M_1)] + (T_2 - T_1)}{360}$$

wobei:

„J₁“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der erste Tag der Zinsperiode fällt,

„J₂“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„M₁“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der erste Tag der Zinsperiode fällt,

„M₂“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„T₁“ den als Ziffer ausgedrückten ersten Kalendertag der Zinsperiode bezeichnet, wobei (i) wenn dieser Tag der letzte Tag im Februar wäre oder (ii) wenn diese Ziffer 31 wäre, T₁ der Ziffer 30 entspricht, und

„T₂“ den als Ziffer ausgedrückten Kalendertag bezeichnet, der dem letzten Tag der Zinsperiode unmittelbar folgt, wobei (i) wenn dieser Tag der letzte Tag im Februar, aber nicht der Fälligkeitstag wäre oder (ii) wenn die Ziffer 31 wäre, T₂ der Ziffer 30 entspricht.

§ 4 ZAHLUNGEN

- (1) (a) Zahlungen auf Kapital. Zahlungen auf Kapital in Bezug auf die Pfandbriefe erfolgen nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der die Pfandbriefe zum Zeitpunkt der Zahlung verbriefenden Globalurkunde bei dem Fiscal Agent außerhalb der Vereinigten Staaten.
- (b) *Zahlung von Zinsen.* Die Zahlung von Zinsen auf die Pfandbriefe erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

IM FALL VON ZINSAHLUNGEN AUF EINE VORLÄUFIGE GLOBALURKUNDE GILT FOLGENDES:

Die Zahlung von Zinsen auf Pfandbriefe, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1(2)(b).]

- (2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher oder sonstiger gesetzlicher Regelungen und Vorschriften erfolgen auf die Pfandbriefe fällige Zahlungen [in der frei handelbaren und konvertierbaren Währung] [●]

IM FALL VON ZAHLUNGEN IN EURO GILT FOLGENDES:

durch Überweisung auf ein von dem Zahlungsempfänger unterhaltenes auf Euro lautendes Konto (oder ein anderes Konto, dem Eurobeträge gutgeschrieben überwiesen werden können).

IM FALL VON ZAHLUNGEN IN EINER ANDEREN WÄHRUNG ALS EURO ODER US- DOLLAR GILT FOLGENDES:

durch einen in dieser Währung zahlbaren Scheck, ausgestellt auf eine Bank in dem Hauptfinanzzentrum des Landes der Festgelegten Währung oder nach Wahl des Zahlungsempfängers durch Überweisung auf ein auf diese Währung lautendes Konto des Zahlungsempfängers, das dieser bei einer Bank in diesem Finanzzentrum unterhält (und das im Fall von Zahlungen in japanischen Yen an eine nicht in Japan ansässige Person ein Konto für Gebietsfremde sein muss).

IM FALL VON ZAHLUNGEN IN US-DOLLAR GILT FOLGENDES:

durch einen auf US-Dollar lautenden Scheck, ausgestellt auf eine Bank in den Vereinigten Staaten, oder nach Wahl des Zahlungsempfängers durch Überweisung auf ein auf US-Dollar lautendes Konto, das der Zahlungsempfänger bei einer Bank außerhalb der Vereinigten Staaten unterhält.

- (3) *Vereinigte Staaten.* Für die Zwecke [im Fall von TEFRA-D-Pfandbriefen, die auf US-Dollar lauten oder in Bezug auf welche Zahlungen aus anderen Gründen in US-Dollar zahlbar sind, gilt Folgendes: von § 1(2)

und] dieses § 4 [sowie von § [6(2)]] bezeichnet „**Vereinigte Staaten**“ die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien und Besitzungen (einschließlich Puerto Ricos, der U. S. Virgin Islands, Guams, American Samoas, Wake Islands und der Northern Mariana Islands).

- (4) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order in Höhe der geleisteten Zahlung von ihrer Zahlungspflicht befreit.

**IM FALL VON
PFANDBRIEFEN,
DIE KAPITAL-
UND/ODER
ZINSAHLUNGEN
IN US-DOLLAR
VORSEHEN GILT
FOLGENDES:**

Ungeachtet der vorstehenden Bestimmungen dieses § 4 gilt, dass im Fall von auf die Pfandbriefe zu leistenden Kapital- und/oder Zinszahlungen in US-Dollar, diese Kapital- und/oder Zinszahlungen auf die Pfandbriefe in US-Dollar bei der Geschäftsstelle einer Zahlstelle in den Vereinigten Staaten erfolgen, wenn:

- (i) die Emittentin Zahlstellen mit Geschäftsstellen außerhalb der Vereinigten Staaten in der begründeten Erwartung bestellt hat, dass diese Zahlstellen in der Lage sind, über ihre Geschäftsstellen außerhalb der Vereinigten Staaten bei Fälligkeit Kapital- und Zinszahlungen auf die Pfandbriefe in voller Höhe in US-Dollar auf die vorstehend festgelegte Weise zu leisten,
 - (ii) die Zahlung der entsprechenden Kapital- bzw. Zinsbeträge in voller Höhe bei sämtlichen Geschäftsstellen außerhalb der Vereinigten Staaten aufgrund von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der Zahlung bzw. des Erhalts von Kapital- und Zinsbeträgen in voller Höhe in US-Dollar gesetzwidrig ist oder wirksam ausgeschlossen wird, und
 - (iii) eine solche Zahlung zu dem betreffenden Zeitpunkt nach dem Recht der Vereinigten Staaten zulässig ist und nach Auffassung der Emittentin keinerlei nachteilige steuerliche Folgen für die Emittentin hat.
- (5) *Zahlungsgeschäftstag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf einen Pfandbrief auf einen Tag, der kein Zahlungsgeschäftstag ist, dann hat ein Pfandbriefgläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahlungsgeschäftstag an dem jeweiligen Ort. Ein Pfandbriefgläubiger ist auch nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

In diesem Zusammenhang bezeichnet „**Zahlungsgeschäftstag**“ einen Tag (außer Samstag oder Sonntag), an dem das Clearing System **[wenn die Festgelegte Währung Euro ist: [und] [.]das Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System] offen [ist] [sind] und Zahlungen abwickel[t][n] [wenn es sich bei der Festgelegten Währung nicht um Euro handelt oder, falls es sich bei der Festgelegten Währung um Euro handelt und die Öffnung des Geschäftsverkehrs in einem oder mehreren Finanzzentren relevant ist, gilt Folgendes:** und die Geschäftsbanken und Devisenmärkte in **[jedes Maßgebliches Finanzzentrum]** für den allgemeinen Geschäftsverkehr (einschließlich des Handels mit Devisen und Fremdwährungseinlagen) geöffnet sind und Zahlungen abwickeln].

- (6) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapital- oder Zinsbeträge zu hinterlegen, die von den Pfandbriefgläubigern nicht innerhalb von zwölf Monaten nach dem jeweiligen Fälligkeitstag beansprucht worden sind, auch wenn die Pfandbriefgläubiger sich nicht in Annahmeverzug befinden. Wenn und soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der Pfandbriefgläubiger gegen die Emittentin.

§ 5 RÜCKZAHLUNG

- (1) *Rückzahlung bei Fälligkeit.* Jeder Nennbetrag von Pfandbriefen, der dem Berechnungsbetrag entspricht, wird [zum Rückzahlungsbetrag] am [im Fall eines festgelegten Fälligkeitstages: [Fälligkeitstag]] [im Fall eines Rückzahlungsmonats gilt Folgendes: in den [Rückzahlungsmonat] fallenden Zinszahltag] (der „Fälligkeitstag“) zurückgezahlt.
- (2) *Rückzahlungsbetrag.*

FALLS DIE
PFANDBRIEFE
ZUM NENN-
BETRAG ZURÜCK-
GEZAHLT
WERDEN, GILT
FOLGENDES:

Der „**Rückzahlungsbetrag**“ in Bezug auf jeden Nennbetrag der Pfandbriefe, der der Festgelegten Stückelung entspricht, ist ein Betrag in Höhe der Festgelegten Stückelung

FALLS DIE
PFANDBRIEFE ZU
EINEM ANDEREN
ALS DEM NENN-
BETRAG ZURÜCK-
GEZAHLT
WERDEN, GILT
FOLGENDES:^{112, 113}

Der „**Rückzahlungsbetrag**“ in Bezug auf jeden Nennbetrag von Pfandbriefen, der der Festgelegten Stückelung entspricht, [beträgt] [wird wie folgt berechnet:] [●].

FALLS DIE
EMITTENTIN DAS
WAHLRECHT HAT,
DIE PFANDBRIEFE
VORZEITIG
ZURÜCKZU-
ZAHLN (ISSUER
CALL), GILT
FOLGENDES:¹¹⁴

- [(3)] *Vorzeitige Rückzahlung nach Wahl der Emittentin.*
- (a) Die Emittentin kann nach einer Kündigung gemäß Unterabsatz (b) die zum jeweiligen Zeitpunkt ausstehenden Pfandbriefe insgesamt oder teilweise [am] [an den] Wahlrückzahltag[en] (Call) [zum] [zu den] Wahlrückzahlungs[betrag][beträgen] (Call), wie nachstehend angegeben, nebst etwaigen bis zum jeweiligen Wahlrückzahltag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen. **[Bei Geltung eines Mindestrückzahlungsbetrags oder eines Höheren Rückzahlungsbetrags gilt Folgendes:** Eine solche Rückzahlung muss **[mindestens]** in Höhe des

¹¹² Nicht anwendbar im Fall von Jumbo-Pfandbriefen.

¹¹³ Nur bei befreiten Schuldverschreibungen anwendbar..

¹¹⁴ Nicht anwendbar im Fall von Jumbo-Pfandbriefen.

[Mindestrückzahlungsbetrag] [Höherer Rückzahlungsbetrag]
erfolgen.]

Wahrückzahlungs
tag[e] (Call)

Wahrückzahlungs[betrag]
[beträge] (Call)

[Wahrückzahlungs
tag[e] (Call)]

[Wahrückzahlungs[betrag]
[beträge] (Call)]

[_____]

[_____]

[_____]

[_____]

- (b) Die Kündigung ist den Pfandbriefgläubigern durch die Emittentin gemäß § 10 bekannt zu geben. Sie beinhaltet die folgenden Angaben:
- (i) Name und Kennnummer der Schuldverschreibungen,
 - (ii) eine Erklärung, ob die Pfandbriefe ganz oder nur teilweise zurückgezahlt werden, und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Pfandbriefe,
 - (iii) den Wahrückzahltag (Call), der nicht weniger als [fünf Geschäftstage] [andere Mindestkündigungsfrist] und nicht mehr als [Höchstkündigungsfrist] nach dem Tag der Kündigung durch die Emittentin gegenüber den Pfandbriefgläubigern liegen darf, und
 - (iv) den Wahrückzahlungsbetrag (Call), zu dem die Pfandbriefe zurückgezahlt werden.
- (c) die Pfandbriefe nur teilweise zurückgezahlt werden, werden die betreffenden Pfandbriefe frühestens dreißig Tage vor dem Wahrückzahltag (Call) (der „Auswahltag“) in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt, wobei dies in den Unterlagen dieses Clearing Systems nach dessen Ermessen entweder als so genannter „pool factor“ oder als Reduzierung des Nennbetrags zu vermerken ist.

§ 6 AGENTS

- (1) *Bestellung.* Der Fiscal Agent [[,] [und] die Zahlstelle[n] [,] [und] [die Berechnungsstelle]] und [seine][ihre] [jeweilige[n]] Geschäftsstelle[n] [ist] [sind]:

Fiscal Agent:

Deutsche Bank Aktiengesellschaft]
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main

(der „Fiscal Agent“)

Zahlstelle[n]:

[Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Deutschland]

[Deutsche Bank AG, Filiale London
Winchester House
1 Great Winchester Street
London EC2N 2DB
Vereinigtes Königreich]

[Deutsche Bank Luxembourg S. A.
2 boulevard Konrad Adenauer
L-1115 Luxemburg
Luxemburg]

[Andere Zahlstellen und bezeichnete Geschäftsstellen]

([jeweils einzeln eine] [die] „Zahlstelle“ [und zusammen die „Zahlstellen“]).

[Wenn der Fiscal Agent als Berechnungsstelle bestellt werden soll:
Der Fiscal Agent handelt auch als Berechnungsstelle (die „Berechnungsstelle“).]

[Wenn eine Berechnungsstelle bestellt werden soll, die nicht der Fiscal Agent ist, gilt Folgendes: Die Berechnungsstelle und ihre anfänglich bezeichnete Geschäftsstelle sind:

[Namen und bezeichnete Geschäftsstelle] (die „Berechnungsstelle“)

Der Fiscal Agent [,] [und] [die Zahlstelle[n]] [und die Berechnungsstelle] [behält] [behalten] sich das Recht vor, jederzeit [seines] [ihre] [jeweilige[n]] Geschäftsstelle[n] durch eine andere Geschäftsstelle zu ersetzen.

- (2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agent [,] [oder] [der] [einer] Zahlstelle] [oder der Berechnungsstelle] zu ändern oder zu beenden und einen anderen Fiscal Agent [oder eine andere oder zusätzliche Zahlstellen] [oder eine andere Berechnungsstelle] zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (a) einen Fiscal Agent **[im Fall von Pfandbriefen, die an einer Börse zum Handel zugelassen oder im amtlichen Handel notiert sind, gilt Folgendes: [,] [und]** (b) solange die Pfandbriefe an der **[Namen der Börse]** zum Handel zugelassen oder im amtlichen Handel notiert sind, eine Zahlstelle (die der Fiscal Agent sein kann) mit einer Geschäftsstelle in **[Sitz der Börse]** und/oder an solchen anderen Orten unterhalten, wie nach den Regeln der Börse oder den Vorschriften einer anderen maßgeblichen Behörde verlangt **[im Fall von Zahlungen in US-Dollar gilt Folgendes: [,] [und]** [(c)], falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten (wie in § 4(3) definiert) aufgrund der Einführung von

Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in US-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit Geschäftsstelle in den Vereinigten Staaten unterhalten] **[wenn eine Berechnungsstelle bestellt werden soll, gilt Folgendes: [,]** [und] [(d)] eine Berechnungsstelle unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem diese bzw. dieser sofort wirksam wird), sofern dies den Pfandbriefgläubigern gemäß § 10 unter Einhaltung einer Frist von mindestens dreißig und höchstens fünfundvierzig Tagen vorab mitgeteilt worden ist.

- (3) *Beauftragte der Emittentin.* Der Fiscal Agent [,] [und] die Zahlstelle[n] [und die Berechnungsstelle] handeln ausschließlich als Beauftragte der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Pfandbriefgläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet. Das Agency Agreement enthält Bestimmungen, nach denen jede Rechtsperson, auf die eine beauftragte Stelle verschmolzen oder in die diese umgewandelt wird oder mit der sie sich zusammenschließt oder auf die sie alle oder im Wesentlichen alle ihrer Vermögensgegenstände überträgt, der Nachfolger dieser Beauftragten werden kann.

§ 7 STEUERN

Alle in Bezug auf die Pfandbriefe zahlbaren Beträge werden unter Abzug oder Einbehalt von Steuern, Abgaben oder staatlicher Gebühren gleich welcher Art gezahlt, falls der Abzug oder Einbehalt gesetzlich vorgeschrieben ist (unter anderem gemäß den Vorschriften einer in Abschnitt 1471(b) des US-Bundessteuergesetzes (*United States Internal Revenue Code*) von 1986 (das „Gesetz“) beschriebenen Vereinbarung oder gemäß anderweitig in den Abschnitten 1471 bis 1474 des Gesetzes sowie gemäß sämtlichen Vorschriften oder Vereinbarungen bzw. offiziellen Auslegungen dieser Abschnitte („**FATCA-Abkommen**“) oder nach Maßgabe eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen auferlegten Verpflichtungen).

§ 8 VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Pfandbriefe auf zehn Jahre abgekürzt.

§ 9 BEGEBUNG WEITERER PFANDBRIEFE, ANKAUF

- (1) *Begebung weiterer Pfandbriefe.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Pfandbriefgläubiger weitere Pfandbriefe mit gleicher Ausstattung oder gegebenenfalls mit gleicher Ausstattung mit Ausnahme des Tages der Begebung, des Betrags und des Tages der ersten Zinszahlung, des Beginns des Zinslaufs und/oder des Ausgabepreises in

der Weise zu begeben, dass sie mit diesen Pfandbriefen eine einheitliche Serie bilden.

- (2) *Ankauf und Entwertung.* Die Emittentin ist berechtigt, jederzeit Pfandbriefe im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Pfandbriefe können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder zur Entwertung bei dem Fiscal Agent eingereicht werden.

§ 10 MITTEILUNGEN

FALLS
„VERÖFFENT-
LICHUNG“
ANWENDBAR
IST, GILT
FOLGENDES:

- [(1)] *Veröffentlichung.* Alle die Pfandbriefe betreffenden Mitteilungen sind [,vorbehaltlich nachstehendem Absatz (2),] im Bundesanzeiger zu veröffentlichen. Jede derartige Mitteilung gilt [am Tag ihrer] [●] Veröffentlichung (oder bei mehreren Veröffentlichungen [am Tag der] [●] ersten solchen Veröffentlichung) als wirksam erfolgt.

[falls Pfandbriefe zum Handel am geregelten Markt der Luxemburger Börse zugelassen oder im Amtlichen Handel der Luxemburger Börse notiert sind: Sofern und solange die Pfandbriefe zum Handel am geregelten Markt der Luxemburger Börse zugelassen oder im Amtlichen Handel der Luxemburger Börse notiert sind und soweit die Regeln der Luxemburger Börse dies verlangen, werden alle die Pfandbriefe betreffenden Mitteilungen auch in elektronischer Form auf der Webseite der Luxemburger Börse, (www.bourse.lu)] veröffentlicht.]

FALLS
„MITTEILUNG AN
DAS CLEARING
SYSTEM“
ANWENDBAR IST,
GILT FOLGENDES:

- [(2)] *Mitteilung an das Clearing System.* Die Emittentin kann alle die Pfandbriefe betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Pfandbriefgläubiger übermitteln. [Eine solche Mitteilung an das Clearing System ersetzt die Veröffentlichung nach vorstehendem Absatz (1) **[falls die Pfandbriefe an einer Börse zum Handel am geregelten Markt zugelassen oder notiert sind, gilt Folgendes:**, wobei die Anforderungen oder Regeln dieser Börse[n] in Bezug auf Mitteilungen jedoch Anwendung finden, solange Pfandbriefe an der **[Name der relevanten Börse(n)]** zum Handel am geregelten Markt zugelassen oder notiert sind. Soweit die Regeln der **[Name der relevanten Börse(n)]** es zulassen, kann die Emittentin eine andernfalls nach diesen Bestimmungen erforderliche Veröffentlichung durch eine Mitteilung [(z. B. betreffend den Zinssatz)] an das Clearing System zur Weiterleitung an die Pfandbriefgläubiger ersetzen.] Jede derartige Mitteilung gilt [am Tag, an dem] [am [siebten] [●] [Geschäftstag in London] [Geschäftstag in Frankfurt] [TARGET2-Geschäftstag] [Geschäftstag in **[anderer maßgeblicher Ort]**]], nachdem] [●] diese Mitteilung an das maßgebliche Clearing System erfolgt ist, als den Pfandbriefgläubigern mitgeteilt.]

FALLS
„MITTEILUNG
DURCH PFAND-
BRIEFLÄUBIGER
ÜBER DAS/DIE
CLEARING
SYSTEM(E)“

- [(3)] *Mitteilungen durch Pfandbriefgläubiger.* Mitteilungen durch Pfandbriefgläubiger erfolgen über das Clearing System in der durch den Fiscal Agent bzw. das Clearing System für diesen Zweck genehmigten Weise an den Fiscal Agent **[falls die Pfandbriefe an der Luxemburger Börse zum Handel am geregelten Markt zugelassen oder im Amtlichen Handel notiert sind:** oder die Zahlstelle in Luxemburg].

ANWENDBAR
IST, GILT
FOLGENDES:

FALLS
„MITTEILUNG
DURCH PFAND-
BRIEFLÄUBIGER
DURCH
SCHRIFTLICHE
NACHRICHT AN
DIE EMITTENTIN“
ANWENDBAR
IST, GILT
FOLGENDES:

[(4)] *Mitteilungen durch Pfandbriefgläubiger.* Die Pfandbriefe betreffende Mitteilungen durch Pfandbriefgläubiger an die Emittentin gelten als wirksam erfolgt, wenn sie der Emittentin in schriftlicher Form [[persönlich übergeben oder] per Einschreiben] übersandt wurden] **[andere Art der Abgabe der Mitteilung in Bezug auf die Emittentin]**. Eine solche Mitteilung gilt am Tag ihrer Zustellung als erfolgt oder gilt, falls sie an einem anderen Tag als einem Mitteilungszustellungs-Geschäftstag oder nach 17:00 Uhr im Mitteilungszustellungs-Geschäftstageszentrum an einem Mitteilungszustellungs-Geschäftstag zugestellt wird, am nächstfolgenden Mitteilungszustellungs-Geschäftstag als wirksam. Der Pfandbriefgläubiger muss der Emittentin einen zufrieden stellenden Nachweis über die von ihm gehaltenen Pfandbriefe erbringen; falls die Pfandbriefe durch eine Globalurkunde verbrieft sind, erfolgt dieser Nachweis voraussichtlich in Form einer Bestätigung durch das maßgebliche Clearing System oder die Depotbank, bei der der Gläubiger ein Wertpapierdepot für die Pfandbriefe unterhält.

Für die Zwecke dieser Bestimmung bezeichnet:

„**Mitteilungszustellungs-Geschäftstag**“ einen Tag (außer Samstag oder Sonntag), an dem Banken und Devisenmärkte in **[Mitteilungszustellungs-Geschäftstageszentrum]** (das „**Mitteilungszustellungs-Geschäftstageszentrum**“) allgemein für die Abwicklung von Zahlungen geöffnet sind.

§ 11

ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

- (1) *Anwendbares Recht.* Form und Inhalt der Pfandbriefe sowie die Rechte und Pflichten der Pfandbriefgläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.
- (2) *Gerichtsstand.* Gerichtsstand für sämtliche Klagen und sonstige Verfahren ist Frankfurt am Main.
- (3) *Gerichtliche Geltendmachung.* Jeder Pfandbriefgläubiger ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Pfandbriefgläubiger und die Emittentin Partei sind, seine Rechte aus diesen Pfandbriefen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen:
 - (i) indem er eine Bescheinigung der Depotbank beibringt, bei der er für die Pfandbriefe ein Wertpapierdepot unterhält, welche
 - (a) den vollständigen Namen und die vollständige Adresse des Pfandbriefgläubigers enthält,
 - (b) den Gesamtnennbetrag der Pfandbriefe bezeichnet, die zum Datum der Bescheinigung auf dem Wertpapierdepot verbucht sind, und

- (c) bestätigt, dass die Depotbank gegenüber dem maßgeblichen Clearing System eine schriftliche Erklärung bezüglich der Absicht des Pfandbriefgläubigers, seine Ansprüche unmittelbar geltend zu machen, abgegeben hat, (A) die die vorstehend unter (a) und (b) bezeichneten Informationen enthält, (B) deren Empfang vom Clearing System bestätigt wurde, und (C) die vom Clearing System an die Depotbank zurück geschickt wurde; und
- (ii) indem er eine Kopie der die betreffenden Pfandbriefe verbriefenden Globalurkunde beibringt, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Pfandbriefe verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre.

Für die Zwecke des Vorstehenden bezeichnet „**Depotbank**“ jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Pfandbriefgläubiger ein Wertpapierdepot für die Pfandbriefe unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Pfandbriefgläubiger seine Rechte aus den Pfandbriefen auch auf jede andere Weise schützen oder geltend machen, die in dem Land, in dem der Rechtsstreit geführt wird, prozessual zulässig ist.

§ 12 SPRACHE

[Diese Bedingungen der Pfandbriefe sind in deutscher Sprache abgefasst. [Eine Übersetzung in die englische Sprache ist beigefügt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]]
[Diese Bedingungen sind in englischer Sprache abgefasst.] Eine Übersetzung in die deutsche Sprache ist beigefügt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]]

Emissionsbedingungen für Strukturierte Anleihen (Option V)

Diese Serie von Anleihen (die „**Schuldverschreibungen**“) wird gemäß einem Zahlstellenvertrag vom 26. Juni 2014 (einschließlich einer etwaigen geänderten, ergänzten und/oder neugefassten Fassung dieses Vertrags, das „**Agency Agreement**“) begeben, welcher die Emissionsbedingungen (die „**Bedingungen**“) der Schuldverschreibungen enthält und unter anderem zwischen Deutsche Bank Aktiengesellschaft („**Deutsche Bank**“ oder die „**Emittentin**“) und [Deutsche Bank Aktiengesellschaft] [Deutsche Bank Aktiengesellschaft, handelnd durch ihre Filiale London] als Fiscal Agent (der „**Fiscal Agent**“, wobei dieser Begriff jeden Nachfolger des Fiscal Agent gemäß dem Agency Agreement einschließt) und den anderen darin genannten Parteien geschlossen wurde. Kopien des Agency Agreement können kostenlos bei den bezeichneten Geschäftsstellen des Fiscal Agent und jeder Zahlstelle sowie der Hauptgeschäftsstelle der Emittentin bezogen werden.

IM FALL VON ENGLISCHEN SCHULDVER-SCHREIBUNGEN GILT FOLGENDES:

Die Gläubiger der Schuldverschreibungen [und] [,][Inhaber von Zinsscheinen] [und] [Inhaber von Rückzahlungsscheinen] sind berechtigt, Rechte aus der von der Emittentin ausgefertigten Deed of Covenant (die „**Deed of Covenant**“) vom 26. June 2014 auszuüben. Das Original der Deed of Covenant wird von der gemeinsamen Verwahrstelle (*common depository*) der Clearing Systeme aufbewahrt.

FALLS DIE DEUTSCHE BANK AG, FILIALE NEW YORK, EINE GARANTIE IN BEZUG AUF DIE SCHULDVER-SCHREIBUNGEN ABGIBT, GILT FOLGENDES:

Die Zahlung aller in Bezug auf die Schuldverschreibungen zahlbaren Beträge [**bei Schuldverschreibungen, deren Abwicklung (i) physisch oder (ii) bar und/oder physisch erfolgt, gilt Folgendes:**] und/oder die Lieferung aller in Bezug auf die Schuldverschreibungen zu liefernden Vermögenswerte wird von Deutsche Bank AG, Filiale New York, als Garantin (die „**Garantin**“) gemäß einer von der Garantin am oder vor dem Emissionstag unterzeichneten Garantieerklärung (*deed of guarantee*) (die „**Garantie**“), die englischem Recht unterliegt und dem im Agency Agreement enthaltenem Muster entspricht, garantiert. Das Original der Garantie wird vom Fiscal Agent für die Gläubiger der Schuldverschreibungen, Inhaber von Zinsscheinen und Inhaber von Rückzahlungsscheinen in seiner bezeichneten Geschäftsstelle aufbewahrt werden.

FALLS DIE IN DIESER OPTION V AUFGEFÜHRTEN EMISSIONSBEDINGUNGEN NICHT IN DEN ENDGÜLTIGEN BEDINGUNGEN WIEDERHOLT UND VERVOLLSTÄNDIGT WERDEN, GILT FOLGENDES:

Jede Tranche von Schuldverschreibungen, bei denen es sich nicht um Befreite Schuldverschreibungen (wie nachstehend definiert) handelt, unterliegt endgültigen Bedingungen (jeweils die „**Endgültigen Bedingungen**“), und jede Tranche von Befreiten Schuldverschreibungen unterliegt einem Konditionenblatt (jeweils ein „**Konditionenblatt**“), sofern nichts anderes bestimmt ist. Jede Bezugnahme in diesen Bedingungen auf die „Endgültigen Bedingungen“ ist gegebenenfalls auch als Bezugnahme auf das "Konditionenblatt" zu verstehen. Die Bestimmungen der nachstehenden Bedingungen gelten für die Schuldverschreibungen in der jeweils durch die Bestimmungen von Teil I der anwendbaren Endgültigen Bedingungen vervollständigten Form oder, sofern die Schuldverschreibungen weder zum Handel an einem geregelten Markt innerhalb des Europäischen Wirtschaftsraums zugelassen sind noch im Europäischen Wirtschaftsraum in Fällen angeboten werden, in denen nach Maßgabe der Prospektrichtlinie die Veröffentlichung eines Prospekts vorgeschrieben ist (eine „**Befreite Schuldverschreibung**“), wie jeweils durch das anwendbare Konditionenblatt für die Zwecke der Schuldverschreibungen

ergänzt, ersetzt oder geändert. Der Begriff "**Prospektrichtlinie**" bezeichnet die Richtlinie 2003/71/EG (sowie die Änderungen dieser Richtlinie, einschließlich der PR-Änderungsrichtlinie 2010), soweit diese in dem maßgeblichen Mitgliedstaat des Europäischen Wirtschaftsraums umgesetzt wurde, und umfasst alle maßgeblichen Umsetzungsmaßnahmen in dem maßgeblichen Mitgliedstaat, wobei „**PR-Änderungsrichtlinie 2010**“ die Richtlinie 2010/73/EU bezeichnet. Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen von Teil I dieser Bedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob diese Angaben in die betreffenden Bestimmungen eingefügt wären; alternative oder wählbare Bestimmungen dieser Bedingungen, deren Entsprechungen in den Endgültigen Bedingungen nicht ausdrücklich ausgefüllt oder die gestrichen sind, gelten als aus diesen Bedingungen gestrichen; sämtliche auf die Schuldverschreibungen nicht anwendbaren Bestimmungen dieser Bedingungen (einschließlich der Anweisungen, Anmerkungen und der Texte in eckigen Klammern) gelten als aus diesen Bedingungen gestrichen, so dass die Bestimmungen der Endgültigen Bedingungen Geltung erhalten.

**IM FALL VON
TEILEINGE-
ZAHLTEN
SCHULDVER-
SCHREIBUNGEN
GILT
FOLGENDES:¹¹⁵**

Diese Schuldverschreibungen sind teileingezahlte Schuldverschreibungen. Diese Schuldverschreibungen sollten nicht in den Vereinigten Staaten und nicht an oder zugunsten von US-Personen angeboten, verkauft, übertragen, verpfändet oder geliefert werden.

§ 1

WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN

**IM FALL VON
ANLEIHEN GILT
FOLGENDES:**

- (1) *Währung und Stückelung.* Diese Serie von Schuldverschreibungen der Emittentin [, handelnd durch [ihre Filiale in [London („**Deutsche Bank AG, Filiale London**“)] [Mailand „**Deutsche Bank AG, Filiale Mailand**“)] [Sydney „**Deutsche Bank AG, Filiale Sydney**“)] [ihre Zweigniederlassung in Portugal („**Deutsche Bank Aktiengesellschaft, Sucursal em Portugal**“)] [ihre Zweigniederlassung in Spanien („**Deutsche Bank Aktiengesellschaft, Sucursal en España**“)] [ihre Zweigniederlassung in Hong Kong („**Deutsche Bank AG, Filiale Hong Kong**“)] [ihre Zweigniederlassung in Singapur („**Deutsche Bank AG, Filiale Singapur**“)] [anderer relevanter Ort außerhalb Deutschlands außer New York]] wird in [sofern die Festgelegte Währung und die Währung der Festgelegten Stückelung identisch sind: [Festgelegte Währung] (die „Festgelegte Währung“)] [sofern sich die Festgelegte Währung und die Währung der Festgelegten Stückelung unterscheiden: [Währung der Festgelegten Stückelung]] im Gesamtnennbetrag von [bis zu] [Gesamtnennbetrag] (in Worten: [Gesamtnennbetrag in Worten]) [in einer Stückelung] [in Stückelungen] von [Festgelegte Stückelung(en)] (die „Festgelegte[n] Stückelung(en)“) [sofern sich die Festgelegte Währung und die Währung der Festgelegten Stückelung unterscheiden, gilt Folgendes: mit [Festgelegte Währung] als festgelegte Währung (die „Festgelegte Währung“) begeben.] [Im Fall von Englischen Schuldverschreibungen gilt Folgendes: Der „Berechnungsbetrag“ in Bezug auf jede Schuldverschreibung beträgt [Berechnungsbetrag].

¹¹⁵ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE BEI IHRER
BEBEGUNG
DURCH EINE
DAUERGLOBAL-
URKUNDE
VERBRIEFT SIND,
GILT FOLGENDES:**

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber und sind bei Begebung durch eine oder mehrere Globalurkunden verbrieft (jeweils eine „**Globalurkunde**“).

(3) *Dauerglobalurkunde.* Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die „**Dauerglobalurkunde**“) ohne Zinsscheine oder Rückzahlungsscheine verbrieft. Die Dauerglobalurkunde trägt die Unterschriften zweier Zeichnungsberechtigter der Emittentin[,] [und] ist mit einer Kontrollunterschrift versehen **[im Fall von Globalurkunden im NGN-Format gilt Folgendes:** und wird durch den gemeinsamen Verwahrer (*common safekeeper*) (der „**Gemeinsame Verwahrer**“) aufgrund einer Vollmacht der Emittentin für diese handschriftlich unterzeichnet.

[Falls die Dauerglobalurkunde nicht gegen Einzelurkunden ausgetauscht werden kann, gilt Folgendes: Einzelurkunden und Zinsscheine werden nicht ausgegeben.]

[Falls die Dauerglobalurkunde ganz oder teilweise gegen Einzelurkunden austauschbar ist, gilt Folgendes: Die Dauerglobalurkunde wird (kostenfrei) ganz oder teilweise **[falls Austausch auf Verlangen möglich, gilt Folgendes:** auf schriftliches Verlangen seitens eines Clearing Systems (das auf Anweisung eines Inhabers eines Miteigentumsanteils an der Dauerglobalurkunde handelt), welches unter Einhaltung einer Frist von mindestens 60 Tagen wie darin beschrieben an den Fiscal Agent zu richten ist,] **[falls die Bestimmungen für Austauschereignisse Anwendung finden, gilt Folgendes:** bei Eintritt eines Austauschereignisses] gegen einzelne Schuldverschreibungen [in der bzw. den Festgelegten Stückelung(en)] in effektiver Form (die „**Einzelurkunden**“) [mit beigefügten [Zinsscheinen (die „**Zinsscheine**“) [,] [und] [Rückzahlungsscheinen (die „**Rückzahlungsscheine**“) [und] [Talons (die „**Talons**“))] ausgetauscht werden. Einzelurkunden [[und] [,] Zinsscheine] [[und] Rückzahlungsscheine] tragen die vervielfältigten Unterschriften zweier Zeichnungsberechtigter der Emittentin und sind mit einer Kontrollunterschrift versehen.]

[Falls die Regelungen bezüglich des Austauschereignisses anwendbar sind, gilt Folgendes: In diesem Zusammenhang gilt ein „**Austauschereignis**“ als eingetreten, wenn (i) ein Kündigungsgrund (wie in § [12] definiert) eingetreten ist und andauert, (ii) der Emittentin mitgeteilt wurde, dass das Clearing System bzw. die Clearing Systeme seine/ihre Geschäftstätigkeit für einen ununterbrochenen Zeitraum von vierzehn Tagen eingestellt hat/haben (außer aufgrund von gesetzlichen oder sonstigen Feiertagen) oder angekündigt hat/haben, seine/ihre Geschäftstätigkeit dauerhaft einzustellen, bzw. diese bereits dauerhaft eingestellt hat/haben und kein Nachfolge-Clearing System zur Verfügung steht oder (iii) die Emittentin nachteiligen steuerlichen Folgen ausgesetzt ist oder sein wird, die nicht eingetreten wären bzw. eintreten würden, wenn die durch eine Dauerglobalurkunde verbrieften Schuldverschreibungen durch Einzelurkunden verbrieft wären. Die Emittentin unterrichtet die Gläubiger der Schuldverschreibungen unverzüglich durch Mitteilung gemäß § [15] über den Eintritt eines Austauschereignisses. Im Fall des Eintritts eines Austauschereignisses kann das betreffende Clearing

System (auf Anweisung eines Inhabers eines Miteigentumsanteils an dieser Dauerglobalurkunde) dem Fiscal Agent ein Austauschverlangen übermitteln; im Fall des Eintritts eines Austauschereignisses gemäß vorstehendem Unterabsatz (iii) kann ein solches Austauschverlangen dem Fiscal Agent auch von der Emittentin übermittelt werden. Ein solcher Austausch darf nicht später als fünfundvierzig Tage nach dem Tag erfolgen, an dem der Fiscal Agent das erste Austauschverlangen erhalten hat.]

[Falls die Dauerglobalurkunde eine Schweizer Globalurkunde ist, gilt Folgendes: Die Dauerglobalurkunde wird (kostenfrei) ganz oder teilweise gegen einzelne Schuldverschreibungen [in der bzw. den Festgelegten Stückelung(en)] in effektiver Form (die „**Einzelkunden**“) [mit beigefügten [Zinsscheinen (die „**Zinsscheine**“) [,] [und] [Rückzahlungsscheinen (die „**Rückzahlungsscheine**“) [und] [Talons (die „**Talons**“)] ausgetauscht, wenn die Schweizer Zahlstelle, nach Konsultation mit der Emittentin, den Umtausch in Einzelkunden für notwendig oder zweckmäßig hält, oder wenn die Vorlage von Einzelkunden nach schweizer Recht oder dem Recht eines anderen Staates im Zusammenhang mit der Durchsetzung von Rechten der Gläubiger der Schuldverschreibungen erforderlich ist. Inhaber von Schweizer Globalurkunden haben keinen Anspruch auf Lieferung von Einzelkunden.]

FALLS (I) DIE SCHULDVER-SCHREIBUNGEN ANFÄNGLICH DURCH EINE VORLÄUFIGE GLOBALURKUNDE VERBRIEFT SIND, DIE GEGEN EINE DAUERGLOBALURKUNDE AUSGETAUSCHT WIRD (II) DIE SCHULDVERSCHR EIBUNGEN DEUTSCHE SCHULDVER-SCHREIBUNGEN SIND UND (III) TEFRA D ANWENDBAR IST, GILT FOLGENDES:

(3) *Vorläufige Globalurkunde – Austausch.*

(a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die „**Vorläufige Globalurkunde**“) ohne Zinsscheine oder Rückzahlungsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen eine Dauerglobalurkunde (die „**Dauerglobalurkunde**“) ohne Zinsscheine oder Rückzahlungsscheine ausgetauscht werden. Die Vorläufige Globalurkunde und die Dauerglobalurkunde tragen die Unterschriften zweier Zeichnungsberechtigter der Emittentin[,] [und] sind mit einer Kontrollunterschrift versehen [**im Fall von Globalurkunden im NGN-Format gilt Folgendes:** und werden durch den gemeinsamen Verwahrer (der „**Gemeinsame Verwahrer**“) aufgrund einer Vollmacht der Emittentin für diese handschriftlich unterzeichnet]. Einzelkunden und Zinsscheine werden nicht ausgegeben.

(b) Die Vorläufige Globalurkunde wird an einem Tag (der „**Austauschtag**“), der nicht mehr als 180 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt, gegen die Dauerglobalurkunde ausgetauscht. Der Austausch tag für einen solchen Austausch darf nicht weniger als vierzig Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegen. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen erfolgen, wonach der bzw. die wirtschaftliche(n) Eigentümer (*beneficial owner*) der durch die Vorläufige Globalurkunde verbrieften Schuldverschreibungen keine US-Person ist bzw. keine US-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). [**Im Fall von Schuldverschreibungen, bei denen es sich nicht um Nullkupon-Schuldverschreibungen handelt, gilt Folgendes:** Zinszahlungen auf durch eine Vorläufige Globalurkunde

verbriefte Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen.] Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der Vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt, diese Vorläufige Globalurkunde gemäß diesem Unterabsatz (b) dieses Absatzes (3) auszutauschen. Wertpapiere, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in § 4 (3) definiert) zu liefern.

FALLS (I) DIE SCHULDVER-SCHREIBUNGEN ANFÄNGLICH DURCH EINE VORLÄUFIGE GLOBALURKUNDE VERBRIEFT SIND, DIE GEGEN EINE DAUERGLOBALURKUNDE AUSGETAUSCHT WIRD, DIE AUF VERLANGEN ODER BEI EINTRITT EINES AUSTAUSCH-EREIGNISSES GEGEN EINZELURKUNDEN AUSGETAUSCHT WERDEN KANN, (II) DIE SCHULDVERSCHR EIBUNG ENGLISCHE SCHULDVER-SCHREIBUNGEN SIND UND (III) TEFRA D ANWENDUNG FINDET, GILT FOLGENDES:

(3) *Vorläufige Globalurkunde – Austausch.*

- (a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die „**Vorläufige Globalurkunde**“) ohne Zinsscheine oder Rückzahlungsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen eine Dauerglobalurkunde (die „**Dauerglobalurkunde**“) ohne Zinsscheine oder Rückzahlungsscheine ausgetauscht werden. Die Vorläufige Globalurkunde wird an oder vor dem ursprünglichen Ausgabetag der Schuldverschreibungen an **[im Fall von Globalurkunden im NGN-Format gilt Folgendes:** einen gemeinsamen Verwahrer (der „**Gemeinsame Verwahrer**“)] **[im Fall von Globalurkunden im CGN-Format gilt Folgendes:** eine gemeinsame Verwahrstelle (die „**Gemeinsame Verwahrstelle**“)] für die Clearing Systeme geliefert. Solange Schuldverschreibungen durch eine Vorläufige Globalurkunde verbrieft sind, erfolgen Zahlungen von Kapital- und etwaigen Zinsbeträgen sowie allen sonstigen gegebenenfalls in Bezug auf die Schuldverschreibungen zahlbaren Beträgen, die vor dem Austauschtag (wie nachstehend definiert) fällig werden, gegen Vorlage der Vorläufigen Globalurkunde nur insoweit, als dem betreffenden Clearing System eine Bescheinigung (gemäß einem vorzugebenden Muster) vorgelegt wird, wonach es sich bei den wirtschaftlichen Eigentümern (*beneficial owner*) der Anteile an den Schuldverschreibungen nicht um US-Personen oder um Personen, die diese Miteigentumsanteile zum Weiterverkauf an US-Personen erworben haben, handelt, und das betreffende Clearing System eine entsprechende Bescheinigung (basierend auf den bei ihm eingegangenen Bescheinigungen) gegenüber dem Fiscal Agent abgegeben hat.
- (b) Die Vorläufige Globalurkunde kann auf Verlangen wie darin beschrieben an oder nach dem 40. Tag nach der Ausgabe der Vorläufigen Globalurkunde (der „**Austauschtag**“) und unter Vorlage (soweit nicht bereits vorher erfolgt) einer Bescheinigung betreffend das wirtschaftliche Eigentum (*beneficial ownership*) (wie vorstehend beschrieben) kostenfrei gegen Anteile an der Dauerglobalurkunde ausgetauscht werden.
- (c) Der Inhaber einer Vorläufigen Globalurkunde ist nicht berechtigt, Zahlungen von Kapital-, Zins- oder sonstigen Beträgen zu vereinnahmen, die an oder nach dem Austauschtag fällig werden, es sei denn, der Austausch der Vorläufigen Globalurkunde gegen einen Anteil an der Dauerglobalurkunde wird nach ordnungsgemäßer Vorlage einer Bescheinigung bezüglich des wirtschaftlichen Eigentums unberechtigterweise vorenthalten oder verweigert.

- (d) Die Dauerglobalurkunde wird (kostenfrei) ganz, jedoch nicht teilweise **[falls Austausch auf Verlangen möglich ist, gilt Folgendes:** auf schriftliches Verlangen seitens eines Clearing Systems (das auf Anweisung eines Inhabers eines Anteils an der Dauerglobalurkunde handelt), welches unter Einhaltung einer Frist von mindestens 60 Tagen wie darin beschrieben an den Fiscal Agent zu richten ist,] **[falls die Bestimmungen für Austauschereignisse Anwendung finden, gilt Folgendes:** nur bei Eintritt eines Austauschereignisses] gegen einzelne Schuldverschreibungen [in der bzw. den Festgelegten Stückelung(en)] in effektiver Form (die „**Einzelurkunden**“) [mit beigefügten Zinsscheinen (die „**Zinsscheine**“) [,] [und] [Rückzahlungsscheinen (die „**Rückzahlungsscheine**“) [und] [Talons (die „**Talons**“))] ausgetauscht werden. In diesem Zusammenhang gilt ein „**Austauschereignis**“ als eingetreten, wenn (i) ein Kündigungsgrund (wie in § [12] definiert) eingetreten ist und andauert, (ii) der Emittentin mitgeteilt wurde, dass die Clearing Systeme ihre Geschäftstätigkeit für einen ununterbrochenen Zeitraum von vierzehn Tagen eingestellt haben (außer aufgrund von gesetzlichen oder sonstigen Feiertagen) oder angekündigt haben, ihre Geschäftstätigkeit dauerhaft einzustellen, bzw. diese bereits dauerhaft eingestellt haben und kein Nachfolge-Clearing System zur Verfügung steht oder (iii) die Emittentin nachteiligen steuerlichen Folgen ausgesetzt ist oder sein wird, die nicht eingetreten wären bzw. eintreten würden, wenn die durch eine Dauerglobalurkunde verbrieften Schuldverschreibungen durch Einzelurkunden verbrieft wären. Die Emittentin unterrichtet die Gläubiger der Schuldverschreibungen unverzüglich durch Mitteilung gemäß § [15] über den Eintritt eines Austauschereignisses. Im Fall des Eintritts eines Austauschereignisses kann das betreffende Clearing System (auf Anweisung eines Inhabers eines Anteils an dieser Dauerglobalurkunde) dem Fiscal Agent ein Austauschverlangen übermitteln; im Fall des Eintritts eines Austauschereignisses gemäß vorstehendem Unterabsatz (iii) kann ein solches Austauschverlangen dem Fiscal Agent auch von der Emittentin übermitteln werden. Ein solcher Austausch darf nicht später als fünfundvierzig Tage nach dem Tag erfolgen, an dem der Fiscal Agent das erste Austauschverlangen erhalten hat.

FALLS DIE SCHULDVER-SCHREIBUNGEN ANFÄNGLICH DURCH EINE VORLÄUFIGE GLOBALURKUNDE VERBRIEFT SIND, DIE GANZ ODER TEILWEISE GEGEN EINZELURKUNDEN AUSGETAUSCHT WIRD UND TEFRA D ANWENDUNG FINDET, GILT FOLGENDES:

- (3) *Vorläufige Globalurkunde – Austausch.* Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die „**Vorläufige Globalurkunde**“) ohne Zinsscheine [oder Rückzahlungsscheine] verbrieft. Die Vorläufige Globalurkunde wird gegen einzelne Schuldverschreibungen [in der bzw. den Festgelegten Stückelung(en)] in effektiver Form (die „**Einzelurkunden**“) [mit beigefügten Zinsscheinen (die „**Zinsscheine**“) [und Rückzahlungsscheinen (die „**Rückzahlungsscheine**“))] ausgetauscht werden. Die Vorläufige Globalurkunde trägt die Unterschriften zweier Zeichnungsberechtigter der Emittentin und ist mit einer Kontrollunterschrift versehen. Einzelurkunden [[und] [,] Zinsscheine] [und] [Rückzahlungsscheine] tragen die vervielfältigten Unterschriften zweier Zeichnungsberechtigter der Emittentin und sind mit einer Kontrollunterschrift versehen.

- (4) *Clearing System.* [Die [Vorläufige Globalurkunde] [und die] [Dauerglobalurkunde] [wird] [werden] [von einer gemeinsamen Verwahrstelle] von oder für ein Clearing System verwahrt bis [, im Fall der Dauerglobalurkunde,] sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind. „**Clearing System**“ bezeichnet **[bei mehr als einem Clearing System: jeweils]:** [Clearstream Banking AG, Neue Börsenstraße 8, 60487 Frankfurt am Main, Deutschland („**CBF**“) ¹¹⁶] [,] [und] [Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxemburg, Luxemburg („**CBL**“) [,] [und] [Euroclear Bank S.A./N.V., Boulevard du Roi Albert II, 1210 Brüssel, Belgien („**Euroclear**“) [,] [und] [SIX SIS AG, Baslerstrasse 100, 4600 Olten, Schweiz („**SIS**“)] [und] **[anderes Clearing System angeben]** sowie jeden Nachfolger in dieser Eigenschaft.] **[im Fall von Befreiten Schuldverschreibungen gegebenenfalls alternative Bestimmung einfügen]**

[Im Fall von Englischen Schuldverschreibungen gilt Folgendes: Solange eine der Schuldverschreibungen durch eine Globalurkunde verbrieft ist, die von einem Clearing System oder einem (gemeinsamen) Verwahrer oder einer (gemeinsamen) Verwahrstelle für das bzw. die Clearing System(e) verwahrt wird, wird jede Person (mit Ausnahme des Clearing Systems bzw. der Clearing Systeme), die in den Unterlagen des Clearing Systems bzw. der Clearing Systeme jeweils als Gläubiger eines bestimmten Nennbetrags dieser Schuldverschreibungen aufgeführt ist (wobei in diesem Zusammenhang sämtliche von dem bzw. den Clearing System(en) hinsichtlich des einer Person zustehenden Nennbetrags dieser Schuldverschreibungen ausgestellten Bescheinigungen oder sonstigen Dokumenten in jeder Hinsicht endgültig und bindend sind, sofern nicht ein offensichtlicher Irrtum vorliegt) von der Emittentin, dem Fiscal Agent, der bzw. den Zahlstelle(n) und der Berechnungsstelle in jeder Hinsicht als Gläubiger des betreffenden Nennbetrags dieser Schuldverschreibungen behandelt. Dies gilt jedoch nicht in Bezug auf Kapital- und Zinszahlungen auf den Nennbetrag dieser Schuldverschreibungen; in dieser Hinsicht wird der Inhaber der betreffenden Globalurkunde von der Emittentin, dem Fiscal Agent, der bzw. den Zahlstelle(n) und der Berechnungsstelle als Gläubiger des Nennbetrags dieser Schuldverschreibungen nach Maßgabe und vorbehaltlich der Bestimmungen der betreffenden Globalurkunde behandelt (wobei „**Schuldverschreibungsgläubiger**“ und „**Gläubiger der Schuldverschreibungen**“ und ähnliche Bezeichnungen entsprechend auszulegen sind.) **[im Fall von Befreiten Schuldverschreibungen gegebenenfalls alternative Bestimmung einfügen]**

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE FÜR DIE ICSDS
VERWAHRT
WERDEN, GILT
FOLGENDES:**

[Im Fall von Globalurkunden im NGN-Format gilt Folgendes: Die Schuldverschreibungen werden in Form einer neuen Globalurkunde („**NGN**“) begeben und werden von einem Gemeinsamen Verwahrer für Euroclear und CBL (jeweils ein „**ICSD**“ und zusammen die „**ICSDs**“) verwahrt.]

[Im Fall von Globalurkunden im CGN-Format gilt Folgendes: Die Schuldverschreibungen werden in Form einer klassischen Globalurkunde („**CGN**“) begeben und werden von einer gemeinsamen Verwahrstelle für Euroclear und CBL (jeweils ein „**ICSD**“ und zusammen die „**ICSDs**“) verwahrt.]

¹¹⁶ Im Fall von Schuldverschreibungen, die an der Frankfurter Börse zum Börsenhandel zugelassen werden, erfolgt das Clearing üblicherweise über CBF.

**IM FALL VON
GLOBAL-
URKUNDEN IM
NGN-FORMAT GILT
FOLGENDES:**

(5) *Gläubiger der Schuldverschreibungen.* „**Gläubiger der Schuldverschreibungen**“ [im Fall von **Deutschen Schuldverschreibungen gilt Folgendes:** bezeichnet in Bezug auf die bei einem Clearing System oder einer sonstigen zentralen Wertpapierverwahrstelle hinterlegten Schuldverschreibungen jeden Inhaber eines Miteigentumsanteils oder eines anderen vergleichbaren Rechts an den hinterlegten Schuldverschreibungen] [im Fall von **Englischen Schuldverschreibungen, gilt Folgendes:** bezeichnet in Bezug auf alle Schuldverschreibungen die Inhaber der Schuldverschreibungen und ist in Bezug auf Schuldverschreibungen, die durch eine Globalurkunde verbrieft sind, gemäß vorstehendem Absatz (4) zu verstehen].

(6) *Unterlagen der ICSDs.* Als Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen gilt der jeweils in den Unterlagen der beiden ICSDs verzeichnete Gesamtbetrag bis sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind. Die Unterlagen der ICSDs (wobei dieser Ausdruck die Unterlagen bezeichnet, die jeder der ICSDs für seine Kunden führt und in welchen der Betrag des auf jeden Kunden entfallenden Miteigentumsanteils an den Schuldverschreibungen erfasst ist) gelten als schlüssiger Beweis in Bezug auf den Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen; zu diesem Zweck gilt eine von einem ICSD erstellte Bescheinigung über den Nennbetrag der verbrieften Schuldverschreibungen (die dem Gläubiger auf Verlangen zur Verfügung zu stellen ist) als ausreichender Beweis in Bezug auf die Unterlagen des betreffenden ICSD zu dem jeweiligen Zeitpunkt.

Bei der Rückzahlung oder Zahlung von Raten oder Zinsen auf die Schuldverschreibungen und beim Rückkauf und bei der Entwertung von Schuldverschreibungen, die durch diese Globalurkunde verbrieft sind, hat die Emittentin sicherzustellen, dass nähere Angaben zu der Rückzahlung oder Zahlung bzw. dem Rückkauf und der Entwertung in Bezug auf die Globalurkunde unter Angabe des betroffenen Anteils in den Unterlagen der ICSDs vermerkt wird; mit der Vornahme jedes solchen Vermerks verringert sich der Nennbetrag der in den Unterlagen der ICSDs eingetragenen und durch die Globalurkunde verbrieften Schuldverschreibungen um den Gesamtnennbetrag der zurückgezahlten oder zurückgekauften und entwerteten Schuldverschreibungen oder um den Gesamtbetrag der gezahlten Raten.

[(7)] *(Bezugnahmen auf Schuldverschreibungen.* Bezugnahmen in diesen Bedingungen auf die „**Schuldverschreibungen**“ schließen Bezugnahmen auf jede die Schuldverschreibungen verbrieftende Globalurkunde [und jede Einzelurkunde] [falls die **Schuldverschreibungen mit Zinsscheinen begeben werden, gilt Folgendes:** sowie die zugehörigen Zinsscheine] [falls die **Schuldverschreibungen mit Rückzahlungsscheinen begeben werden, gilt Folgendes:** [und Rückzahlungsscheine] ein, es sei denn, aus dem Zusammenhang ergibt sich etwas anderes.

[(8)] *Bezugnahmen auf Zinsscheine.* Bezugnahmen in diesen Bedingungen auf „Zinsscheine“ schließen Bezugnahmen auf Sammelzinsscheine und Talons ein, es sei denn, aus dem Zusammenhang ergibt sich etwas anderes.

**§ 2
STATUS**

**Falls Deutsche Bank AG, Filiale New York, eine Garantie in Bezug auf die
Schuldverschreibungen Abgibt, Gilt Folgendes: UND GARANTIE]**

**IM FALL VON
NICHT
NACHRANGIGEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

[(1)] *Status.* Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind mit Ausnahme von Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig sind.

**IM FALL VON
NICHT
NACHRANGIGEN
SCHULDVER-
SCHREIBUNGEN,
DIE DURCH
DEUTSCHE BANK
AG, FILIALE NEW
YORK,
GARANTIERT
WERDEN, GILT
FOLGENDES:**

(2) *Garantie.* Deutsche Bank AG, Filiale New York, hat als Garantin eine unbedingte und unwiderrufliche Garantie (die „**Garantie**“) für die ordnungsgemäße und fristgerechte Zahlung aller in Bezug auf die Schuldverschreibungen zahlbaren Beträge abgegeben. Das Muster der Garantie ist im Agency Agreement enthalten und eine Kopie der Garantie kann kostenlos bei den bezeichneten Geschäftsstellen des Fiscal Agent und jeder Zahlstelle bezogen werden.

**IM FALL VON
NACHRANGIGEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

Zweck der Schuldverschreibungen ist es, der Emittentin als Ergänzungskapital zu dienen.

Die Schuldverschreibungen begründen nicht besicherte, nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit nicht gesetzliche Vorschriften oder die Bedingungen anderer Verbindlichkeiten eine andere Regelung vorsehen. Im Fall der Auflösung, der Liquidation oder der Insolvenz der Emittentin oder eines Vergleichs oder eines anderen der Abwendung der Insolvenz dienenden Verfahrens gegen die Emittentin gehen die Verbindlichkeiten aus den Schuldverschreibungen den Ansprüchen dritter Gläubiger der Emittentin aus nicht nachrangigen Verbindlichkeiten im Range vollständig nach, so dass Zahlungen auf die Schuldverschreibungen solange nicht erfolgen, wie die Ansprüche dieser dritten Gläubiger der Emittentin aus nicht nachrangigen Verbindlichkeiten nicht vollständig befriedigt sind. Kein Gläubiger ist berechtigt, mit Ansprüchen aus den Schuldverschreibungen gegen Ansprüche der Emittentin aufzurechnen. Den Gläubigern wird für ihre Rechte aus den Schuldverschreibungen weder durch die Emittentin noch durch Dritte irgendeine Sicherheit oder Garantie gestellt; eine solche Sicherheit oder Garantie wird auch zu keinem späteren Zeitpunkt gestellt werden.

Nachträglich können der Nachrang gemäß diesem § 2 nicht beschränkt sowie die Laufzeit der Schuldverschreibungen und jede anwendbare Kündigungsfrist nicht verkürzt werden. Eine Rückzahlung oder ein Rückkauf der Schuldverschreibungen vor Endfälligkeit ist nur mit vorheriger Zustimmung der für die Emittentin zuständigen Aufsichtsbehörde zulässig. Werden die Schuldverschreibungen unter anderen als den in diesem § 2 beschriebenen Umständen oder infolge einer vorzeitigen Kündigung nach Maßgabe von § 5(2), § 5[(4)] [oder § [7](2)] zurückgezahlt oder von der Emittentin zurückerworben, so ist der zurückgezahlte

oder gezahlte Betrag der Emittentin ohne Rücksicht auf entgegenstehende Vereinbarungen zurück zu gewähren, sofern nicht die für die Emittentin zuständige Aufsichtsbehörde der vorzeitigen Rückzahlung oder dem Rückkauf zugestimmt hat.

§ 3 ZINSEN

IM FALL VON UNVERZINS- LICHEN SCHULD- VERSCHREI- BUNGEN GILT FOLGENDES¹¹⁷:

[(1) *Keine periodischen Zinszahlungen.*] Es erfolgen keine periodischen Zinszahlungen auf die Schuldverschreibungen.]

[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:

(2) *Verspätete Zahlungen auf Schuldverschreibungen.* Zahlt die Emittentin die Schuldverschreibungen nicht bei Fälligkeit zurück, wird der ausstehende [Nennbetrag] [Rückzahlungsbetrag] der Schuldverschreibungen weiter verzinst, und zwar ab dem Tag, an dem die Schuldverschreibungen zur Rückzahlung fällig werden (einschließlich), bis **[falls die Schuldverschreibungen durch Globalurkunden verbrieft sind, gilt Folgendes:** zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht (ausschließlich), wobei der gesetzliche Zinssatz für Verzugszinsen Anwendung findet¹¹⁸] **[falls die Schuldverschreibungen durch Einzelurkunden verbrieft sind, gilt Folgendes:** zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht (ausschließlich), jedoch nicht über den vierzehnten Tag nach einer Mitteilung des Fiscal Agent gemäß § [15], dass die für die Rückzahlung erforderlichen Mittel beim Fiscal Agent eingegangen sind, hinaus, es sei denn, die Emittentin hat den Zahlungsverzug nicht zu vertreten. Der anwendbare Zinssatz entspricht dem gesetzlichen Zinssatz für Verzugszinsen¹¹⁹.]

FALLS VERZINSLICHE SCHULDVER- SCHREIBUNGEN ZU EINEM GERING- EREN WERT ALS DEM NENNWERT ZURÜCKGEZAHLT WERDEN KÖNNEN UND DURCH DIE DEUTSCHE BANK, ZWEIGSTELLE LONDON EMIT- TIERT WURDEN, GILT FOLGENDES:

Die gemäß ihrer hierin enthaltenen Beschreibung als Zinsen zahlbaren Beträge sind als Entgelt zu verstehen, und zwar nicht nur für die Nutzung des für die Schuldverschreibungen gezahlten Zeichnungsbetrags, sondern auch als Ausgleich dafür, dass der Wert, zu dem die Schuldverschreibungen zurückgezahlt werden können, möglicherweise unter dem Zeichnungsbetrag liegt.

¹¹⁷ Die folgenden optionalen Absätze dieses § 3 finden auf unverzinsliche Schuldverschreibungen keine Anwendung.

¹¹⁸ Der gesetzliche Zinssatz für Verzugszinsen liegt fünf Prozentpunkte über dem von der Deutschen Bundesbank jeweils veröffentlichten Basiszinssatz, §§ 288 Abs. 1, 247 BGB; der gesetzliche Zinssatz für Verzugszinsen schließt darüber hinausgehende Schadensersatzansprüche nicht aus.

¹¹⁹ Der gesetzliche Zinssatz für Verzugszinsen liegt fünf Prozentpunkte über dem von der Deutschen Bundesbank jeweils veröffentlichten Basiszinssatz, §§ 288 Abs. 1, 247 BGB; der gesetzliche Zinssatz für Verzugszinsen schließt darüber hinausgehende Schadensersatzansprüche nicht aus.

**IM FALL VON
FESTVERZINS-
LICHEN SCHULD-
VERSCHREI-
BUNGEN OHNE
ZINSWECHSEL
GILT FOLGENDES:**

- (1) *Zinssatz und Zinsperioden.*
- (a) Die Schuldverschreibungen werden bezogen auf **[falls es sich nicht um eine Teileingezahlte Schuldverschreibung handelt, gilt Folgendes: ihren ausstehenden Nennbetrag] [falls es sich um eine Teileingezahlte Schuldverschreibung handelt, gilt Folgendes:¹²⁰ den eingezahlten Betrag]** vom **[Verzinsungsbeginn]** (der „Verzinsungsbeginn“) (einschließlich) mit **[jährlicher Zinssatz bzw. jährliche Zinssätze, die dem Zinssatz bzw. den Zinssätzen entsprechen, mit einer Beschreibung des für jede Zinsperiode jeweils anwendbaren Satzes]** ([der] [jeweils ein] „Zinssatz“) verzinst. Die Verzinsung erfolgt in Bezug auf jede Zinsperiode.
- (b) „Zinsperiode“ bezeichnet den Zeitraum vom Verzinsungsbeginn (einschließlich) bis zum ersten **[einfügen, falls die Zinsperiode(n) an dem bzw. den Zinszahltag(en) enden: Zinszahltag (ausschließlich) und danach jeweils von einem Zinszahltag (einschließlich) bis zum nächstfolgenden Zinszahltag (ausschließlich)] [einfügen, falls die Zinsperiode(n) an dem bzw. den Zinsperiodenendtag(en) enden: Zinsperiodenendtag (ausschließlich) und danach jeweils von einem Zinsperiodenendtag (einschließlich) bis zum darauf folgenden Zinsperiodenendtag (ausschließlich) (wobei der letztgenannte Tag jeweils als „Finaler Zinsperiodenendtag“ der betreffenden Zinsperiode bezeichnet wird)].**
- [„Zinsperiodenendtag“ bezeichnet [Zinsperiodenendtage].**
- [Bei angepassten Zinsperioden:** Falls es in dem Kalendermonat, in den ein [Zinszahltag] [Zinsperiodenendtag] fallen sollte, keine numerische Entsprechung für diesen Tag gibt oder ein [Zinszahltag] [Zinsperiodenendtag] ansonsten auf einen Tag fallen würde, der kein Geschäftstag ist, **[bei Anwendung der Folgender-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den nächsten Tag verschoben, der ein Geschäftstag ist] **[bei Anwendung der Modifizierten Folgender-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den nächsten Tag verschoben, der ein Geschäftstag ist, es sei denn, er würde dadurch in den folgenden Kalendermonat fallen; in diesem Fall wird der [Zinszahltag] [Zinsperiodenendtag] auf den unmittelbar vorangegangenen Geschäftstag vorgezogen] **[bei Anwendung der Vorangegangener-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den unmittelbar vorangegangenen Geschäftstag vorgezogen].
- (c) „Geschäftstag“ bezeichnet einen Tag (außer Samstag oder Sonntag), an dem Geschäftsbanken und Devisenmärkte Zahlungen abwickeln und in **[sämtliche relevanten Finanzzentren]** für den allgemeinen Geschäftsverkehr geöffnet sind (einschließlich des Handels mit Devisen und Fremdwährungseinlagen) **[falls die festgelegte Währung Euro**

¹²⁰ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

ist, gilt Folgendes: und das Trans-European Automated Real-Time Gross Settlement (TARGET2) System betriebsbereit ist].

- (2) *Zinszahltag*. Zinszahlungen erfolgen nachträglich am **[[Zinszahltag(e)]** eines jeden Jahres bis zum Fälligkeitstag (wie in § 5(1) definiert) **[[●]** Geschäftstag, der jedem Zinsperiodenendtag folgt] **[Zinszahltag(e)]** (jeweils ein „Zinszahltag“) (einschließlich). **[Wenn ein Zinszahltag auf einen Finalen Zinsperiodenendtag einer Zinsperiode fällt, gilt Folgendes:** Sollten die Zinsen für eine Zinsperiode erst nach dem Finalen Zinsperiodenendtag dieser Zinsperiode zahlbar werden, führt dies nicht dazu, dass zusätzliche Zinsen oder sonstige Beträge zu zahlen sind.]
- (3) *Auflaufende Zinsen*. Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden, es sei denn, **[bei Schuldverschreibungen, deren Abwicklung bar erfolgt, gilt Folgendes:** die Zahlung des Kapitalbetrags] **[bei Schuldverschreibungen, deren Abwicklung (i) physisch oder (ii) bar und/oder physisch erfolgt, gilt Folgendes:** [und/oder] die Lieferung aller zu liefernden Vermögenswerte] [wird][werden] unberechtigterweise vorenthalten oder verweigert. Zahlt die Emittentin die Schuldverschreibungen nicht bei Fälligkeit zurück, wird der ausstehende Nennbetrag der Schuldverschreibungen weiter verzinst, und zwar ab dem Tag, an dem die Schuldverschreibungen zur Rückzahlung fällig werden, (einschließlich) bis **[im Fall von Deutschen Schuldverschreibungen, die durch Globalurkunden verbrieft sind, gilt Folgendes:** zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht (ausschließlich), wobei der gesetzliche Zinssatz für Verzugszinsen Anwendung findet.] **[Im Fall von Englischen Schuldverschreibungen gilt Folgendes:** zu demjenigen der nachfolgend genannten Termine (ausschließlich), der als erster eintritt: (i) der Tag, an dem **[bei Schuldverschreibungen, deren Abwicklung bar erfolgt, gilt Folgendes:** alle in Bezug auf die Schuldverschreibungen fälligen Beträge gezahlt wurden] **[bei Schuldverschreibungen, deren Abwicklung (i) physisch oder (ii) bar und/oder physisch erfolgt, gilt Folgendes:** [und/oder] alle in Bezug auf die Schuldverschreibungen zu liefernden Vermögenswerte geliefert wurden], oder (ii) der fünfte Tag nach dem Tag, an dem **[bei Schuldverschreibungen, deren Abwicklung bar erfolgt, gilt Folgendes:** sämtliche in Bezug auf die Schuldverschreibungen fälligen Beträge bei dem Fiscal Agent eingegangen sind] **[bei Schuldverschreibungen, deren Abwicklung (i) physisch oder (ii) bar und/oder physisch erfolgt, gilt Folgendes:** [und/oder] sämtliche in Bezug auf die Schuldverschreibungen zu liefernden Vermögenswerte bei einer von der Emittentin benannten beauftragten Stelle zur Weiterleitung an die Gläubiger der Schuldverschreibungen eingegangen sind und eine entsprechende Mitteilung gemäß § [15] an die Gläubiger der Schuldverschreibungen erfolgt ist], wobei der [für die letzte Zinsperiode geltende] Zinssatz Anwendung findet.]
- (4) *Zinsbetrag*. **[Bei nicht angepassten Zinsperioden gilt Folgendes:** Der an jedem Zinszahltag zahlbare Zinsbetrag für die Zinsperiode, die [an diesem Zinszahltag] [am Finalen Zinsperiodenendtag] (ausschließlich) für die betreffende Zinsperiode endet, beträgt **[Festzinsbetrag]** (der „Festzinsbetrag“) **[bei Bruchteilszinsbeträgen gilt Folgendes:** , wobei die Höhe des am **[[Zinszahltag für anfänglichen Bruchteilszinsbetrag]** zahlbaren Zinsbetrags **[anfänglicher Bruchteilszinsbetrag]** [und der am **[Zinszahltag für Finalen Bruchteilszinsbetrag]** zahlbare Zinsbetrag **[Finaler Bruchteilszinsbetrag]**] pro **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** Schuldverschreibung mit einer

Stückelung von **[Festgelegte Stückelung]** **[im Fall von Englischen Schuldverschreibungen gilt Folgendes: Berechnungsbetrag]** beträgt].

Sofern Zinsen für einen Zeitraum, der nicht einer Zinsperiode entspricht, zu berechnen sind, erfolgt die Berechnung des auf die Schuldverschreibungen in Bezug auf **[einfügen, falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist: [im Fall von Deutschen Schuldverschreibungen gilt Folgendes: jede Festgelegte Stückelung] [im Fall von Englischen Schuldverschreibungen gilt Folgendes: den Berechnungsbetrag]] [einfügen, falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist: den gesamten ausstehenden Nennbetrag der Schuldverschreibungen]** für diesen Zeitraum zahlbaren Zinsbetrags durch Anwendung des Zinssatzes und des Zinstagequotienten (wie nachstehend definiert) auf **[einfügen, falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist: [im Fall von Deutschen Schuldverschreibungen gilt Folgendes: die Festgelegte Stückelung] [im Fall von Englischen Schuldverschreibungen gilt Folgendes: den Berechnungsbetrag]] [einfügen, falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist: den gesamten ausstehenden Nennbetrag der Schuldverschreibungen, der durch die Globalurkunde verbrieft ist,] [im Fall von Englischen Schuldverschreibungen, die durch Einzelurkunden verbrieft sind, gilt Folgendes: [Berechnungsbetrag] (der „Berechnungsbetrag“)]** unter Rundung des Ergebnisses auf die nächste **[Untereinheit] [im Fall von japanischen Yen gilt Folgendes: Einheit]** der Festgelegten Währung, wobei 0,5 einer **[Untereinheit] [Einheit]** aufgerundet oder eine andere marktübliche Rundungsregel angewandt wird.

[Bei angepassten Zinsperioden gilt Folgendes: Der auf die Schuldverschreibungen in Bezug auf **[einfügen, falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist: [im Fall von Deutschen Schuldverschreibungen gilt Folgendes: jede Festgelegte Stückelung][im Fall von Englischen Schuldverschreibungen gilt Folgendes: den Berechnungsbetrag]] [einfügen, falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist: den gesamten ausstehenden Nennbetrag der Schuldverschreibungen]** für die jeweilige Zinsperiode zahlbare Zinsbetrag wird durch Anwendung des Zinssatzes und des Zinstagequotienten (wie nachstehend definiert) auf **[einfügen, falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist: die Festgelegte Stückelung] [einfügen, falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist: den gesamten ausstehenden Nennbetrag der Schuldverschreibungen, der durch die Globalurkunde verbrieft ist] [im Fall von Englischen Schuldverschreibungen, die durch Einzelurkunden verbrieft sind, gilt Folgendes: [den Berechnungsbetrag] [den ausstehenden Nennbetrag der Schuldverschreibungen]** unter Rundung des Ergebnisses auf die nächste **[Untereinheit] [im Fall von japanischen Yen gilt Folgendes: Einheit]** der Festgelegten Währung berechnet, wobei 0,5 einer **[Untereinheit] [Einheit]** aufgerundet oder eine andere marktübliche Rundungsregel angewandt wird.]

**IM FALL VON
VARIABLEN
VERZINSLICHEN
SCHULD-
VERSCHREI-
BUNGEN OHNE
ZINSWECHSEL
GILT FOLGENDES:**

- (1) *Zinsen.* Jede Schuldverschreibung wird **[im Fall von Teileingezahlten Schuldverschreibungen gilt Folgendes:¹²¹** in Bezug auf den eingezahlten Betrag] ab dem **[Verzinsungsbeginn]** (einschließlich) (der „**Verzinsungsbeginn**“) wie nachstehend beschrieben verzinst **[im Fall von TARN-Schuldverschreibungen, die eine Zinsobergrenze vorsehen, gilt Folgendes:**; wobei der insgesamt je Schuldverschreibung zahlbare Zinsbetrag (der „**Gesamtzinsbetrag**“) den Zielzins (wie in § 5(4) definiert) nicht übersteigt; nähere Einzelheiten hierzu sind in Absatz (3) geregelt]. Die Verzinsung erfolgt in Bezug auf jede Zinsperiode.
- (2) *Zinszahltag(e).* Zinszahlungen erfolgen nachträglich am **[[Zinszahltag(e)]** eines jeden Jahres bis zum Fälligkeitstag (wie in § 5(1) definiert) **[[●]** Geschäftstag, der jedem Zinsperiodenendtag nachfolgt] (jeweils ein „**Zinszahltag**“) (einschließlich). **[Falls ein Zinszahltag auf einen Tag nach dem Finalen Zinsperiodenendtag einer Zinsperiode fällt, gilt Folgendes:** Sollten die Zinsen für eine Zinsperiode erst nach dem Finalen Zinsperiodenendtag dieser Zinsperiode zahlbar werden, führt dies nicht dazu, dass zusätzliche Zinsen oder sonstige Beträge zu zahlen sind.]
- (3) *Zinsbetrag.* Der für eine Zinsperiode in Bezug auf **[einfügen, falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist:** jede Festgelegte Stückelung] **[einfügen, falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist:** den gesamten ausstehenden Nennbetrag der Schuldverschreibungen] zu zahlende Zinsbetrag (jeweils ein „Zinsbetrag“) wird von [der Berechnungsstelle] [dem Fiscal Agent] als das Produkt aus (a) **[einfügen, falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist:** der Festgelegten Stückelung] **[einfügen, falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist:** dem gesamten ausstehenden Nennbetrag der Schuldverschreibungen, der durch die Globalurkunde verbrieft ist] **[im Fall von Englischen Schuldverschreibungen, die durch Einzelurkunden verbrieft sind, gilt Folgendes:** [Berechnungsbetrag] (der „Berechnungsbetrag“) **[[●]**, (b) dem Zinssatz und (c) dem Zinstagequotienten, wie jeweils für die betreffende Zinsperiode anwendbar, unter Rundung des Ergebnisses auf die nächste [Untereinheit] **[im Fall von japanischen Yen gilt Folgendes:** Einheit] der Festgelegten Währung berechnet, wobei 0,5 einer [Untereinheit] [Einheit] aufgerundet wird. **[Im Fall von TARN-Schuldverschreibungen, die eine Zinsobergrenze vorsehen, die eine Zinsobergrenze vorsehen, gilt Folgendes:** Sollte der für eine Schuldverschreibung und eine Zinsperiode ermittelte Zinsbetrag ohne Berücksichtigung von Absatz (1) dazu führen, dass der Gesamtzinsbetrag den Zielzins überschreitet, wird der Zinsbetrag für die betreffende Zinsperiode auf einen Betrag verringert, der dem Zielzins abzüglich des Gesamtzinsbetrags für die unmittelbar vorangegangene Zinsperiode entspricht.] **[Im Fall von TARN-Schuldverschreibungen, die keine Zinsobergrenze vorsehen, gilt Folgendes:** Es erfolgt keine Reduzierung des Zinsbetrags bei Erreichen oder Überschreiten des Zielzinses.] **[Im Fall von Englischen Schuldverschreibungen, die durch Einzelurkunden verbrieft sind, gilt Folgendes:** Wenn die Festgelegte Stückelung einem Vielfachen des Berechnungsbetrags entspricht, entspricht der in Bezug auf diese

¹²¹ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN
MIT ZINSWECHSEL
GILT FOLGENDES**

- Schuldverschreibung zahlbare Zinsbetrag dem Produkt des Betrags für den Berechnungsbetrag und dem Betrag, mit dem der Berechnungsbetrag multipliziert werden muss, um die Festgelegte Stückelung zu erreichen, ohne weitere Rundung.]
- (4) *Zinssatz.* [Vorbehaltlich des nachstehenden [Absatz (5)] [wird] [entspricht] der Zinssatz (der „Zinssatz“) für jede Zinsperiode] [Der Zinssatz (der „Zinssatz“) für jede Zinsperiode [wird] [entspricht]]
- (1) *Zinsfeststellung und Zinsperioden.* Die Schuldverschreibungen werden **[im Fall von Teileingezahlten Schuldverschreibungen gilt Folgendes:¹²²** bezogen auf den eingezahlten Betrag] vom [Verzinsungsbeginn] (der „Verzinsungsbeginn“) (einschließlich) bis zum [Zinswechselltag] (der „Zinswechselltag“) (ausschließlich) mit dem [Zinssatz I] verzinst. Die Schuldverschreibungen werden **[im Fall von Teileingezahlten Schuldverschreibungen gilt Folgendes:¹²³** bezogen auf den eingezahlten Betrag] ab dem Zinswechselltag (einschließlich) mit dem [Zinssatz II] verzinst.
- „Zinssatz I“ bezeichnet [[●] % per annum] [den Referenzsatz] [den Referenzsatz I] [aktien- oder indexbezogene Verzinsung, wie nachstehend angegeben] [inflationsbezogene Verzinsung, wie nachstehend angegeben] [alternativer Zinssatz]¹²⁴
- „Zinssatz II“ bezeichnet [[●] % per annum] [den Referenzsatz II] [aktien- oder indexbezogene Verzinsung, wie nachstehend angegeben] [inflationsbezogene Verzinsung, wie nachstehend angegeben] [alternativer Zinssatz]¹²⁵
- Die Verzinsung erfolgt in Bezug auf jede Zinsperiode I und jede Zinsperiode II, wobei jede dieser Perioden eine Zinsperiode ist.
- „Zinsperiode I“ bezeichnet den Zeitraum vom Verzinsungsbeginn (einschließlich) bis zum ersten **[falls die Zinsperiode(n) I an dem bzw. den Zinszahltag(en) ende(t)(en), gilt Folgendes:** Zinszahltag (ausschließlich) und danach bis zum Zinswechselltag (ausschließlich) jeweils von einem Zinszahltag (einschließlich) bis zum nächstfolgenden Zinszahltag (ausschließlich)] **[falls die Zinsperiode(n) I an Zinsperiodenendtagen ende(t)(en), gilt Folgendes:** Zinsperiodenendtag (ausschließlich) und danach bis zum Zinswechselltag (ausschließlich) jeweils von einem Zinsperiodenendtag (einschließlich) bis zum darauf folgenden Zinsperiodenendtag (ausschließlich) (wobei der letztgenannte Tag jeweils als „Finaler Zinsperiodenendtag“ der betreffenden Zinsperiode bezeichnet wird)]. **[Bei angepassten Zinsperioden I gilt Folgendes:** Falls es in dem Kalendermonat, in den ein [Zinszahltag] [Zinsperiodenendtag] fallen sollte, keine numerische Entsprechung für diesen Tag gibt oder ein [Zinszahltag] [Zinsperiodenendtag] ansonsten auf einen Tag fallen würde, der kein Geschäftstag ist, **[bei Anwendung der Folgender-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den nächsten Tag verschoben, der ein Geschäftstag ist] **[bei Anwendung der Modifizierten Folgender-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den nächsten Tag verschoben, der ein

¹²² Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

¹²³ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

¹²⁴ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

¹²⁵ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

Geschäftstag ist, es sei denn, er würde dadurch in den folgenden Kalendermonat fallen; in diesem Fall wird der [Zinszahltag] [Zinsperiodenendtag] auf den unmittelbar vorangegangenen Geschäftstag vorgezogen] **[bei Anwendung der Vorangegangener-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den unmittelbar vorangegangenen Geschäftstag vorgezogen].]

„Zinsperiode II“ bezeichnet den Zeitraum vom Zinswechseltag (einschließlich) bis zum ersten folgenden **[falls die Zinsperiode(n) II an dem bzw. den Zinszahltag(en) ende(t)(en), gilt Folgendes:** Zinszahltag (ausschließlich) und danach jeweils von einem Zinszahltag (einschließlich) bis zum nächstfolgenden Zinszahltag (ausschließlich)] **[falls die Zinsperiode(n) II an Zinsperiodenendtagen ende(t)(en), gilt Folgendes:** Zinsperiodenendtag (ausschließlich) und danach jeweils von einem Zinsperiodenendtag (einschließlich) bis zum darauf folgenden Zinsperiodenendtag (ausschließlich) (wobei der letztgenannte Tag jeweils als „Finaler Zinsperiodenendtag“ der betreffenden Zinsperiode bezeichnet wird)].

[„Zinsperiodenendtag“ bezeichnet [Zinsperiodenendtage].]

- (2) *Zinszahltag(e).* Zinszahlungen erfolgen nachträglich am **[[Zinszahltag(e)] eines jeden Jahres bis zum Fälligkeitstag (wie in § 5(1) definiert)] [●] Geschäftstag, der jedem Zinsperiodenendtag folgt] [Zinszahltag(e)] (jeweils ein „Zinszahltag“) (einschließlich). [Falls ein Zinszahltag auf einen Tag nach dem Finalen Zinsperiodenendtag einer Zinsperiode fällt, gilt Folgendes:** Sollten die Zinsen für eine Zinsperiode erst nach dem Finalen Zinsperiodenendtag dieser Zinsperiode zahlbar werden, führt dies nicht dazu, dass zusätzliche Zinsen oder sonstige Beträge zu zahlen sind.]
- (3) *Auflaufende Zinsen.* Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden, es sei denn, **[bei Schuldverschreibungen, deren Abwicklung bar erfolgt, gilt Folgendes:** die Zahlung des Kapitalbetrags] **[bei Schuldverschreibungen, deren Abwicklung (i) physisch oder (ii) bar und/oder physisch erfolgt, gilt Folgendes:** [und/oder] die Lieferung aller zu liefernden Vermögenswerte] [wird][werden] unberechtigterweise vorenthalten oder verweigert. Zahlt die Emittentin die Schuldverschreibungen nicht bei Fälligkeit zurück, wird der ausstehende Nennbetrag der Schuldverschreibungen weiter verzinst, und zwar ab dem Tag, an dem die Schuldverschreibungen zur Rückzahlung fällig werden, (einschließlich) bis **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht (ausschließlich), wobei der gesetzliche Zinssatz für Verzugszinsen¹²⁶ Anwendung findet.] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** zu demjenigen der nachfolgend genannten Termine (ausschließlich), der als erster eintritt: (i) der Tag, an dem **[bei Schuldverschreibungen, deren Abwicklung bar erfolgt, gilt Folgendes:** alle in Bezug auf die Schuldverschreibungen fälligen Beträge gezahlt wurden] **[bei Schuldverschreibungen, deren Abwicklung (i) physisch oder (ii) bar und/oder physisch erfolgt, gilt Folgendes:** [und/oder] alle in Bezug auf die Schuldverschreibungen zu liefernden Vermögenswerte geliefert

¹²⁶ Der gesetzliche Zinssatz für Verzugszinsen liegt fünf Prozentpunkte über dem von der Deutschen Bundesbank jeweils veröffentlichten Basiszinssatz, §§ 288 Abs. 1, 247 BGB; der gesetzliche Zinssatz für Verzugszinsen schließt darüber hinausgehende Schadensersatzansprüche nicht aus.

wurden], oder (ii) der fünfte Tag nach dem Tag, an dem **[bei Schuldverschreibungen, deren Abwicklung bar erfolgt, gilt Folgendes:** sämtliche in Bezug auf die Schuldverschreibungen fälligen Beträge bei dem Fiscal Agent eingegangen sind] **[bei Schuldverschreibungen, deren Abwicklung (i) physisch oder (ii) bar und/oder physisch erfolgt, gilt Folgendes:** [und/oder] sämtliche in Bezug auf die Schuldverschreibungen zu liefernden Vermögenswerte bei einer von der Emittentin benannten beauftragten Stelle zur Weiterleitung an die Gläubiger der Schuldverschreibungen eingegangen sind und eine entsprechende Mitteilung gemäß § [15] an die Gläubiger der Schuldverschreibungen erfolgt ist], wobei der [für die letzte Zinsperiode geltende] Zinssatz Anwendung findet.]

(4) *Zinsbetrag.*

- (a) Der an jedem Zinszahltag zahlbare Zinsbetrag für eine Zinsperiode I ist in Bezug auf **[Falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** jede Festgelegte Stückelung] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** den Berechnungsbetrag]] **[Falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** den gesamten ausstehenden Nennbetrag der Schuldverschreibungen] ein Betrag, dessen Berechnung durch Anwendung des Zinssatzes I und des Zinstagequotienten I (wie nachstehend definiert) auf **[Falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** die Festgelegte Stückelung] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** den Berechnungsbetrag]] **[falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes:** den gesamten ausstehenden Nennbetrag der Schuldverschreibungen, der durch die Globalurkunde verbrieft ist,] **[im Fall von Englischen Schuldverschreibungen, die durch Einzelurkunden verbrieft sind, gilt Folgendes:** den Berechnungsbetrag] unter Rundung des Ergebnisses auf die nächste [Untereinheit] **[im Fall von japanischen Yen gilt Folgendes:** Einheit] der Festgelegten Währung erfolgt, wobei 0,5 einer [Untereinheit] [Einheit] aufgerundet oder eine andere marktübliche Rundungsregel angewandt wird.]

„Zinstagequotient I“ bezeichnet in Bezug auf eine Zinsperiode I: **[Definition von Actual/Actual (ICMA Regelung 251) gemäß nachstehendem Absatz (●)] [Definition von Actual/365 (Fixed) gemäß nachstehendem Absatz (●)] [Definition von Actual/365 (Sterling) gemäß nachstehendem Absatz (●)] [Definition von Actual/360 gemäß nachstehendem Absatz (●)] [Definition von 30/360, 360/360 oder Bond Basis gemäß nachstehendem Absatz (●)] [Definition von 30E/360 oder Eurobond Basis gemäß nachstehendem Absatz (●)] [Definition von Actual/Actual oder Actual/Actual (ISDA) gemäß nachstehendem Absatz (●)] [Definition von 30E/360 (ISDA) gemäß nachstehendem Absatz (●)].**

- (b) Der an jedem Zinszahltag zahlbare Zinsbetrag für eine Zinsperiode II ist in Bezug auf **[Falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes: [im Fall von Deutschen Schuldverschreibungen gilt Folgendes: jede Festgelegte Stückelung] [im Fall von Englischen Schuldverschreibungen gilt Folgendes: den Berechnungsbetrag]] [Falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes: den gesamten ausstehenden Nennbetrag der Schuldverschreibungen] ein Betrag, dessen Berechnung durch Anwendung des Zinssatzes II und des Zinstagequotienten II (wie nachstehend definiert) auf [Falls das Clearing System Euroclear und/oder CBL ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes: [im Fall von Deutschen Schuldverschreibungen gilt Folgendes: die Festgelegte Stückelung] [im Fall von Englischen Schuldverschreibungen gilt Folgendes: den Berechnungsbetrag]] [falls das Clearing System CBF ist und in den Endgültigen Bedingungen nichts anderes bestimmt ist, gilt Folgendes: den gesamten ausstehenden Nennbetrag der Schuldverschreibungen, der durch die Globalurkunde verbrieft ist,] [im Fall von Englischen Schuldverschreibungen, die durch Einzelurkunden verbrieft sind, gilt Folgendes: den Berechnungsbetrag] unter Rundung des Ergebnisses auf die nächste [Untereinheit] [im Fall von japanischen Yen gilt Folgendes: Einheit] der Festgelegten Währung erfolgt, wobei 0,5 einer [Untereinheit] [Einheit] aufgerundet oder eine andere marktübliche Rundungsregel angewandt wird.]**

„Zinstagequotient II“ bezeichnet in Bezug auf eine Zinsperiode II: [Zinstagequotient I] [Definition von Actual/Actual (ICMA Regelung 251) gemäß nachstehendem Absatz (●)] [Definition von Actual/365 (Fixed) gemäß nachstehendem Absatz (●)] [Definition von Actual/365 (Sterling) gemäß nachstehendem Absatz (●)] [Definition von Actual/360 gemäß nachstehendem Absatz (●)] [Definition von 30/360, 360/360 oder Bond Basis gemäß nachstehendem Absatz (●)] [Definition von 30E/360 oder Eurobond Basis gemäß nachstehendem Absatz (●)] [Definition von Actual/Actual oder Actual/Actual (ISDA) gemäß nachstehendem Absatz (●)] [Definition von 30E/360 (ISDA) gemäß nachstehendem Absatz (●)].

**IM FALL VON
VARIABLEN
VERZINSLICHEN
SCHULDVER-
SCHREIBUNGEN
MIT VERZINSUNG
ZUM REFERENZ-
SATZ OHNE
ZINSWECHSEL
GILT FOLGENDES:**

dem Referenzsatz.

[Falls der Referenzsatz auf Euribor oder Libor bezogen ist, es eine kurze oder lange erste Zinsperiode gibt und Interpolation anwendbar ist, gilt Folgendes:

Der bei der Berechnung des anwendbaren Referenzsatzes für die Zinsperiode vom Verzinsungsbeginn (einschließlich) bis zum ersten [Zinszahlungstag] [Zinsperiodenendtag] (ausschließlich) (d. h. die erste Zinsperiode) verwendete Variable Zinssatz wird von der Berechnungsstelle durch lineare Interpolation zwischen dem Satz, der gemäß der Definition des Begriffs „Variabler Zinssatz“ bestimmt würde, wenn die Laufzeit bis zur Festgelegten Endfälligkeit der Ersten

Interpolationsperiode entspräche, und dem Satz, der gemäß der Definition des Begriffs „Variabler Zinssatz“ bestimmt würde, wenn die Laufzeit bis zur Festgelegten Endfälligkeit der Zweiten Interpolationsperiode entspräche, bestimmt. Für die Zwecke der Interpolation gelten in Bezug auf den jeweiligen Variablen Zinssatz die in Absatz [(10)] gemachten Angaben, mit Ausnahme der Angaben über die Festgelegte Endfälligkeit, für die die in diesem Abschnitt gemachten Angaben maßgeblich sind.]

[Falls der Referenzsatz auf Euribor oder Libor bezogen ist, es eine kurze oder lange letzte Zinsperiode gibt und Interpolation anwendbar ist, gilt Folgendes:

Der bei der Berechnung des anwendbaren Referenzsatzes für die Zinsperiode vom letzten dem Fälligkeitstag vorausgehenden [Zinszahlungstag] [Zinsperiodenendtag] (einschließlich) bis zum Fälligkeitstag (wie in § 5 Absatz (1) definiert) (ausschließlich) (d. h. die letzte Zinsperiode) wird von der Berechnungsstelle durch lineare Interpolation zwischen dem Satz, der gemäß der Definition des Begriffs „Variabler Zinssatz“ bestimmt würde, wenn die Laufzeit bis zur Festgelegten Endfälligkeit der Ersten Interpolationsperiode entspräche und dem Satz, der gemäß der Definition des Begriffs „Variabler Zinssatz“ bestimmt würde, wenn die Laufzeit bis zur Festgelegten Endfälligkeit der Zweiten Interpolationsperiode entspräche, bestimmt. Für die Zwecke der Interpolation gelten in Bezug auf den jeweiligen Variablen Zinssatz die in Absatz [(10)] gemachten Angaben, mit Ausnahme der Angaben über die Festgelegte Endfälligkeit, für die die in diesem Abschnitt gemachten Angaben maßgeblich sind.]

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
BEI DENEN DER
ZINSSATZ
GEMÄSS EINER
FORMEL
BERECHNET
WIRD, GILT
FOLGENDES:¹²⁷**

[von der Berechnungsstelle] [gemäß der folgenden Formel] [berechnet]:
[●]

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN
MIT AKTIEN- ODER
INDEXBEZOGENER
VERZINSUNG GILT
FOLGENDES:**

[Im Fall von Schuldverschreibungen mit einer oder mehreren Festzinsperioden gilt Folgendes:

(a) in [jeder] [der [●]] Zinsperiode [vom [●] (einschließlich) bis zum [●] (ausschließlich)] [und] [der [●] Zinsperiode[n]] [**Zinssatz**] Prozent per annum[[,] [und] im Fall [der [●]] Zinsperiode [und] [der [●] Zinsperiode[n]] [**Zinssatz**] Prozent per annum,] [und] [**weitere Zinsperioden wie anwendbar**].

(b) in jeder [im Fall von Schuldverschreibungen mit einem anfänglichen Festzinssatz gilt Folgendes: folgenden] [im Fall von Schuldverschreibungen, bei denen in anderen als der anfänglichen Zinsperiode ein Festzinssatz gilt, gilt Folgendes: anderen] Zinsperiode dem Produkt aus (i) der Wertentwicklung in Bezug auf die betreffende Zinsperiode und (ii)

¹²⁷ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

der Partizipationsrate.

„**Wertentwicklung**“ bezeichnet in Bezug auf eine Zinsperiode einen Wert (ausgedrückt als Prozentsatz per annum), der in keinem Fall geringer als null sein kann, der (i) dem Quotienten aus [(x)] dem Feststellungskurs am [Basiswertfeststellungstag für die betreffende Zinsperiode] [●] (als Zähler) und [(y)] [dem Anfangskurs] [und im Fall jeder folgenden Zinsperiode] [dem Feststellungskurs für die jeweils unmittelbar vorangegangene Zinsperiode] (als Nenner) (ii) [abzüglich einer bis [fünf] [andere Zahl] Nachkommastellen [(wobei keine Rundung nach oben oder unten erfolgt)]] [andere Rundungsregel].

[Wenn der Zinssatz durch Bezugnahme auf den Feststellungskurs für die vorangegangene Zinsperiode berechnet wird, gilt Folgendes:

$$\text{Zinssatz } I = PR * \left[\text{abs} \left(\frac{[\text{Zugrundeliegende Aktie}] [\text{Index}]_{i-1}}{[\text{Zugrundeliegende Aktie}] [\text{Index}]_{i-1}} - 1 \right) \right]$$

[Wenn der Zinssatz durch Bezugnahme auf den Anfangskurs berechnet wird, gilt Folgendes:

$$\text{Zinssatz } I = PR * \left[\text{abs} \left(\frac{[\text{Zugrundeliegende Aktie}] [\text{Index}]_{i-1}}{[\text{Zugrundeliegende Aktie}] [\text{Index}]_{i-1}} - 1 \right) \right]$$

wobei:

i = (1, 2, [●]) = die betreffende Zinsperiode

PR = die Partizipationsrate

[Zugrundeliegende Aktie][Index]_i = der Feststellungskurs am Basiswertfeststellungstag für die Zinsperiode i

[Zugrundeliegende Aktie][Index]_{i-1} = der Feststellungskurs am Basiswertfeststellungstag für die Zinsperiode i-1

„**Partizipationsrate**“ entspricht [●] Prozent.

[Wenn der Zinssatz durch Bezugnahme auf den Feststellungskurs für die vorangegangene Zinsperiode berechnet wird, gilt Folgendes: [Zugrundeliegende Aktie][Index]₀ = Anfangskurs]]

IM FALL VON ANLEIHEN MIT INFLATIONS-BEZOGENER VERZINSUNG GILT FOLGENDES:

[das Produkt aus (a) der Partizipation und (b) der Inflationsrate in Bezug auf die jeweilige Zinsperiode [im Fall einer Marge gilt Folgendes: [plus] [minus] [-] [+] [●] Prozent (die “Marge”)]

„**Letzter Inflationsindexstand**“ bedeutet in Bezug auf eine Zinsperiode und vorbehaltlich der Bestimmungen der § [8] den Stand des Inflationsindex, der für den Referenzmonat – dabei handelt es sich um den 3. Kalendermonat unmittelbar vor dem Monat, in den der Zinszahltag in Bezug auf diese Zinsperiode fällt, wie jeweils von der Berechnungsstelle festgestellt - mitgeteilt wird, ungeachtet etwaiger nachträglich

veröffentlichter Berichtigungen oder Korrekturen.

"Inflationsrate" bedeutet in Bezug auf eine Zinsperiode einen von der Berechnungsstelle berechneten Satz (ausgedrückt als Prozentsatz), der Folgendem entspricht (a) dem Quotienten aus (i) dem Letzten Inflationsindexstand (als Zähler) und (ii) dem Ersten Inflationsindexstand (als Nenner), und zwar jeweils in Bezug auf die jeweilige Zinsperiode, minus (b) eins.

"Erster Inflationsindexstand" bedeutet in Bezug auf eine Zinsperiode und vorbehaltlich der Bestimmungen der § [8] den Stand des Inflationsindex, der für den Referenzmonat – dabei handelt es sich um den 15. Kalendermonat unmittelbar vor dem Monat, in den der Zinszahltag in Bezug auf diese Zinsperiode fällt, wie jeweils von der Berechnungsstelle festgestellt, - mitgeteilt wird, ungeachtet etwaiger nachträglich veröffentlichter Berichtigungen oder Korrekturen.

„**Partizipation**“ entspricht [●] Prozent.

IM FALL VON ANLEIHEN MIT ROHSTOFF-BEZOGENER VERZINSUNG GILT FOLGENDES:¹²⁸

[●]

IM FALL VON ANLEIHEN MIT FONDSBEZOGENER VERZINSUNG GILT FOLGENDES:¹²⁹

[●]

IM FALL VON ANLEIHEN MIT WÄHRUNGS-BEZOGENER VERZINSUNG GILT FOLGENDES:¹³⁰

[●]

IM FALL EINES MINDEST- UND/ODER EINES HÖCHSTZINSSATZES GILT FOLGENDES:

[(5)] [Mindest][]- und [Höchst]zinssatz

[Wenn ein Mindestzinssatz gilt, gilt Folgendes: Wenn der gemäß den vorstehenden Bestimmungen für eine Zinsperiode ermittelte Zinssatz [I] [II] niedriger ist als der Mindestzinssatz, entspricht der Zinssatz für diese Zinsperiode dem Mindestzinssatz. Der Mindestzinssatz [entspricht [●]] [wird von der Berechnungsstelle gemäß der folgenden Formel berechnet: [●]].]

[Wenn ein Höchstzinssatz gilt, gilt Folgendes: Wenn der gemäß den vorstehenden Bestimmungen für eine Zinsperiode ermittelte Zinssatz [I] [II] höher ist als der Höchstzinssatz, entspricht der Zinssatz für diese

¹²⁸ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

¹²⁹ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

¹³⁰ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

Zinsperiode dem Höchstzinssatz. Der Höchstzinssatz [entspricht [●]] [wird von der Berechnungsstelle gemäß der folgenden Formel berechnet: [●]].

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN
MIT VARIABLER
VERZINSUNG GILT
FOLGENDES:**

- [(6)] *Berechnungen und Feststellungen.* Soweit in diesem § 3 nicht etwas anderes bestimmt ist, werden sämtliche Berechnungen und Feststellungen, die nach diesem § 3 vorzunehmen sind, durch [die Berechnungsstelle] [die Zahlstelle] [andere] vorgenommen. [Die Berechnungsstelle] [die Zahlstelle] [andere] legt den Zinssatz an den für die Festlegung des Zinssatzes jeweils vorgesehenen Terminen oder so bald wie möglich danach fest.
- [(7)] *Mitteilungen von Zinssatz und Zinsbetrag.* Die Berechnungsstelle wird veranlassen, dass der Zinssatz und jeder Zinsbetrag für eine jede Zinsperiode der Emittentin **[im Fall von Schuldverschreibungen, die zum Handel am geregelten Markt der Luxemburger Börse zugelassen oder im Amtlichen Handel der Luxemburger Börse notiert sind, gilt Folgendes:**, der Zahlstelle] und den Gläubigern der Schuldverschreibungen gemäß § [15] und und, sofern die Vorschriften einer Börse, an der die Schuldverschreibungen zu dem betreffenden Zeitpunkt zum Handel zugelassen oder notiert sind, dies verlangen, der betreffenden Börse, so bald wie möglich nach der Feststellung, keinesfalls aber später als am [vierten Geschäftstag] [anderer Zeitpunkt] mitgeteilt werden. Im Fall einer Verlängerung oder Verkürzung der Zinsperiode können der mitgeteilte Zinsbetrag ohne Vorankündigung nachträglich abgeändert (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Änderung wird jeder Börse, an der die Schuldverschreibungen zu dem betreffenden Zeitpunkt zum Handel zugelassen oder notiert sind, **[im Fall von Schuldverschreibungen, die zum Handel am geregelten Markt der Luxemburger Börse zugelassen oder im Amtlichen Handel der Luxemburger Börse notiert sind, gilt Folgendes:** der Zahlstelle] und den Gläubigern der Schuldverschreibungen gemäß § [15] mitgeteilt.
- [(8)] *Verbindlichkeit der Feststellungen.* Alle Bescheinigungen, Mitteilungen, Gutachten, Feststellungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieses § 3 vorgenommen, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, den Fiscal Agent, die Zahlstellen und die Gläubiger der Schuldverschreibungen bindend.
- [(9)] *Auflaufende Zinsen.* Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden, es sei denn, die Zahlung des Kapitalbetrags **[bei Schuldverschreibungen, deren Abwicklung (i) physisch oder (ii) bar und physisch erfolgt, gilt Folgendes:** [und/oder] die Lieferung aller zu liefernden Vermögenswerte] [wird][werden] unberechtigterweise vorenthalten oder verweigert. Zahlt die Emittentin die Schuldverschreibungen nicht bei Fälligkeit zurück, wird der ausstehende Nennbetrag der Schuldverschreibungen weiter verzinst, und zwar ab dem Tag, an dem die Schuldverschreibungen zur Rückzahlung fällig werden, (einschließlich) bis **[im Fall von Deutschen Schuldverschreibungen, die durch Globalurkunden verbrieft sind, gilt Folgendes:** zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht (ausschließlich), wobei der gesetzliche

Zinssatz für Verzugszinsen¹³¹ Anwendung findet.] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** zu demjenigen der nachfolgend genannten Termine (ausschließlich), der als erster eintritt: (i) der Tag, an dem alle in Bezug auf die Schuldverschreibungen fälligen Beträge gezahlt wurden **[bei Schuldverschreibungen, deren Abwicklung (i) physisch oder (ii) bar und/oder physisch erfolgt, gilt Folgendes:** [und/oder] alle in Bezug auf die Schuldverschreibungen zu liefernden Vermögenswerte geliefert wurden], oder (ii) der fünfte Tag nach dem Tag, an dem sämtliche in Bezug auf die Schuldverschreibungen fälligen Beträge bei dem Fiscal Agent eingegangen sind **[bei Schuldverschreibungen, deren Abwicklung (i) physisch oder (ii) bar und/oder physisch erfolgt, gilt Folgendes:** [und/oder] sämtliche in Bezug auf die Schuldverschreibungen zu liefernden Vermögenswerte bei einer von der Emittentin benannten beauftragten Stelle zur Weiterleitung an die Gläubiger der Schuldverschreibungen eingegangen sind und eine entsprechende Mitteilung gemäß § [15] an die Gläubiger der Schuldverschreibungen erfolgt ist], wobei der [für die letzte Zinsperiode geltende] Zinssatz Anwendung findet.]

**IM FALL VON
VERZINSLICHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

[(5)][(10)] *Begriffsbestimmungen.* Für die Zwecke dieser Bestimmung gelten folgende Begriffsbestimmungen:

„**Geschäftstag**“ bezeichnet einen Tag (außer Samstag oder Sonntag), an dem [Geschäftsbanken und Devisenmärkte Zahlungen abwickeln und in **[sämtliche relevanten Finanzzentren]** für den allgemeinen Geschäftsverkehr geöffnet sind (einschließlich des Handels mit Devisen und Fremdwährungseinlagen) **[falls die festgelegte Währung Euro ist, gilt Folgendes:** und] das Trans-European Automated Real-Time Gross Settlement (TARGET2) System betriebsbereit ist].

„**Zinstagequotient**“ bezeichnet in Bezug auf eine Zinsperiode,

[Im Fall von Actual/Actual (ICMA Regelung 251) gilt Folgendes:

- [(a)] im Fall von Schuldverschreibungen, bei welchen die Anzahl der Tage in dem Zinsberechnungszeitraum die Anzahl der Tage in der Feststellungsperiode, in der der Zinsberechnungszeitraum endet, nicht überschreitet, die Anzahl der Tage des Zinsberechnungszeitraums geteilt durch das Produkt aus (1) der Anzahl der Tage der Feststellungsperiode und (2) der Anzahl der Feststellungsperiodentage, die in einem Kalenderjahr eintreten würden, und
- [(b)] im Fall von Schuldverschreibungen, bei denen der Zinsberechnungszeitraum länger ist als die Feststellungsperiode, in der der Zinsberechnungszeitraum endet, die Summe aus:
 - [(i)] der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch das Produkt aus (x) der Anzahl der Tage der Feststellungsperiode und (y) der Anzahl der Feststellungsperiodentage, die in einem Kalenderjahr

¹³¹ Der gesetzliche Zinssatz für Verzugszinsen liegt fünf Prozentpunkte über dem von der Deutschen Bundesbank jeweils veröffentlichten Basiszinssatz, §§ 288 Abs 1, 247 BGB; der gesetzliche Zinssatz für Verzugszinsen schließt darüber hinausgehende Schadensersatzansprüche nicht aus.

eintreten würden, und

- (ii) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die nächste Feststellungsperiode fallen, geteilt durch das Produkt aus (x) der Anzahl der Tage in dieser Feststellungsperiode und (y) der Anzahl der Feststellungsperiodentage, die in einem Kalenderjahr eintreten würden.]

[Falls die vorstehende Variante nicht anwendbar ist, und eine jährliche Zinsperiode vorliegt und die Schuldverschreibungen deutschem Recht unterliegen, sind vorstehende Absätze (a) und (b) zu löschen und gilt Folgendes: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen im jeweiligen Zinsjahr.]

[Falls die erste Variante nicht anwendbar ist, zwei oder mehr gleich bleibende Zinsperioden innerhalb eines Zinsjahres vorliegen und die Schuldverschreibungen deutschem Recht unterliegen, sind vorstehende Absätze (a) und (b) zu löschen und gilt Folgendes: die tatsächliche Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch das Produkt der Anzahl der Tage in der Feststellungsperiode und der Anzahl der Feststellungsperiodentage, die angenommen, dass Zinsen für das gesamte Jahr zu zahlen wären, in ein Kalenderjahr fallen würden.] **[bei ersten/letzten langen oder kurzen Zinsperioden entsprechende Actual/Actual (ICMA Regelung 251) Berechnungsmethode angeben]**

„Zinsberechnungszeitraum“ bezeichnet den Zeitraum vom zuletzt vorangegangenen [Zinszahltag] [Zinsperiodenendtag] (oder, sofern es keinen solchen Tag gibt, vom Verzinsungsbeginn) (einschließlich) bis zum jeweiligen [Zinszahltag] [Zinsperiodenendtag] (ausschließlich).

„Feststellungsperiode“ bezeichnet den Zeitraum ab [Feststellungsperiodentage] (einschließlich) bis zum [nächstfolgenden Feststellungsperiodentag] (wobei in dem Fall, dass entweder der Verzinsungsbeginn oder der Zinszahltag/Zinsperiodenendtag nicht auf einen Feststellungsperiodentag fällt, auch der Zeitraum umfasst ist, der am ersten Feststellungsperiodentag vor diesem Tag beginnt und am ersten Feststellungsperiodentag nach diesem Tag endet)] (ausschließlich).]

[Im Fall von Actual/365 (Fixed) gilt folgendes:

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 365.]

[Im Fall von Actual/365 (Sterling) gilt Folgendes:

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 365 oder, wenn ein [Zinszahltag] [Zinsperiodenendtag] in ein Schaltjahr fällt, geteilt durch 366.]

[Im Fall von Actual/360 gilt Folgendes:

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 360.]

[Im Fall von 30/360, 360/360 oder Bond Basis gilt Folgendes:

die Anzahl von Tagen in der Zinsperiode geteilt durch 360, berechnet

gemäß der folgenden Formel:

$$\text{Zinstagequotient} = \frac{[360 \times (J_2 - J_1)] + [30 \times (M_2 - M_1)] + (T_2 - T_1)}{360}$$

wobei:

„**J**₁“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der erste Tag der Zinsperiode fällt,

„**J**₂“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„**M**₁“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der erste Tag der Zinsperiode fällt,

„**M**₂“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„**T**₁“ den als Ziffer ausgedrückten ersten Kalendertag der Zinsperiode bezeichnet, wobei, wenn die Ziffer 31 wäre, T₁ der Ziffer 30 entspricht, und

„**T**₂“ den als Ziffer ausgedrückten Kalendertag bezeichnet, der dem letzten Tag der Zinsperiode unmittelbar folgt, wobei, wenn diese Ziffer 31 wäre und T₁ größer als 29 ist, T₂ der Ziffer 30 entspricht.]

[Im Fall von 30E/360 oder Eurobondbasis gilt Folgendes:

die Anzahl der Tage in der Zinsperiode geteilt durch 360, berechnet gemäß der folgenden Formel:

$$\text{Zinstagequotient} = \frac{[360 \times (J_2 - J_1)] + [30 \times (M_2 - M_1)] + (T_2 - T_1)}{360}$$

wobei:

„**J**₁“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der erste Tag der Zinsperiode fällt,

„**J**₂“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„**M**₁“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in das der erste Tag der Zinsperiode fällt,

„**M**₂“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„**T**₁“ den als Ziffer ausgedrückten ersten Kalendertag der Zinsperiode bezeichnet, wobei, wenn die Ziffer 31 wäre, T₁ der Ziffer 30 entspricht, und

„**T**₂“ den als Ziffer ausgedrückten Kalendertag bezeichnet, der dem letzten Tag der Zinsperiode unmittelbar folgt, wobei, wenn diese Ziffer 31 wäre, T₂ der Ziffer 30 entspricht.

[Im Fall von Actual/Actual oder Actual/Actual (ISDA) gilt Folgendes:

die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 365 (oder, falls ein Teil der Zinsperiode in ein Schaltjahr fällt, die Summe aus (A) der tatsächlichen Anzahl der Tage in dem Teil der Zinsperiode, der in das Schaltjahr fällt, geteilt durch 366 und (B) der tatsächlichen Anzahl der Tage in dem Teil der Zinsperiode, der nicht in das Schaltjahr fällt, geteilt durch 365).]

[Im Fall von 30E/360 (ISDA) gilt Folgendes:

die Anzahl der Tage in der Zinsperiode geteilt durch 360, berechnet gemäß der folgenden Formel:

$$\text{Zinstagequotient} = \frac{[360 \times (J_2 - J_1)] + [30 \times (M_2 - M_1)] + (T_2 - T_1)}{360}$$

wobei:

„J₁“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der erste Tag der Zinsperiode fällt,

„J₂“ das als Ziffer ausgedrückte Jahr bezeichnet, in das der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„M₁“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der erste Tag der Zinsperiode fällt,

„M₂“ den als Ziffer ausgedrückten Kalendermonat bezeichnet, in den der Tag fällt, der unmittelbar auf den letzten Tag der Zinsperiode folgt,

„T₁“ den als Ziffer ausgedrückten ersten Kalendertag der Zinsperiode bezeichnet, wobei (i) wenn dieser Tag der letzte Tag im Februar wäre oder (ii) wenn diese Ziffer 31 wäre, T₁ der Ziffer 30 entspricht, und

„T₂“ den als Ziffer ausgedrückten Kalendertag bezeichnet, der dem letzten Tag der Zinsperiode unmittelbar folgt, wobei (i) wenn dieser Tag der letzte Tag im Februar, aber nicht der Fälligkeitstag wäre oder (ii) wenn die Ziffer 31 wäre, T₂ der Ziffer 30 entspricht.]

**[Sofern der Referenzsatz EURIBOR/LIBOR ist, gilt Folgendes:
„Festgelegte Endfälligkeit“ bezeichnet [●].]**

[„Feststellungstage“ bezeichnet die Anzahl der [Geschäftstage] [Kalendertage] in der betreffenden Zinsansammlungsperiode.]

[Sofern der Referenzsatz EURIBOR/LIBOR ist und Interpolation anwendbar ist, gilt Folgendes: „Erste Interpolationsperiode“ bezeichnet [●].]

[„Zinsfeststellungstag“ bezeichnet den [zweiten] [zutreffende andere Anzahl von Tagen: [●]] [TARGET2-] [Londoner] [anderen maßgeblichen Ort: [●]] Geschäftstag [vor Beginn] [nach] der jeweiligen Zinsperiode.]

„Zinsperiode“ bezeichnet den Zeitraum vom Verzinsungsbeginn (einschließlich) bis zum ersten **[einfügen, falls die Zinsperiode(n) an dem bzw. den Zinszahltag(en) enden:** Zinszahltag (ausschließlich) und danach jeweils von einem Zinszahltag (einschließlich) bis zum nächstfolgenden Zinszahltag (ausschließlich)] **[einfügen, falls die Zinsperiode(n) an dem bzw. den Zinsperiodenendtag(en) enden:** Zinsperiodenendtag (ausschließlich) und danach jeweils von einem Zinsperiodenendtag (einschließlich) bis zum darauf folgenden Zinsperiodenendtag (ausschließlich) (wobei der letztgenannte Tag jeweils als „Zinsperiodenendtag“ der betreffenden Zinsperiode bezeichnet wird)].

[Bei Anpassung der Zinsperioden gilt Folgendes: Falls es in dem Kalendermonat, in den ein [Zinszahltag] [Zinsperiodenendtag] fallen sollte, keine numerische Entsprechung für diesen Tag gibt oder ein [Zinszahltag] [Zinsperiodenendtag] ansonsten auf einen Tag fallen würde, der kein Geschäftstag ist, **[bei Anwendung der Folgender-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den nächsten Tag verschoben, der ein Geschäftstag ist.] **[bei Anwendung der Modifizierten Folgender-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den nächsten Tag verschoben, der ein Geschäftstag ist, es sei denn, er würde dadurch in den folgenden Kalendermonat fallen; in diesem Fall wird der [Zinszahltag] [Zinsperiodenendtag] auf den unmittelbar vorangegangenen Geschäftstag vorgezogen.] **[bei Anwendung der Vorangegangener-Geschäftstag-Konvention gilt Folgendes:** wird der [Zinszahltag] [Zinsperiodenendtag] auf den unmittelbar vorangegangenen Geschäftstag vorgezogen.]

[Einfügen, falls die Zinsperiode(n) an dem bzw. den Zinsperiodenendtag(en) enden: „Zinsperiodenendtag“ bezeichnet [Zinsperiodenendtage].]

[[Der] „Zinskorridor“ [bezeichnet [●]] [für jede Zinsperiode ist: [●]].]

„Zinskorridortage“ bezeichnet in Bezug auf eine Zinsperiode die Anzahl der [Kalendertage] [Geschäftstage], an welchen festgestellt wird, dass der Referenzsatz in der jeweiligen Zinsansammlungsperiode für die betreffende Zinsperiode nicht außerhalb des Zinskorridors liegt, wobei die Ober- und Untergrenze des Zinskorridors als zum Zinskorridor gehörig angesehen werden. **[Wenn Berechnungen unter Bezugnahme auf Kalendertage vorzunehmen sind, gilt Folgendes:** Sofern es sich bei einem Kalendertag nicht um einen Geschäftstag handelt, ist der Referenzsatz für den Betreffenden Tag der für den unmittelbar vorangegangenen Geschäftstag festgestellte Referenzsatz.]]

[Bei Bildschirmfeststellung gilt Folgendes:

Der „Referenzsatz“ ist

[Bei EURIBOR/LIBOR gilt Folgendes: der Angebotssatz (ausgedrückt als Prozentsatz per annum) für Einlagen in der Festgelegten Währung mit einer Laufzeit bis zur Festgelegten Endfälligkeit (ein „Variabler Zinssatz“), der um 11.00 Uhr ([Brüsseler] [Londoner] Ortszeit) am Zinsfeststellungstag auf der Bildschirmseite angezeigt wird [(●-Monats-EURIBOR)] [(●-Monats-LIBOR)] **[im Fall von Partizipations-Schuldverschreibungen, bei denen der Referenzsatz nicht durch Addition oder Subtraktion von zwei Sätzen berechnet wird, gilt**

Folgendes:)][.]

[Bei CMS gilt Folgendes: [im Fall von Partizipations-Schuldverschreibungen, bei denen der Referenzsatz durch Addition oder Subtraktion von zwei Sätzen berechnet wird, gilt Folgendes: (Der Satz für [Währung]-Swaps mit einer Laufzeit von [Laufzeit], ausgedrückt als Prozentsatz bezogen auf [maßgeblicher kurzfristig variabler Index] (ein „CMS-Satz“), der um [11.00 Uhr][●] ([New Yorker] [●] Ortszeit) am Zinsfeststellungstag auf der Bildschirmseite angezeigt wird**[im Fall von Partizipations-Schuldverschreibungen, bei denen der Referenzsatz nicht durch Addition oder Subtraktion von zwei Sätzen berechnet wird, gilt Folgendes:]][.]**

[abzüglich]

[zuzüglich]

[Bei EURIBOR/LIBOR gilt Folgendes: des Angebotssatzes (ausgedrückt als Prozentsatz per annum) für Einlagen in der Festgelegten Währung mit einer Laufzeit bis zur Festgelegten Endfälligkeit (ein „Variabler Zinssatz“), der um 11.00 Uhr ([Brüsseler] [Londoner] Ortszeit) am Zinsfeststellungstag auf der Bildschirmseite angezeigt wird [(●-Monats-EURIBOR)] [(●-Monats-LIBOR)]][.]¹³²

[Bei CMS gilt Folgendes: des Satzes für [Währung]-Swaps mit einer Laufzeit von [Laufzeit], ausgedrückt als Prozentsatz bezogen auf [maßgeblicher kurzfristig variabler Index] (ein „CMS-Satz“), der um [11.00 Uhr][●] ([New Yorker] [●] Ortszeit) am Zinsfeststellungstag auf der Sekundären Bildschirmseite angezeigt wird)][.]¹³³

[Im Fall einer Marge gilt Folgendes: [zuzüglich] [abzüglich] [●] Prozent per annum (die „Marge“), wobei alle Feststellungen durch die Berechnungsstelle erfolgen.]]

„Bildschirmseite“ bezeichnet [maßgebliche Bildschirmseite] oder die jeweilige Nachfolgeside des betreffenden Dienstes oder eines anderen Dienstes, der zum Zweck der Anzeige von Sätzen oder Kursen, die mit dem jeweiligen Angebotssatz bzw. -kurs vergleichbar sind, als Informationsanbieter benannt wird.

[Wenn der Referenzsatz EURIBOR/LIBOR ist, gilt Folgendes: Sollte die betreffende Bildschirmseite nicht zur Verfügung stehen oder wird zu dem betreffenden Zeitpunkt kein Angebotssatz angezeigt, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz per annum ausgedrückt) für Einlagen in der Festgelegten Währung mit einer Laufzeit bis zur Festgelegten Endfälligkeit und über einen repräsentativen Betrag gegenüber führenden Banken **[wenn der Referenzsatz EURIBOR ist, gilt Folgendes:** im Interbankenmarkt der Euro-Zone um ca. 11.00 Uhr (Brüsseler Ortszeit)] **[wenn der Referenzsatz LIBOR ist, gilt Folgendes:** im [Londoner] [sonstigen maßgeblichen Ort] Interbankenmarkt um ca. 11.00 Uhr ([Londoner] [sonstiger maßgeblicher Ort] Ortszeit)] an dem betreffenden Zinsfeststellungstag einholen. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist

¹³² Anwendbar, wenn EURIBOR/LIBOR gilt und der Referenzsatz durch Addition oder Subtraktion zweier Sätze berechnet wird.

¹³³ Anwendbar, wenn CMS gilt und der Referenzsatz durch Addition oder Subtraktion zweier Sätze berechnet wird.

der betreffende Variable Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste **[wenn der Referenzsatz EURIBOR ist, gilt Folgendes:** Tausendstel Prozent aufgerundet, wobei 0,0005] **[wenn der Referenzsatz nicht EURIBOR ist, gilt Folgendes:** Hunderttausendstel Prozent aufgerundet, wobei 0,000005] aufgerundet wird) dieser Angebotssätze, wobei alle Feststellungen durch die Berechnungsstelle erfolgen.

Falls an dem betreffenden Zinsfeststellungstag nur eine oder keine der ausgewählten Referenzbanken der Berechnungsstelle die im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der betreffende Variable Zinssatz für die betreffende Zinsperiode der Satz per annum, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste **[Wenn der Referenzsatz EURIBOR ist, gilt Folgendes:** Tausendstel Prozent aufgerundet, wobei 0,0005] **[Wenn der Referenzsatz nicht EURIBOR ist, gilt Folgendes:** Hunderttausendstel Prozent aufgerundet, wobei 0,000005] aufgerundet wird) der Sätze ermittelt, die von der Berechnungsstelle nach Treu und Glauben ausgewählte Großbanken **[wenn der Referenzsatz EURIBOR ist, gilt Folgendes:** im Interbankenmarkt der Euro-Zone] **[wenn der Referenzsatz LIBOR ist, gilt Folgendes:** im Londoner Interbankenmarkt] **[[sonstigen maßgeblichen Ort] Interbankenmarkt]** der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um 11.00 Uhr (**[wenn der Referenzsatz LIBOR ist, gilt Folgendes:** Londoner] **[wenn der Referenzsatz EURIBOR ist, gilt Folgendes:** Brüsseler] **[sonstigen maßgeblichen Ort]** Ortszeit) am betreffenden Zinsfeststellungstag Darlehen in der Festgelegten Währung mit einer Laufzeit bis zur Festgelegten Endfälligkeit und über einen repräsentativen Betrag gegenüber führenden europäischen Banken anbieten.]

[Sofern der Referenzsatz EURIBOR/LIBOR ist und Interpolation anwendbar ist, gilt Folgendes: „Zweite Interpolationsperiode“ bezeichnet [●].]

[„Sekundäre Bildschirmseite“ bezeichnet **[maßgebliche Sekundäre Bildschirmseite]** oder die jeweilige Nachfolgeseite des betreffenden Dienstes oder eines anderen Dienstes, der zum Zweck der Anzeige von Sätzen oder Kursen, die mit dem jeweiligen Angebotssatz bzw. -kurs vergleichbar sind, als Informationsanbieter benannt wird.]

[Wenn der Referenzsatz CMS ist, gilt Folgendes: Sollte die betreffende Bildschirmseite bzw. die Sekundäre Bildschirmseite nicht zur Verfügung stehen oder wird zu dem betreffenden Zeitpunkt kein Satz angezeigt, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweiligen durchschnittlichen halbjährlichen Angebots-Swapsatz um ca. [11.00 Uhr] [●] ([New Yorker] [●] Ortszeit) an dem betreffenden Zinsfeststellungstag für die betreffende Bildschirmseite einholen. In diesem Zusammenhang und in Bezug auf sowohl die Bildschirmseite und die Sekundäre Bildschirmseite ist der halbjährliche Swapsatz das Mittel der Geld- und Briefkurse für den Halbjahres-Festzinssatz (z.B. berechnet unter Zugrundelegung eines Zinstagequotienten von [30/360] [●]) von Fixed-for-floating-Zinsswaps in **[Währung]** mit einer Laufzeit von **[Laufzeit]**, die an dem betreffenden Tag beginnt, über einen für eine Einzeltransaktion in dem betreffenden Markt und zu dem betreffenden Zeitpunkt repräsentativen Betrag, die mit einem anerkannten Händler mit guter Bonität im Swapmarkt abgeschlossen wurde und bei denen der variable Zinssatz (berechnet unter

Zugrundelegung eines Zinstagequotienten von [Actual/360] [●]) dem Zinssatz für Einlagen in [Währung] für einen Zeitraum vom [●] Monaten entspricht, der um [11.00 Uhr] [●] [Londoner] [New Yorker] [●] Ortszeit an dem betreffenden Tag auf [der Reuters-Seite [●]] (oder derjenigen anderen Seite dieses Dienstes oder eines anderen Dienstes, der zum Zweck der Anzeige von Sätzen oder Kursen benannt wird, die mit den auf [der Reuters-Seite [●]] genannten Sätzen oder Kursen vergleichbar sind) angezeigt wird. Die Berechnungsstelle wird den entsprechenden Angebotssatz von den Hauptniederlassungen der Referenzbanken einholen. Falls mindestens drei Angebotssätze genannt werden, ist der betreffende CMS-Satz für den betreffenden Tag das arithmetische Mittel der Angebotssätze, wobei der höchste Angebotssatz (bzw. bei mehreren gleich hohen Angebotssätzen einer der höchsten Sätze) und der niedrigste Angebotssatz (bzw. bei mehreren gleich niedrigen Angebotssätzen einer der niedrigsten Sätze) unberücksichtigt bleiben.]

„Referenzbanken“ sind [wenn in den Endgültigen Bedingungen keine anderen Referenzbanken bestimmt werden und der Referenzsatz EURIBOR ist, gilt Folgendes: vier Großbanken in der Euro-Zone] [wenn in den Endgültigen Bedingungen keine anderen Referenzbanken bestimmt werden und der Referenzsatz LIBOR ist, gilt Folgendes: vier Großbanken im Londoner] [wenn in den Endgültigen Bedingungen keine anderen Referenzbanken bestimmt werden und der Referenzsatz CMS ist, gilt Folgendes: fünf führende Swap-Händler im [Londoner] [New Yorker] [sonstigen maßgeblichen Ort] Interbankenmarkt [wenn in den Endgültigen Bedingungen andere Referenzbanken genannt sind, sind diese hier einzufügen].

[Im Fall des Interbankenmarkts der Euro-Zone, gilt Folgendes: „Euro-Zone“ bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils geänderten Fassung eingeführt haben.]

[Im Fall eines TARGET2-Geschäftstages gilt Folgendes: „TARGET2-Geschäftstag“ bezeichnet einen Tag, an dem das Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System geöffnet ist.] [„Londoner Geschäftstag“ bezeichnet einen Tag, an dem die Geschäftsbanken in London Zahlungen abwickeln und für den allgemeinen Geschäftsverkehr (einschließlich des Handels mit Devisen und Fremdwährungseinlagen) geöffnet sind.]

**IM FALL VON
DEUTSCHEN
SCHULDVER-
SCHREIBUNGEN,
BEI DENEN ISDA-
FESTSTELLUNG
ANWENDUNG
FINDET, GILT
FOLGENDES.¹³⁴**

[●]¹³⁵

¹³⁴ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

¹³⁵ Sofern „ISDA-Feststellung“ gilt, sind die entsprechenden Bestimmungen einzufügen, die im Einzelnen in den jeweiligen Endgültigen Bedingungen angegeben sind, und die von der International Swaps and Derivatives Association („ISDA“) veröffentlichten 2006 ISDA Definitions als Anlage beizufügen.

IM FALL VON ENGLISCHEN SCHULDVER-SCHREIBUNGEN, BEI DENEN ISDA-FESTSTELLUNG ANWENDUNG FINDET, GILT FOLGENDES:

Der Referenzsatz ist **[im Fall gegenläufig variabel verzinslicher Schuldverschreibungen gilt Folgendes: [+][-][●] Prozent per annum** (die „Gegenläufige Marge“) **[plus] [minus]] [im Fall von Partizipations-Schuldverschreibungen gilt Folgendes: ([+] [-] [●] Prozent** (die „Partizipation“) **multipliziert mit] ISDA Rate [)] im Fall einer Marge gilt Folgendes: [+][-][●] Prozent per annum** (die „Marge“), wie von der Berechnungsstelle festgestellt].

In diesem Zusammenhang bezeichnet „**ISDA-Satz**“ in Bezug auf eine Zinsperiode einen Zinssatz entsprechend dem Variablen Zinssatz, der von dem Fiscal Agent im Rahmen eines Zinssatzswaps festgestellt werden würde, wenn der Fiscal Agent im Rahmen dieses Zinssatzswaps als Berechnungsstelle für das Swappeschäft fungieren würde, und zwar nach Maßgabe der Bestimmungen eines Vertrags, dessen Bestandteil die von der International Swaps and Derivatives Association, Inc. veröffentlichten 2006 ISDA Definitions in der jeweils zum Tag der Begebung der Schuldverschreibungen geltenden Fassung sind (die **ISDA-Definitionen**), die Folgendes vorsehen:

- (1) die Variabler-Zinssatz-Option ist **[Variabler-Zinssatz-Option]**,
- (2) die Festgelegte Endfälligkeit ist **[Festgelegte Endfälligkeit]**, und
- (3) der maßgebliche Neufeststellungstag ist **[maßgeblichen Neufeststellungstag: [Bei LIBOR/EURIBOR gilt Folgendes: der erste Tag der betreffenden Zinsperiode] [sonstigen maßgeblichen Neufeststellungstag]]**.

In diesem Zusammenhang haben die Begriffe „**Variabler Zinssatz**“, „**Berechnungsstelle**“, „**Variabler-Zinssatz-Option**“, „**Festgelegte Endfälligkeit**“ und „**Neufeststellungstag**“ die ihnen in den ISDA-Definitionen jeweils zugewiesene Bedeutung.

DIE FOLGENDEN BEGRIFFS-BESTIMMUNGEN GELTEN IN BEZUG AUF SCHULDVER-SCHREIBUNGEN, DIE AUF EINE AKTIE (ODER EINEN AKTIEN-KORB) ODER EINEN INDEX (ODER INDEX-KORB) BEZOGEN SIND:

„**Feststellungskurs**“ bezeichnet

[im Fall von Schuldverschreibungen mit indexbezogener Verzinsung, die auf einen einzelnen Index bezogen sind, gilt Folgendes: einen Betrag (der als Betrag in der Festgelegten Währung gilt) in Höhe des von der Berechnungsstelle am Basiswertfeststellungstag festgestellten **[offiziellen Schlusstands] [●]** des Index, wobei etwaige nachträglich veröffentlichte Korrekturen unberücksichtigt bleiben. **[im Fall einer Währungsumrechnung gilt Folgendes:** Der nach Maßgabe des Vorstehenden ermittelte Betrag ist unter Anwendung des Wechselkurses in die Festgelegte Währung umzurechnen, und der umgerechnete Betrag stellt den Feststellungskurs dar.]]

[im Fall von Schuldverschreibungen mit indexbezogener Verzinsung, die auf einen Indexkorb bezogen sind, gilt Folgendes: einen Betrag (der als Betrag in der Festgelegten Währung gilt) in Höhe der Summe der von der Berechnungsstelle am Basiswertfeststellungstag für jeden Index als **[offizieller Schlusstand] [●]** des betreffenden Index berechneten Werte, wobei etwaige nachträglich veröffentlichte Korrekturen unberücksichtigt bleiben, multipliziert mit **[maßgeblichen Multiplikator]**. **[im Fall einer Währungsumrechnung gilt Folgendes:** Jeder nach Maßgabe des Vorstehenden ermittelte Betrag wird unter Anwendung des Wechselkurses in die Festgelegte Währung umgerechnet, und die Summe der umgerechneten Beträge stellt den Feststellungskurs dar.]]

[Im Fall von Schuldverschreibungen mit aktienbezogener Verzinsung, die auf eine einzelne Zugrundeliegende Aktie bezogen sind, gilt Folgendes: den von oder im Auftrag der Bewertungsstelle festgestellten, an der Börse als [der offizielle Schlusskurs] [●] der Zugrundeliegenden Aktie an dem [betreffenden] Basiswertfeststellungstag ermittelten und veröffentlichten Kurs (wobei etwaige nachträglich veröffentlichte Korrekturen unberücksichtigt bleiben) oder, falls kein solcher [offizieller Schlusskurs] [●] ermittelt werden kann und der Basiswertfeststellungstag kein Unterbrechungstag ist, einen von der Berechnungsstelle nach Treu und Glauben ermittelten Betrag in Höhe des arithmetischen Mittels des [Schlussstands] [●] des marktgerechten Ankaufskurses und des [Schlussstands] [●] des marktgerechten Verkaufskurses der Zugrundeliegenden Aktie am Basiswertfeststellungstag, nach dem Ermessen der Berechnungsstelle entweder basierend auf dem arithmetischen Mittel der vorangegangenen Kurse oder den mittleren Marktgeboten, die der Berechnungsstelle von mindestens zwei (von der Berechnungsstelle ausgewählten) Finanzinstituten, die mit den Zugrundeliegenden Aktien handeln, mitgeteilt wurden, oder basierend auf anderen von der Berechnungsstelle bestimmten Faktoren. **[Wenn „Wechselkurs,“ gilt, gilt Folgendes:** Der nach Maßgabe des Vorstehenden ermittelte Betrag ist unter Anwendung des Wechselkurses umzurechnen, und der umgerechnete Betrag stellt sodann den Feststellungskurs dar.]

[Im Fall von Schuldverschreibungen mit aktienbezogener Verzinsung, die auf einen Korb von Zugrundeliegenden Aktien bezogen sind, gilt Folgendes: einen von oder im Auftrag der Berechnungsstelle festgestellten Betrag in Höhe der Summe der für jede Zugrundeliegende Aktie als [offizieller Schlusskurs] [●] dieser Zugrundeliegenden Aktie berechneten Werte (wobei etwaige nachträglich veröffentlichte Korrekturen unberücksichtigt bleiben) oder, falls kein solcher [offizieller Schlusskurs] [●] ermittelt werden kann und der Basiswertfeststellungstag kein Unterbrechungstag ist, einen von der Berechnungsstelle nach Treu und Glauben ermittelten Betrag in Höhe des arithmetischen Mittels des [Schlussstands] [●] des marktgerechten Ankaufskurses und des [Schlussstands] [●] des marktgerechten Verkaufskurses der Zugrundeliegenden Aktie am Basiswertfeststellungstag, nach dem Ermessen der Berechnungsstelle entweder basierend auf dem arithmetischen Mittel der vorangegangenen Kurse oder den mittleren Marktgeboten, die der Berechnungsstelle von mindestens zwei (von der Berechnungsstelle ausgewählten) Finanzinstituten, die mit den Zugrundeliegenden Aktien handeln, mitgeteilt wurden, oder basierend auf anderen von der Berechnungsstelle bestimmten Faktoren, multipliziert mit [maßgeblichen Multiplikator]. **[Im Fall einer Währungsumrechnung gilt Folgendes:** Jeder nach Maßgabe des Vorstehenden ermittelte Betrag wird unter Anwendung des Wechselkurses in die Festgelegte Währung umgerechnet, und die Summe der umgerechneten Beträge stellt den Referenzkurs dar.]

„**Feststellungszeitpunkt**“ bezeichnet den Planmäßigen Handelsschluss an der maßgeblichen Börse am Basiswertfeststellungstag in Bezug auf [jeden zu bewertenden Index] [jede zu bewertende Zugrundeliegende Aktie]. Falls die maßgebliche Börse vor ihrem jeweiligen Planmäßigen Handelsschluss schließt und der festgelegte Bewertungszeitpunkt nach dem tatsächlichen Ende des regulären Handels liegt, ist der tatsächliche Zeitpunkt des Handelsschlusses der Bewertungszeitpunkt.

„**Aktienemittent**“ ist der Emittent der [betreffenden] Zugrundeliegenden Aktie.

[Im Fall von Schuldverschreibungen mit Aktienbezogener Verzinsung gilt Folgendes: „**Börse**“ bezeichnet in Bezug auf eine Zugrundeliegende Aktie [**Namen der Börse**], eine Nachfolge-Börse oder ein Nachfolge-Notierungssystem bzw. eine Ersatz-Börse oder ein Ersatz-Notierungssystem, an der bzw. dem der Handel mit der Zugrundeliegenden Aktie vorübergehend abgewickelt wird (vorausgesetzt, die Berechnungsstelle hat festgestellt, dass die Liquidität in Bezug auf die Zugrundeliegende Aktie an dieser Ersatz-Börse oder diesem Ersatz-Notierungssystem, an der bzw. dem der Handel vorübergehend abgewickelt wird, mit der Liquidität der ursprünglichen Börse vergleichbar ist).]

[Im Fall von Schuldverschreibungen mit Indexgebundener Verzinsung gilt Folgendes: „**Börse**“ bezeichnet:

- (a) in Bezug auf einen Index, bei dem es sich nicht um einen Börsenübergreifenden Index handelt, [**Namen der Börse**], eine Nachfolge-Börse oder ein Nachfolge-Notierungssystem bzw. eine Ersatz-Börse oder ein Ersatz-Notierungssystem, an der bzw. dem der Handel mit den in dem betreffenden Index enthaltenen Wertpapieren vorübergehend abgewickelt wird (vorausgesetzt, die Berechnungsstelle hat festgestellt, dass die Liquidität in Bezug auf die in dem Index enthaltenen Wertpapiere an dieser Ersatz-Börse oder diesem Ersatz-Notierungssystem, an der bzw. dem der Handel vorübergehend abgewickelt wird, mit der Liquidität der ursprünglichen Börse vergleichbar ist, und
- (b) in Bezug auf einen Index, bei dem es sich um einen Börsenübergreifenden Index handelt, im Hinblick auf jedes Bestandteilstwertpapier die Hauptbörse, an der das betreffende Bestandteilstwertpapier hauptsächlich gehandelt wird, wie jeweils von der Berechnungsstelle bestimmt. „**Bestandteilstwertpapier**“ bezeichnet in Bezug auf einen Börsenübergreifenden Index jedes in dem betreffenden Index enthaltene Bestandteilstwertpapier.]

[„**Anfangskurs**“ bezeichnet [●].]

[„**Index**“ bezeichnet [jeweils] [●] [(und zusammen die „**Indizes**“)]. Bei dem [●] Index handelt es sich [nicht] um einen Börsenübergreifenden Index.]]

[„**Index-Sponsor**“ bezeichnet in Bezug auf einen Index das Unternehmen oder den sonstigen Rechtsträger, das bzw. der (a) für die Festlegung und Überprüfung der Regeln und Verfahren sowie gegebenenfalls anwendbarer Berechnungs- und Anpassungsmethoden für diesen Index verantwortlich ist und (b) regelmäßig (direkt oder über einen Beauftragten) den Stand dieses Index während jedes Planmäßigen Handelstages veröffentlicht; zum Tag der Begebung ist dies [●].]

[„**Zinsansammlungsperiode**“ bezeichnet in Bezug auf eine Zinsperiode den Zeitraum vom [zweiten] [**andere Zahl**] dem Beginn der betreffenden Zinsperiode unmittelbar vorhergehenden [Kalendertag] [Geschäftstag] (einschließlich) bis zum [zweiten] [**andere Zahl**] dem Beginn der auf die betreffende Zinsperiode unmittelbar folgenden Zinsperiode unmittelbar vorhergehenden Geschäftstag (ausschließlich).]

„**Verbundene Börse**“ bezeichnet in Bezug auf [einen Index] [eine Zugrundeliegende Aktie] [**Namen der Börse**], eine Nachfolge-Börse oder ein Nachfolge-Notierungssystem bzw. eine Ersatz-Börse oder ein Ersatz-Notierungssystem, an der bzw. dem der Handel in auf [diesen Index] [diese Zugrundeliegende Aktie] bezogenen Termin- oder Optionskontrakten vorübergehend abgewickelt wird (vorausgesetzt, die Berechnungsstelle hat festgestellt, dass die Liquidität in Bezug auf [diesen Index] [diese Zugrundeliegende Aktie] bezogene Termin- oder Optionskontrakte an dieser Ersatz-Börse oder diesem Ersatz-Notierungssystem, an der bzw. dem der Handel vorübergehend abgewickelt wird, mit der Liquidität der ursprünglichen Börse vergleichbar ist.)] [**Wenn „Alle Börsen“ gilt, gilt Folgendes:** jede Börse oder jedes Notierungssystem, an der bzw. dem ein Handel stattfindet, der sich in (nach Auffassung der Berechnungsstelle) wesentlicher Weise auf den Gesamtmarkt für auf [diesen Index] [diese Zugrundeliegende Aktie] bezogene Termin- oder Optionskontrakte auswirkt.]

„**Planmäßiger Handelsschluss**“ ist in Bezug auf eine Börse oder Verbundene Börse und einen Planmäßigen Handelstag der Zeitpunkt des planmäßigen werktäglichen Handelsschlusses an dieser Börse oder Verbundenen Börse an dem betreffenden Planmäßigen Handelstag, wobei ein nachbörslicher Handel oder ein sonstiger Handel außerhalb der üblichen Börsenzeiten nicht berücksichtigt wird.

[„**Zugrundeliegende Aktie**“ bezeichnet vorbehaltlich § [8] [jeweils] [●] [und zusammen die „**Zugrundeliegenden Aktien**“].]

„**Basiswertfeststellungstag**“ bezeichnet [●] [den nachstehend für die betreffende Zinsperiode aufgeführten Tag: [●]]. Wenn es sich bei [dem] [einem] Basiswertfeststellungstag nicht um einen Planmäßigen Handelstag handelt, wird der [betreffende] Basiswertfeststellungstag auf den nächstfolgenden Planmäßigen Handelstag verschoben, es sei denn, dieser ist nach Auffassung der Berechnungsstelle ein Unterbrechungstag. Wenn dieser Tag ein Unterbrechungstag ist, gilt die Begriffsbestimmung gemäß § 7.

„**Feststellungstag**“ bezeichnet [●].

„**Inflationsindex**“ bezeichnet [●].

„**Inflationsindex-Sponsor**“ bezeichnet in Bezug auf einen Inflationsindex das Unternehmen, das den Stand des betreffenden Inflationsindex (direkt oder über eine beauftragte Stelle) veröffentlicht bzw. bekannt gibt; zum Tag der Begebung ist dies [●].

FALLS DIE
SCHULDVER-
SCHREIBUNG AN
EINEN
INFLATIONSINDEX
ODER EINEN
INFLATIONS-
INDEXKORB
GEBUNDEN IST,
GILT FOLGENDES:

§ 4 ZAHLUNGEN

IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE DURCH

- (1) (a) *Zahlungen auf Kapital.* Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems gegen

**GLOBAL-
URKUNDEN
VERBRIEFT SIND,
GILT FOLGENDES:**

Vorlage und (außer im Fall von Teilzahlungen) Einreichung der die Schuldverschreibungen zum Zeitpunkt der Zahlung verbriefenden Globalurkunde bei der bezeichneten Geschäftsstelle des Fiscal Agent außerhalb der Vereinigten Staaten.

- (b) **Zahlung von Zinsen.** Die Zahlung von **[im Fall von Nullkupon-Schuldverschreibungen oder sonstigen unverzinslichen Schuldverschreibungen gilt Folgendes:** gemäß § 3(2) aufgelaufenen] Zinsen auf die Schuldverschreibungen erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

[Bei Zinszahlungen auf eine Vorläufige Globalurkunde gilt Folgendes: Die Zahlung von **[im Fall von Nullkupon-Schuldverschreibungen oder sonstigen unverzinslichen Schuldverschreibungen gilt Folgendes:** gemäß § 3(2) aufgelaufenen] Zinsen auf Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1(3)(b).]

**IM FALL VON
ENGLISCHEN
SCHULDVER-
SCHREIBUNGEN,
DIE DURCH
GLOBAL-
URKUNDEN
VERBRIEFT SIND,
GILT FOLGENDES:**

- (1) [(a)] **Zahlungen auf Kapital.** Solange die Schuldverschreibungen durch eine Globalurkunde verbrieft sind, erfolgen Zinszahlungen auf die Schuldverschreibungen nach Maßgabe von Absatz (2) gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der Globalurkunde zum Zeitpunkt der Zahlung bei dem Fiscal Agent außerhalb der Vereinigten Staaten. Kapitalzahlungen werden von dem Fiscal Agent auf der Globalurkunde vermerkt.]

[Falls es sich bei den Schuldverschreibungen nicht um Ratenzahlungsschuldverschreibungen handelt gilt Folgendes: Zahlungen **[im Fall von Schuldverschreibungen, bei denen es sich nicht um Nullkupon-Schuldverschreibungen oder sonstige unverzinsliche Schuldverschreibungen handelt, gilt Folgendes:** auf Kapital] in Bezug auf Einzelurkunden erfolgen nach Maßgabe von Absatz (2) gegen Vorlage und (außer im Fall von Teilzahlungen, bei welchen ein entsprechender Vermerk auf der Rückseite der Schuldverschreibung eingetragen wird) Einreichung der jeweiligen Einzelurkunde bei dem Fiscal Agent oder einer anderen Zahlstelle außerhalb der Vereinigten Staaten.]

[Im Fall von Ratenzahlungsschuldverschreibungen gilt Folgendes: Zahlungen von Raten auf Kapitalzahlungen. Zahlungen von Raten auf Kapitalzahlungen in Bezug auf Einzelurkunden, bei denen es sich nicht um die letzte Rate handelt, erfolgen (vorbehaltlich des Nachstehenden) nach Maßgabe von Absatz (2) gegen Vorlage und Einreichung (oder im Fall von Teilzahlungen fälliger Beträge gegen Eintragung eines Vermerks auf der Rückseite) des jeweiligen Rückzahlungsscheins gemäß Absatz (2). Die Zahlung der letzten Rate erfolgt in der in nachstehendem Absatz (2) beschriebenen Weise nur gegen Vorlage und Einreichung der jeweiligen Schuldverschreibung beim Fiscal Agent oder einer anderen Zahlstelle außerhalb der

IM FALL VON ENGLISCHEN SCHULDVER-SCHREIBUNGEN, BEI DENEN ES SICH NICHT UM UNVERZINSLICHE SCHULDVER-SCHREIBUNGEN HANDELT, GILT FOLGENDES:

Vereinigten Staaten (oder im Fall von Teilzahlungen fälliger Beträge gegen Eintragung eines Vermerks auf der Rückseite der jeweiligen Schuldverschreibung durch den Fiscal Agent oder eine andere Zahlstelle außerhalb der Vereinigten Staaten). Die Zahlung der jeweiligen Rate erfolgt nur gegen Vorlage des jeweiligen Rückzahlungsscheins zusammen mit der zugehörigen Schuldverschreibung. Rückzahlungsscheine, die ohne die zugehörige Schuldverschreibung vorgelegt werden, begründen keine gültigen Verpflichtungen der Emittentin. Mit dem Tag, an dem eine Schuldverschreibung fällig und rückzahlbar wird, werden etwaige zugehörige, noch nicht fällige Rückzahlungsscheine (unabhängig davon, ob diese beigefügt sind) ungültig, und es werden diesbezüglich keine Zahlungen geleistet.]

- (b) *Zahlung von Zinsen.* Solange die Schuldverschreibungen durch eine Globalurkunde verbrieft sind, erfolgen Zahlungen von Zinsen auf die Schuldverschreibungen nach Maßgabe von Absatz (2) gegen Vorlage der Globalurkunde bei dem Fiscal Agent außerhalb der Vereinigten Staaten. Zinszahlungen werden von dem Fiscal Agent auf der Globalurkunde vermerkt.

Zahlungen von Zinsen auf Einzelurkunden erfolgen nach Maßgabe von Absatz (2) gegen Vorlage und (außer im Fall von Teilzahlungen, bei welchen ein entsprechender Vermerk auf der Rückseite des Zinsscheins eingetragen wird) Einreichung der jeweiligen Zinsscheine oder im Fall von Schuldverschreibungen, die ohne Zinsscheine begeben wurden, oder im Fall von Zinsen, die nicht an einem planmäßigen Zinszahltag fällig sind, gegen Vorlage der jeweiligen Einzelurkunden bei der bezeichneten Geschäftsstelle des Fiscal Agent außerhalb der Vereinigten Staaten oder bei der bezeichneten Geschäftsstelle einer anderen Zahlstelle außerhalb der Vereinigten Staaten.

- (c) *Einreichung von Zinsscheinen.* Jede Schuldverschreibung, die mit beigefügten Zinsscheinen ausgegeben wurde, ist bei Rückzahlung vorzulegen und, außer im Fall einer Teilzahlung des Rückzahlungsbetrags, zusammen mit allen zugehörigen, noch nicht fälligen Zinsscheinen einzureichen; erfolgt dies nicht, **[im Fall von festverzinslichen Schuldverschreibungen oder Schuldverschreibungen mit Zinswechsel, die einen Festzins vorsehen, gilt Folgendes:** wird der Betrag der fehlenden, noch nicht fälligen Zinsscheine **[im Fall von Schuldverschreibungen mit Zinswechsel gilt Folgendes:** in Bezug auf Zinsperioden mit einem festen Zinssatz] (oder, falls die Zahlung nicht in voller Höhe erfolgt, der Anteil des Gesamtbetrags solcher fehlenden Zinsscheine, der dem Verhältnis zwischen dem tatsächlich gezahlten Rückzahlungsbetrag und dem insgesamt fälligen Rückzahlungsbetrag entspricht) von dem ansonsten bei der Rückzahlung fälligen Betrag abgezogen] **[im Fall von variabel verzinslichen Schuldverschreibungen und anderen nicht festverzinslichen Schuldverschreibungen oder Schuldverschreibungen mit Zinswechsel gilt Folgendes:** [, und] sämtliche noch nicht fälligen Zinsscheine der betreffenden durch eine Einzelurkunde verbrieften Schuldverschreibung **[im Fall von Schuldverschreibungen mit Zinswechsel gilt Folgendes:** in Bezug auf Zinsperioden mit einem variablen Zinssatz] (unabhängig davon, ob sie ebenfalls eingereicht wurden

oder nicht) werden ungültig und es werden danach diesbezüglich keine Zahlungen geleistet]. **[Im Fall von festverzinslichen Schuldverschreibungen oder Schuldverschreibungen mit Zinswechsel, die einen Festzins vorsehen, gilt Folgendes:** Werden Schuldverschreibungen mit einer Fälligkeit und einem Zinssatz oder Zinssätzen begeben, die dazu führen würden, dass der wie vorstehend beschrieben in Abzug zu bringende Betrag den ansonsten zu zahlenden Rückzahlungsbetrag übersteigt, wenn bei Vorlage einer solchen Einzelkunde zur Zahlung die noch nicht fälligen Zinsscheine **[im Fall von Schuldverschreibungen mit Zinswechsel, die einen Festzins vorsehen, gilt Folgendes:** in Bezug auf mit einem festen Zinssatz] nicht beigefügt sind und nicht mit eingereicht werden, so werden diese noch nicht fälligen Zinsscheine (unabhängig davon, ob sie beigefügt sind oder nicht) zum Zeitpunkt der Fälligkeit solcher Einzelkunden zur Rückzahlung insoweit ungültig (und es werden diesbezüglich keine Zahlungen geleistet), als dies erforderlich ist, damit der gemäß der vorstehenden Regelung in Abzug zu bringende Betrag den ansonsten fälligen Rückzahlungsbetrag nicht übersteigt. Sofern die Anwendung des vorstehenden Satzes die Entwertung einiger, aber nicht sämtlicher noch nicht fälliger Zinsscheine einer Schuldverschreibung erfordert, bestimmt die betreffende Zahlstelle, welche nicht fälligen Zinsscheine ungültig werden sollen, wobei zu diesem Zweck später fällige Zinsscheine vor früher fälligen Zinsscheinen für ungültig zu erklären sind.]]

**IM FALL VON
DEUTSCHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

- (2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher oder sonstiger gesetzlicher Regelungen und Vorschriften erfolgen auf die Schuldverschreibungen fällige Zahlungen in **[Festgelegte Währung]**

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
MIT AUSNAHME
VON DEUTSCHEN
SCHULDVER-
SCHREIBUNGEN,
GILT FOLGENDES:**

- (2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher oder sonstiger gesetzlicher Regelungen und Vorschriften erfolgen auf die Schuldverschreibungen fällige Zahlungen in der frei handelbaren und konvertierbaren Währung

[im Fall von Zahlungen in Euro gilt Folgendes: durch Überweisung auf ein von dem Zahlungsempfänger unterhaltenes auf Euro lautendes Konto (oder ein anderes Konto, dem Eurobeträge gutgeschrieben oder auf das Eurobeträge überwiesen werden können), vorausgesetzt, dass fällige Beträge, die in einer anderen Währung als Euro zu zahlen sind, in dieser Währung per Scheck gezahlt werden, der in dieser Währung auszahlbar und auf eine Bank im Hauptfinanzzentrum des Landes der betreffenden Währung gezogen ist, oder (nach Wahl des Zahlungsempfängers) per Überweisung auf ein auf die betreffende Währung lautendes Konto, das von dem Zahlungsempfänger bei einer Bank in diesem Finanzzentrum unterhalten wird.]

[im Fall von Zahlungen in einer anderen Währung als Euro oder US-Dollar gilt Folgendes: durch einen in dieser Währung zahlbaren Scheck, ausgestellt auf eine Bank in dem Hauptfinanzzentrum des Landes der Festgelegten Währung oder nach Wahl des Zahlungsempfängers durch Überweisung auf ein auf diese Währung lautendes Konto des Zahlungsempfängers, das dieser bei einer Bank in diesem Finanzzentrum

unterhält (und das im Fall von Zahlungen in japanischen Yen an eine nicht in Japan ansässige Person ein Konto für Gebietsfremde sein muss).]

[im Fall von Zahlungen in US-Dollar gilt Folgendes: durch einen auf US-Dollar lautenden Scheck, ausgestellt auf eine Bank in den Vereinigten Staaten, oder nach Wahl des Zahlungsempfängers durch Überweisung auf ein auf US-Dollar lautendes Konto, das der Zahlungsempfänger bei einer Bank außerhalb der Vereinigten Staaten unterhält.]

- (3) *Vereinigte Staaten.* Für die Zwecke **[im Fall von TEFRA-D-Schuldverschreibungen, die auf US-Dollar lauten oder in Bezug auf welche Zahlungen aus anderen Gründen in US-Dollar zahlbar sind, gilt Folgendes:** von § 1(3) [.] [und] dieses § 4 [.] [und] [§ 9](2) [und] § [10](2) bezeichnet „**Vereinigte Staaten**“ die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Besitzungen (einschließlich Puerto Ricos, der U.S. Virgin Islands, Guams, American Samoas, Wake Islands und der Northern Mariana Islands).

IM FALL VON DEUTSCHEN SCHULDVERSCHR EIBUNGEN GILT FOLGENDES:

- (4) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order in Höhe dieses gezahlten Betrages von ihrer Zahlungspflicht befreit.

IM FALL VON ENGLISCHEN SCHULDVER-SCHREIBUNGEN, DIE DURCH GLOBAL-URKUNDEN VERBRIEFT SIND, GILT FOLGENDES:

- (4) *Erfüllung.* Solange die Schuldverschreibungen durch eine Globalurkunde verbrieft sind, wird die Emittentin durch Leistung an den Inhaber der Globalurkunde oder an dessen Order von ihrer Zahlungspflicht in Bezug auf den zu zahlenden Betrag befreit. Jede Person, die in den Unterlagen des betreffenden Clearing Systems als wirtschaftlicher Eigentümer (*beneficial holder*) eines bestimmten Nennbetrags der durch die Globalurkunde verbrieften Schuldverschreibungen verzeichnet ist, kann im Zusammenhang mit ihrem Anteil an jeder Zahlung der Emittentin an den Inhaber der Globalurkunde oder an dessen Order ausschließlich das betreffende Clearing System in Anspruch nehmen. Im Fall von Einzelurkunden wird die Emittentin durch Leistung der Zahlung an den Gläubiger der Schuldverschreibungen von ihrer Zahlungspflicht befreit.

IM FALL VON SCHULDVER-SCHREIBUNGEN, DIE KAPITAL-UND/ODER ZINSAHLUNGEN IN US-DOLLAR VORSEHEN, GILT FOLGENDES:

Ungeachtet der vorstehenden Bestimmungen dieses § 4 gilt, dass im Fall von auf die Schuldverschreibungen zu leistenden Kapital- und/oder Zinszahlungen in US-Dollar, diese Kapital- und/oder Zinszahlungen auf die Schuldverschreibungen in US-Dollar bei der bezeichneten Geschäftsstelle einer Zahlstelle in den Vereinigten Staaten erfolgen, wenn:

- (i) die Emittentin Zahlstellen mit bezeichneten Geschäftsstellen außerhalb der Vereinigten Staaten in der begründeten Erwartung bestellt hat, dass diese Zahlstellen in der Lage sind, über ihre bezeichneten Geschäftsstellen außerhalb der Vereinigten Staaten bei Fälligkeit Kapital- und Zinszahlungen auf die Schuldverschreibungen in voller Höhe in US-Dollar auf die vorstehend festgelegte Weise zu leisten,
- (ii) die Zahlung der entsprechenden Kapital- bzw. Zinsbeträge in voller Höhe bei sämtlichen bezeichneten Geschäftsstellen außerhalb der Vereinigten Staaten aufgrund von

Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der Zahlung bzw. des Erhalts von Kapital- und Zinsbeträgen in voller Höhe in US-Dollar gesetzwidrig ist oder wirksam ausgeschlossen wird, und

(iii) eine solche Zahlung zu dem betreffenden Zeitpunkt nach dem Recht der Vereinigten Staaten zulässig ist und nach Auffassung der Emittentin keinerlei nachteilige steuerliche Folgen für die Emittentin hat.

(5) *Zahlungsgeschäftstag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahlungsgeschäftstag ist, dann hat ein Gläubiger der Schuldverschreibungen keinen Anspruch auf Zahlung vor dem nächsten Zahlungsgeschäftstag an dem jeweiligen Ort. Ein Gläubiger der Schuldverschreibungen ist auch nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

In diesem Zusammenhang bezeichnet „**Zahlungsgeschäftstag**“ einen Tag (außer Samstag oder Sonntag), an dem das Clearing System **[wenn die Festgelegte Währung Euro ist, gilt Folgendes: [und] [,] das Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System] offen [ist] [sind] und Zahlungen abwickel[t][n] [wenn es sich (i) bei der Festgelegten Währung nicht um Euro handelt oder (ii) es sich bei der Festgelegten Währung um Euro handelt und die Öffnung des Geschäftsverkehrs in einem oder mehreren Finanzzentren relevant ist, oder (iii) die Schuldverschreibungen Englische Schuldverschreibungen sind, gilt Folgendes: und die Geschäftsbanken und Devisenmärkte in [(i)] [jedes Maßgebliche Finanzzentrum] [, (ii)] in dem Hauptfinanzzentrum des Landes, in dem die Festgelegte Währung die Landeswährung ist [wenn es sich bei der Festgelegten Währung um australische Dollar / neuseeländische Dollar handelt, gilt Folgendes:, wobei dies [Sydney] [Auckland] sein soll,] [im Fall von Englischen Schuldverschreibungen, gilt Folgendes: und, nur im Fall von Einzelkunden, [(iii)] am jeweiligen Ort der Vorlage] für den allgemeinen Geschäftsverkehr (einschließlich des Handels mit Devisen und Fremdwährungseinlagen) geöffnet sind und Zahlungen abwickeln].]**

(6) *Bezugnahmen auf Kapital und Zinsen.* In diesen Bedingungen enthaltene Bezugnahmen auf Kapital in Bezug auf die Schuldverschreibungen schließen, soweit zutreffend, folgende Beträge ein: den Rückzahlungsbetrag, den Vorzeitigen Rückzahlungsbetrag **[falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzuzahlen, gilt Folgendes:, den Wahl-Rückzahlungsbetrag (Call)] [sofern der Gläubiger der Schuldverschreibungen ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, gilt Folgendes:, den Wahl-Rückzahlungsbetrag (Put)]** sowie jeden Aufschlag und alle sonstigen auf oder in Bezug auf die Schuldverschreibungen gegebenenfalls zahlbaren Beträge. **[Bezugnahmen in diesen Bedingungen auf Zinsen auf die Schuldverschreibungen schließen sämtliche gemäß § [10] zahlbaren Zusätzlichen Beträge ein.]**

**IM FALL VON
DEUTSCHEN
SCHULDVER-**

(7) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapital- oder Zinsbeträge zu hinterlegen, die von den Gläubigern der Schuldverschreibungen nicht innerhalb von

**SCHREIBUNGEN
GILT FOLGENDES:**

zwölf Monaten nach dem jeweiligen Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger der Schuldverschreibungen sich nicht in Annahmeverzug befinden. Wenn und soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der Gläubiger der Schuldverschreibungen gegen die Emittentin.

**§ 5
RÜCKZAHLUNG**

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN
AUSSER RATEN-
ZAHLUNGS-
SCHULDVER-
SCHREIBUNGEN,
GILT FOLGENDES:**

- (1) *Rückzahlung bei Fälligkeit.* [Jeder Nennbetrag von Schuldverschreibungen, der **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** der Festgelegten Stückelung] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** dem Berechnungsbetrag] entspricht, wird **[falls § [6] anwendbar ist, einfügen:** zum Rückzahlungsbetrag (wie in § [6] definiert)] **[falls § [6] nicht anwendbar ist, einfügen:** **[[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** der Festgelegten Stückelung] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** dem Berechnungsbetrag]] (der „Rückzahlungsbetrag“) am **[im Fall eines festgelegten Fälligkeitstages: [Fälligkeitstag]] [im Fall eines Rückzahlungsmonats gilt Folgendes:** in den **[Rückzahlungsmonat]** fallenden Zinszahltag] **[in anderen Fällen gilt Folgendes: [●]]** (der „Fälligkeitstag“)[.][.] [zuzüglich der Schlusszahlung wie nachstehend angegeben **[alternative Bestimmung einfügen]**¹³⁶. **[im Fall von TARN-Schuldverschreibungen mit Schlusszahlung gilt Folgendes:** Ist der Gesamtbetrag sämtlicher bis zum Fälligkeitstag oder (falls früher) dem Tag der Automatischen Rückzahlung (einschließlich) in Bezug auf eine Schuldverschreibung gezahlter oder zahlbarer Zinsen (der „**Errechnete Gesamtzins**“) geringer als der Zielzins, wird jede Schuldverschreibung zum Rückzahlungsbetrag zuzüglich eines Betrags in Höhe der Differenz zwischen dem Zielzins und dem Errechneten Gesamtzins zurückgezahlt (die „**Schlusszahlung**“).]

[Wenn die Schuldverschreibungen auf eine Zugrundeliegende Aktie oder einen Korb Zugrundeliegender Aktien bezogen sind und ihre Abwicklung physisch erfolgt:

[indem die Emittentin (vorbehaltlich der Bestimmung von § [6]) **[Maßgebliche Vermögenswerte]** (die „**Maßgeblichen Vermögenswerte**“) in Höhe von **[Vermögenswertbetrag]** (der „**Vermögenswertbetrag**“) am Fälligkeitstag liefert.]

[Falls die Abwicklung der Schuldverschreibungen bar und/oder physisch erfolgt, Rückzahlungsbestimmungen einfügen:

[●]¹³⁷

**IM FALL VON
RATENZAHLUNGS-
SCHULDVER-
SCHREIBUNGEN**

- (1) *Rückzahlung in Raten.* Soweit nicht zuvor bereits gemäß diesen Bedingungen zurückgezahlt, wird jede Schuldverschreibung an den nachstehenden Ratenzahlungsterminen zu den folgenden Raten zurückgezahlt:

¹³⁶ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

¹³⁷ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

GILT FOLGENDES:

Ratenzahlungstermine	Raten
[Ratenzahlungstermine]	[Raten]
[]	[]
[]	[]

**SOFERN DIE
EMITTENTIN DAS
WAHLRECHT HAT,
DIE SCHULDVER-
SCHREIBUNGEN
VORZEITIG
ZURÜCKZU-
ZAHLEN (ISSUER
CALL), GILT
FOLGENDES:**

- (2) **[Vorzeitige Rückzahlung nach Wahl der Emittentin.]**
- (a) Die Emittentin kann nach einer Kündigung gemäß Unterabsatz (b) die zum jeweiligen Zeitpunkt ausstehenden Schuldverschreibungen insgesamt oder teilweise [am] [an den] Wahrrückzahlungstag[en] (Call) [zum] [zu den] Wahrrückzahlungs[betrag][beträge] (Call), wie nachstehend angegeben, nebst etwaigen bis zum jeweiligen Wahrrückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen. **[Bei Geltung eines Mindestrückzahlungsbetrags oder eines Höheren Rückzahlungsbetrags gilt Folgendes:** Eine solche Rückzahlung muss [mindestens] in Höhe des **[Mindestrückzahlungsbetrag] [Höherer Rückzahlungsbetrag]** erfolgen.]

Wahrrückzahlungstag[e] (Call)	Wahrrückzahlungs [betrag][beträge] (Call)
[Wahrrückzahlungstag[e] (Call)]	[Wahrrückzahlungs [betrag][beträge] (Call)]
[]	[]
[]	[]

[Im Fall von Nachrangigen Schuldverschreibungen gilt Folgendes: Die Ausübung dieses Wahlrechts der Emittentin ist abhängig von der vorherigen Zustimmung der zuständigen zu dieser vorzeitigen Rückzahlung.]

[Falls der Gläubiger der Schuldverschreibungen das Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, gilt Folgendes: Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger der Schuldverschreibungen in Ausübung seines Wahlrechts nach Absatz [(3)] dieses § 5 verlangt hat.]

- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § [15] bekannt zu geben. Sie beinhaltet die folgenden Angaben:
- (i) Name und Kennnummer der Schuldverschreibungen,
 - (ii) eine Erklärung, ob die Schuldverschreibungen ganz oder nur teilweise zurückgezahlt werden, und im letzteren Fall

den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen,

- (iii) den Wahlrückzahlungstag (Call), der nicht weniger als [fünf Geschäftstage] [30 Tage] **[andere Mindestkündigungsfrist]** und nicht mehr als **[Höchstkündigungsfrist]** nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern der Schuldverschreibungen liegen darf, und
- (iv) den Wahlrückzahlungsbetrag (Call), zu dem die Schuldverschreibungen zurückgezahlt werden.

[Im Fall von Deutschen Schuldverschreibungen, die durch Globalurkunde verbrieft sind, gilt Folgendes:

- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die betreffenden Schuldverschreibungen frühestens 30 Tage vor dem Wahlrückzahlungstag (Call) (der „Auswahltag“) in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt, wobei dies in den Unterlagen dieses Clearing Systems nach dessen Ermessen entweder als so genannter „pool factor“ oder als Reduzierung des Nennbetrags zu vermerken ist.]

[Im Fall von Englischen Schuldverschreibungen, die durch Globalurkunden und/oder Einzelurkunden verbrieft sind, gilt Folgendes:

- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die betreffenden Schuldverschreibungen (die „Rückzahlbaren Schuldverschreibungen“) (i) im Fall von Rückzahlbaren Schuldverschreibungen, die durch Einzelurkunden verbrieft sind, frühestens [dreißig] [●] Tage vor dem vorgesehenen Rückzahlungstag einzeln durch Los ausgewählt oder (ii) im Fall von Rückzahlbaren Schuldverschreibungen, die durch Globalurkunde verbrieft sind, in Übereinstimmung mit den Regeln der Clearing Systeme (wobei dies in den Unterlagen der Clearing Systeme nach deren Ermessen entweder als so genannter „pool factor“ oder als Reduzierung des Nennbetrags zu vermerken ist) bestimmt. Bei Rückzahlbaren Schuldverschreibungen, die durch Einzelurkunden verbrieft sind, wird eine Liste mit den Seriennummern dieser Rückzahlbaren Schuldverschreibungen spätestens [14] [●] Tage vor dem vorgesehenen Rückzahlungstag gemäß § [15] veröffentlicht.]

**FALLS DIE
GLÄUBIGER VON
NICHT-
NACHRANGIGEN
SCHULDVER-
SCHREIBUNGEN
DAS WAHLRECHT
HABEN, DIE
SCHULDVER-
SCHREIBUNGEN
VORZEITIG ZU**

[(3)] *Vorzeitige Rückzahlung nach Wahl eines Gläubigers der Schuldverschreibungen.*

- (a) Die Emittentin hat eine Schuldverschreibung nach Ausübung des entsprechenden Wahlrechts durch den Gläubiger der Schuldverschreibungen [am] [an den] Wahlrückzahlungstag[en] (Put) [zum] [zu den] Wahlrückzahlungs[betrag][beträgen] (Put), wie nachstehend angegeben, nebst etwaigen bis zum Wahlrückzahlungstag (Put) (ausschließlich) aufgelaufenen Zinsen zurückzuzahlen.

**KÜNDIGEN
(INVESTOR PUT),
GILT FOLGENDES:**

Wahrückzahlungstag[e] (Put)	Wahrückzahlungs [betrag][beträge] (Put)
[Wahrückzahlungstag [e] (Put)]	[Wahrückzahlungs [betrag][beträge] (Put)]
[]	[]
[]	[]

[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, gilt Folgendes: Gläubigern der Schuldverschreibungen steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits die Emittentin in Ausübung ihres Wahlrechts nach diesem § 5 verlangt hat.

[Im Fall von Deutschen Schuldverschreibungen gilt Folgendes:

- (b) Um dieses Wahlrecht auszuüben, hat ein Gläubiger der Schuldverschreibungen nicht weniger als **[fünf Geschäftstage]** **[andere Mindestkündigungsfrist einfügen]** und nicht mehr als **[Höchstkündigungsfrist gegenüber Emittentin]** vor dem Wahrückzahlungstag (Put), an dem die Rückzahlung gemäß der Mitteilung bezüglich der vorzeitigen Rückzahlung in der vom Fiscal Agent erhältlichen Form (die „**Ausübungserklärung**“) erfolgen soll, dem Fiscal Agent während der üblichen Geschäftszeiten eine ordnungsmäßig ausgefüllte Ausübungserklärung vorzulegen. Die Ausübung des Wahlrechts kann nicht widerrufen oder zurückgenommen werden.]

[Im Fall von Englischen Schuldverschreibungen gilt Folgendes:

- (b) Sofern die betreffende Schuldverschreibung durch eine Einzelkunde verbrieft ist und nicht von einem Clearing System gehalten wird, muss der Gläubiger der Schuldverschreibungen der bezeichneten Geschäftsstelle des Fiscal Agent oder einer Zahlstelle während ihrer üblichen Geschäftszeiten innerhalb des Kündigungszeitraums eine ordnungsgemäß ausgefüllte und unterschriebene (und zum Zeitpunkt der Ausübung aktuelle) Ausübungserklärung in der bei einer bezeichneten Geschäftsstelle des Fiscal Agent und einer bezeichneten Geschäftsstelle einer anderen Zahlstelle erhältlichen Form (eine „**Ausübungserklärung**“) übergeben, in der der Gläubiger ein Bankkonto (bzw., wenn die Zahlung per Scheck erfolgen soll, eine Anschrift) anzugeben hat, auf das bzw. an die die Zahlung erfolgen soll. Ist die betreffende Schuldverschreibung durch eine Einzelkunde verbrieft, muss dieser Ausübungserklärung die betreffende Schuldverschreibung oder ein für den Fiscal Agent oder die Zahlstelle zufrieden stellender Nachweis darüber beigefügt sein, dass die Schuldverschreibung nach der Übergabe der Ausübungserklärung in seinem bzw. ihrem Auftrag oder unter seiner bzw. ihrer Aufsicht gehalten wird. Ist die betreffende Schuldverschreibung durch eine Globalurkunde oder durch eine

über ein Clearing System gehaltene Einzelurkunde verbrieft, so muss der Gläubiger der Schuldverschreibungen zur Ausübung dieses Wahlrechts den Fiscal Agent oder die andere Zahlstelle innerhalb des Kündigungszeitraums von der Ausübung nach Maßgabe der Standardverfahren des betreffenden Clearing Systems in einer für dieses Clearing System jeweils annehmbaren Form in Kenntnis setzen (wobei diese Verfahren vorsehen können, dass der Fiscal Agent oder die andere Zahlstelle auf Weisung des Gläubigers der Schuldverschreibungen von dem Clearing System oder einer gemeinsamen Verwahrstelle in elektronischer Form über die Ausübung des Wahlrechts in Kenntnis gesetzt wird) und, wenn die Schuldverschreibung durch eine Globalurkunde verbrieft ist, zeitgleich dem Fiscal Agent oder der anderen Zahlstelle die betreffende Globalurkunde zur Eintragung der entsprechenden Vermerke vorlegen bzw. die Vorlage veranlassen.

Die Ausübung des Wahlrechts kann nicht widerrufen werden und die hinterlegte Schuldverschreibung kann nicht zurückgenommen werden, es sei denn, es tritt vor dem Tag, an dem die Schuldverschreibung zur Rückzahlung fällig wird, ein Kündigungsgrund ein und dauert an. In diesem Fall kann der betreffende Gläubiger der Schuldverschreibungen nach seiner Wahl durch Mitteilung an die Emittentin eine Rücknahme der gemäß dieser Ziffer erfolgten Mitteilung erklären und stattdessen die betreffende Schuldverschreibung gemäß § [12] unverzüglich fällig und zahlbar stellen.]

**IM FALL VON
TARN-
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

[(4)] *Automatische Rückzahlung.* Sollte der gemäß § 3(3) für eine Schuldverschreibung und eine Zinsperiode ermittelte Zinsbetrag **[im Fall von TARN-Schuldverschreibungen, die eine Zinsobergrenze vorsehen, gilt Folgendes:** ohne Berücksichtigung von § 3(1)] dazu führen, dass der Gesamtzinsbetrag einen Betrag in Höhe von [●] Prozent des Nennbetrags der betreffenden Schuldverschreibung (der „Zielzins“) [erreicht oder] überschreitet (das „Zielzinsereignis“), so werden die Schuldverschreibungen zum Rückzahlungsbetrag an dem Zinszahltag, an dem das Zielzinsereignis eingetreten ist, insgesamt, jedoch nicht teilweise zurückgezahlt (der „Tag der Automatischen Rückzahlung“).

**IM FALL VON
NACHRANGIGEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

[(5)] *Vorzeitige Rückzahlung aus regulatorischen Gründen.* Die Schuldverschreibungen können jederzeit insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin und vorbehaltlich der vorherigen Zustimmung der zuständigen Aufsichtsbehörde mit einer Kündigungsfrist von nicht weniger als [30] [●] und nicht mehr als [60] [●] Tagen vorzeitig gekündigt und zum Vorzeitigen Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag (ausschließlich) aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin nach ihrer eigenen Einschätzung (i) die Schuldverschreibungen nicht vollständig für Zwecke der Eigenmittelausstattung als Ergänzungskapital (Tier 2) nach Maßgabe der anwendbaren Vorschriften anrechnen darf aus anderen Gründen als einer Amortisierung gemäß Art. 64 der Verordnung (EU) Nr. 575/2013 des europäischen Parlaments und des Rates vom 26. Juni 2013 über Aufsichtsanforderungen an Kreditinstitute und Wertpapierfirmen und zur Änderung der Verordnung (EU) Nr. 646/2012 (CRR), oder (ii) in sonstiger Weise im Hinblick auf die Schuldverschreibungen einer weniger günstigen regulatorischen Eigenmittelbehandlung unterliegt als am Begebungstag.

Die Kündigung gemäß diesem Absatz ([5]) erfolgt nur nachdem die Emittentin die Zustimmung der zuständigen Aufsichtsbehörde erhalten hat durch Mitteilung gemäß § [15]. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin und den Grund für die Kündigung nennen.

**FALLS
RÜCKZAHLUNG
WEGEN RECHTS-
WIDRIGKEIT
ANWENDBAR IST,
GILT FOLGENDES:**

[(6)] *Rückzahlung wegen Rechtswidrigkeit.* Stellt die Berechnungsstelle nach Treu und Glauben fest, dass die Erfüllung der Verpflichtungen der Emittentin aus den Schuldverschreibungen oder die zur Absicherung der Verpflichtungen der Emittentin aus den Schuldverschreibungen getroffenen Vereinbarungen aufgrund der Einhaltung von gegenwärtigen oder zukünftigen Gesetzen, Rechtsnormen, Vorschriften, Urteilen, Anordnungen oder Anweisungen einer Regierungs-, Verwaltungs-, Gesetzgebungs- oder Gerichtsbehörde oder -stelle oder deren Auslegung ganz oder teilweise rechtswidrig oder in sonstiger Weise verboten sind oder werden, kann die Emittentin die Schuldverschreibungen durch (unwiderrufliche) Mitteilung an die Gläubiger der Schuldverschreibungen gemäß § [15] mit einer Frist von mindestens 10 und höchstens 30 Tagen nach Ablauf dieser Frist insgesamt, jedoch nicht teilweise zurückzahlen, wobei jede Schuldverschreibung zum Vorzeitigen Rückzahlungsbetrag einschließlich etwaiger bis zum Rückzahlungstag (ausschließlich) aufgelaufener Zinsen zurückzuzahlen ist.

[(7)] *Vorzeitiger Rückzahlungsbetrag.* Der vorzeitige Rückzahlungsbetrag jedes Nennbetrags von Schuldverschreibungen in Höhe **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** der Festgelegten Stückelung] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** des Berechnungsbetrags] (der „**Vorzeitige Rückzahlungsbetrag**“) entspricht [dem Nennbetrag plus aufgelaufener Zinsen] [dem Rückzahlungsbetrag] **[●] %** der Festgelegten Stückelung] [dem angemessenen Marktpreis] [(einschließlich aufgelaufener, aber unbezahlter Zinsen)] [abzüglich Abwicklungskosten bei Vorzeitiger Rückzahlung]. **[Alternative Bestimmungen]¹³⁸ [Einfügen, falls angemessener Marktpreis anwendbar ist:** [Der angemessene Marktpreis wird von der Berechnungsstelle [nach billigem Ermessen] festgestellt.] Die finanzielle Situation der Emittentin wird für die Berechnung des angemessenen Marktpreises nicht berücksichtigt; es ist für Zwecke der Berechnung des angemessenen Marktpreises anzunehmen, dass die Emittentin in der Lage ist, ihre Verpflichtungen aus den Schuldverschreibungen vollständig zu erfüllen.]

[Falls Abwicklungskosten bei Vorzeitiger Rückzahlung zur Berechnung des Vorzeitigen Rückzahlungsbetrags verwendet werden, gilt Folgendes: „**Abwicklungskosten bei Vorzeitiger Rückzahlung**“ bezeichnet **[festgelegten Betrag]** [falls „**Standard-Abwicklungskosten bei Vorzeitiger Rückzahlung**“ gelten, gilt **Folgendes:** einen von der Berechnungsstelle festgelegten Betrag in Höhe der Summe sämtlicher der Emittentin im Zusammenhang mit der Rückzahlung der Schuldverschreibungen und der damit zusammenhängenden Kündigung, Glattstellung oder Wiederaufnahme einer Hedge-Position oder eines damit verbundenen Handelsbestands entstandener Kosten, Auslagen (einschließlich Refinanzierungsverlusten),

¹³⁸ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

Steuern und Abgaben (wobei keine Beträge doppelt berücksichtigt werden dürfen), wobei dieser Betrag anteilig auf **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** jeden Nennbetrag der Schuldverschreibungen in der Festgelegten Stückelung] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** jeden Nennbetrag der Schuldverschreibungen, der dem Berechnungsbetrag entspricht].]

§ 6

BESTIMMUNGEN FÜR [DIE BERECHNUNG DES RÜCKZAHLUNGSBETRAGS] [UND] [DIE PHYSISCHE LIEFERUNG]

IM FALL VON SCHULDVER-SCHREIBUNGEN, DIE AUF EINEN INDEX ODER EINEN INDEXKORB BEZOGEN SIND, GILT FOLGENDES:

Der „**Rückzahlungsbetrag**“ in Bezug auf jeden Nennbetrag von Schuldverschreibungen in Höhe **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** der Festgelegten Stückelung] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** des Berechnungsbetrags] entspricht einem Betrag, der **[von der Berechnungsstelle]** **[auf angemessene und wirtschaftlich vernünftige Weise]** wie folgt berechnet wird:

[Im Fall von Schuldverschreibungen mit indexbezogener Rückzahlung (call) gilt Folgendes:

$$\frac{\text{Referenzkurs}}{\text{Basiskurs}} \times \text{Festgelegter Betrag;]}$$

[Im Fall von Schuldverschreibungen mit indexbezogener Rückzahlung (put) gilt Folgendes:

$$\frac{\text{Basiskurs}}{\text{Referenzkurs}} \times \text{Festgelegter Betrag;]}$$

[Falls der Rückzahlungsbetrag nach einer anderen Formel berechnet wird, alternative Formel einfügen: [●]¹³⁹]

wobei der Rückzahlungsbetrag in keinem Fall ein negativer Betrag sein kann. Der Rückzahlungsbetrag wird auf die nächste **[Untereinheit]** **[im Fall von Japanischen Yen gilt Folgendes:** Einheit] der Festgelegten Währung gerundet, wobei 0,5 einer **[Untereinheit]** **[Einheit]** aufgerundet wird.

Es gelten die nachstehenden Begriffsbestimmungen:

„**Bestandteilswertpapier**“ bezeichnet in Bezug auf einen Börsenübergreifenden Index jedes in dem betreffenden Index enthaltene Bestandteilswertpapier.

„**Börse**“ bezeichnet (a) in Bezug auf einen Index, der kein Börsenübergreifender Index ist, **[Namen der Börse]**, eine Nachfolge-Börse oder ein Nachfolge-Notierungssystem bzw. eine Ersatz-Börse oder ein Ersatz-Notierungssystem, an der bzw. dem der Handel in den in diesem Index enthaltenen Wertpapieren vorübergehend abgewickelt wird, sofern die Berechnungsstelle festgelegt hat, dass die Liquidität in Bezug auf die in dem Index enthaltenen Wertpapiere an dieser Ersatz-Börse oder diesem Ersatz-Notierungssystem, an der bzw. dem der Handel vorübergehend abgewickelt wird, mit der Liquidität an der ursprünglichen Börse vergleichbar ist, und (b) in Bezug auf einen Index, bei dem es sich um einen Börsenübergreifenden Index handelt, im Hinblick auf jedes Bestandteilswertpapier

¹³⁹ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

die Hauptbörse, an der das betreffende Bestandteilstwertpapier hauptsächlich gehandelt wird, wie jeweils von der Berechnungsstelle bestimmt.

[Im Fall von Schuldverschreibungen mit Währungsumrechnung gilt Folgendes: „Wechselkurs“ ist [Wechselkurs].

[Falls die Schuldverschreibungen auf einen Indexkorb bezogen sind, gilt Folgendes: „Indizes“ und] „Index“ [bezeichnen] [bezeichnet] vorbehaltlich einer Anpassung gemäß § [8] [●]. Bei dem [●] Index handelt es sich [nicht] um einen Börsenübergreifenden Index.

[„Index-Sponsor“ bezeichnet in Bezug auf einen Index das Unternehmen oder den sonstigen Rechtsträger, das bzw. der (a) für die Festlegung und Überprüfung der Regeln und Verfahren sowie gegebenenfalls anwendbarer Berechnungs- und Anpassungsmethoden für diesen Index verantwortlich ist und (b) regelmäßig (direkt oder über einen Beauftragten) den Stand dieses Index während jedes Planmäßigen Handelstages veröffentlicht; zum Tag der Begebung ist dies [●].]

[Falls die Schuldverschreibungen auf einen Indexkorb bezogen sind, gilt Folgendes: „Multiplikator“ ist [Multiplikator].]

„Referenzkurs“ ist ein Betrag (der als Betrag der Festgelegten Währung gilt), der:

[Falls die Schuldverschreibungen auf einen einzelnen Index bezogen sind, gilt Folgendes: dem von der [Berechnungsstelle] [●] festgestellten [offiziellen Schlusstand] [●] des Index am Bewertungstag entspricht, wobei etwaige nachträglich veröffentlichte Korrekturen unberücksichtigt bleiben. **[Im Fall einer Währungsumrechnung gilt Folgendes:** Der nach Maßgabe des Vorstehenden ermittelte Betrag ist unter Anwendung des Wechselkurses in die Festgelegte Währung umzurechnen, und der umgerechnete Betrag stellt den Referenzkurs dar.]]

[Falls die Schuldverschreibungen auf einen Indexkorb bezogen sind, gilt Folgendes: der Summe der von der [Berechnungsstelle] [●] am Bewertungstag für jeden Index als [offizieller Schlusstand] [●] des betreffenden Index berechneten Werte entspricht, wobei etwaige nachträglich veröffentlichte Korrekturen unberücksichtigt bleiben, multipliziert mit dem Multiplikator.] **[Im Fall einer Währungsumrechnung gilt Folgendes:** Jeder nach Maßgabe des Vorstehenden ermittelte Betrag wird unter Anwendung des Wechselkurses in die Festgelegte Währung umgerechnet, und die Summe der umgerechneten Beträge stellt den Referenzkurs dar.]

„Verbundene Börse“ bezeichnet in Bezug auf einen Index [[●], eine Nachfolge-Börse oder ein Nachfolge-Notierungssystem bzw. eine Ersatz-Börse oder ein Ersatz-Notierungssystem, an der bzw. dem der Handel in auf diesen Index bezogenen Termin- oder Optionskontrakten vorübergehend abgewickelt wird (sofern die Berechnungsstelle bestimmt hat, dass die Liquidität hinsichtlich der auf diesen Index bezogenen Termin- oder Optionskontrakte an dieser Ersatz-Börse oder diesem Ersatz-Notierungssystem, an der bzw. dem der Handel vorübergehend abgewickelt wird, mit der Liquidität an der ursprünglichen Börse vergleichbar ist).] [jede Börse oder jedes Notierungssystem, an der bzw. dem ein Handel stattfindet, der sich in (nach Auffassung der Berechnungsstelle) wesentlicher Weise auf den Gesamtmarkt für auf diesen Index bezogene Termin- oder Optionskontrakte auswirkt.]

„Planmäßiger Handelstag“ bezeichnet (a) wenn ein Index kein Börsenübergreifender Index ist, jeden Tag, an dem die Öffnung jeder Börse und

[der] [jeder] Verbundenen Börse zum Handel während ihrer jeweils üblichen Handelszeiten vorgesehen ist oder (b) wenn der Index ein Börsenübergreifender Index ist, jeden Tag, an dem (i) der Index-Sponsor den Stand des betreffenden Index zu veröffentlichen hat und (ii) die Öffnung der Verbundenen Börse zum Handel während ihrer jeweils üblichen Handelszeiten vorgesehen ist.

„Festgelegter Betrag“ ist [●].

„Basiskurs“ ist [●].

„Bewertungstag“ bezeichnet [●] oder, sofern ein solcher Tag kein Planmäßiger Handelstag ist, den nächstfolgenden Planmäßigen Handelstag[.] [, es sei denn, dieser ist nach Auffassung der Berechnungsstelle ein Unterbrechungstag. Wenn dieser Tag ein Unterbrechungstag ist, gelten die Bestimmungen gemäß § [7].]

IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE AUF EINE
ZUGRUNDE-
LIEGENDE AKTIE
ODER EINEN
KORB ZUGRUNDE-
LIEGENDER
AKTIEN BEZOGEN
SIND UND IHRE
ABWICKLUNG
BAR ERFOLGT,
GILT FOLGENDES:

[(1)] *Rückzahlungsbetrag.* Der „Rückzahlungsbetrag“ in Bezug auf jeden Nennbetrag von Schuldverschreibungen in Höhe [im Fall von Deutschen Schuldverschreibungen gilt Folgendes: der Festgelegten Stückelung] [im Fall von Englischen Schuldverschreibungen, Berechnungsbetrag]] entspricht einem Betrag, der von der [Berechnungsstelle] [auf angemessene und wirtschaftlich vernünftige Weise] wie folgt berechnet wird:

[Im Fall von Schuldverschreibungen mit aktienbezogener Rückzahlung (Call) gilt Folgendes:

$$\frac{\text{Referenzkurs}}{\text{Basiskurs}} \times \text{Festgelegter Betrag;]}$$

[Im Fall von Schuldverschreibungen mit aktienbezogener Rückzahlung (Put) gilt Folgendes:

$$\frac{\text{Basiskurs}}{\text{Referenzkurs}} \times \text{Festgelegter Betrag;]}$$

[Wenn der Rückzahlungsbetrag nach einer anderen Formel berechnet wird, alternative Formel einfügen: [●]¹⁴⁰]

wobei der Rückzahlungsbetrag in keinem Fall ein negativer Betrag sein kann. Der Rückzahlungsbetrag wird auf die nächste [Untereinheit] [im Fall von Japanischen Yen gilt Folgendes: Einheit] der Festgelegten Währung gerundet, wobei 0,5 einer [Untereinheit] [Einheit] aufgerundet wird.

Es gelten die nachstehenden Begriffsbestimmungen:

„Verbundenes Unternehmen“ ist in Bezug auf ein Unternehmen („Erstes Unternehmen“) jedes Unternehmen, das mittelbar oder unmittelbar von dem Ersten Unternehmen beherrscht wird, dieses mittelbar oder unmittelbar beherrscht oder mittelbar oder unmittelbar mit diesem gemeinsam beherrscht wird. Für die Zwecke dieser Definition bezeichnet „beherrschen“ die Inhaberschaft einer Stimmrechtsmehrheit an einem Unternehmen.

„Aktienemittent“ ist der Emittent der [betreffenden] Zugrundeliegenden Aktie.

¹⁴⁰ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

„Börse“ bezeichnet in Bezug auf eine Zugrundeliegende Aktie **[Namen der Börse]**, eine Nachfolge-Börse oder ein Nachfolge-Notierungssystem bzw. eine Ersatz-Börse oder ein Ersatz-Notierungssystem, an der bzw. dem der Handel in der Zugrundeliegende Aktie vorübergehend abgewickelt wird (sofern die Berechnungsstelle festgestellt hat, dass die Liquidität in Bezug auf die Zugrundeliegende Aktie an dieser Ersatz-Börse oder diesem Ersatz-Notierungssystem, an der bzw. dem der Handel vorübergehend abgewickelt wird, mit der Liquidität an der ursprünglichen Börse vergleichbar ist).]

[Im Fall von Schuldverschreibungen mit Währungsumrechnung gilt Folgendes: Der „Wechselkurs“ ist **[●]**.]

[Falls die Schuldverschreibungen auf einen Korb Zugrundeliegender Aktien bezogen sind, gilt Folgendes: Der „Multiplikator“ ist **[●]**.]

„Referenzkurs“ bezeichnet einen Betrag, der:

[Im Fall von Schuldverschreibungen, die auf eine einzelne Zugrundeliegende Aktie bezogen sind, gilt Folgendes: dem von oder im Auftrag der Berechnungsstelle festgestellten, am Bewertungstag an der Börse notierten **[offiziellen Schlusskurs]** **[●]** der Zugrundeliegenden Aktie entspricht (wobei etwaige nachträglich veröffentlichte Korrekturen unberücksichtigt bleiben) (oder, falls nach Auffassung der Berechnungsstelle am Bewertungstag kein solcher **[offizieller Schlusskurs]** **[●]** ermittelt werden kann und der Bewertungstag kein Unterbrechungstag ist, einem von der Berechnungsstelle nach Treu und Glauben ermittelten Betrag in Höhe des arithmetischen Mittels des **[Schlusstands]** **[●]** des marktgerechten Ankaufskurses und des **[Schlusstands]** **[●]** des marktgerechten Verkaufskurses der Zugrundeliegenden Aktie, nach dem Ermessen der Berechnungsstelle entweder basierend auf dem arithmetischen Mittel der vorgenannten Kurse oder den mittleren Marktgeboten, die der Berechnungsstelle von mindestens zwei (von der Berechnungsstelle ausgewählten) Finanzinstituten, die mit der Zugrundeliegenden Aktie handeln, mitgeteilt wurden, oder basierend auf anderen von der Berechnungsstelle bestimmten Faktoren, entspricht). **[Im Fall einer Währungsumrechnung gilt Folgendes:** Der nach Maßgabe des Vorstehenden ermittelte Betrag ist unter Anwendung des Wechselkurses in die Festgelegte Währung umzurechnen, und der umgerechnete Betrag stellt den Referenzkurs dar.])

[Im Fall von Schuldverschreibungen, die auf einen Korb Zugrundeliegender Aktien bezogen sind, gilt Folgendes: der von oder im Auftrag der Berechnungsstelle ermittelten Summe des für jede Zugrundeliegende Aktie am Bewertungstag an der Börse notierten **[offiziellen Schlusskurses]** **[●]** dieser Zugrundeliegenden Aktie (wobei etwaige nachträglich veröffentlichte Korrekturen unberücksichtigt bleiben) (oder, falls nach Auffassung der Berechnungsstelle zum jeweiligen Zeitpunkt kein solcher **[offizieller Schlusskurs]** **[●]** ermittelt werden kann und der Bewertungstag kein Unterbrechungstag ist, einem von der Berechnungsstelle nach Treu und Glauben ermittelten Betrag in Höhe des arithmetischen Mittels des **[Schlusstands]** **[●]** des marktgerechten Ankaufskurses und des **[Schlusstands]** **[●]** des marktgerechten Verkaufskurses der Zugrundeliegenden Aktie, nach dem Ermessen der Berechnungsstelle entweder basierend auf dem arithmetischen Mittel der vorgenannten Kurse oder den mittleren Marktgeboten, die der Berechnungsstelle von mindestens zwei (von der Berechnungsstelle ausgewählten) Finanzinstituten, die mit der betreffenden Zugrundeliegenden Aktie handeln, mitgeteilt wurden, oder basierend auf anderen von der Berechnungsstelle bestimmten Faktoren), multipliziert mit dem Multiplikator, entspricht. **[Im Fall einer Währungsumrechnung gilt Folgendes:** Jeder nach Maßgabe des Vorstehenden ermittelte Betrag wird unter Anwendung

des Wechselkurses in die Festgelegte Währung umgerechnet, und die Summe der umgerechneten Beträge stellt den Referenzkurs dar.]]

„**Verbundene Börse**“ bezeichnet in Bezug auf eine Zugrundeliegende Aktie **[[verbundene Börse]**, eine Nachfolge-Börse oder ein Nachfolge-Notierungssystem bzw. eine Ersatz-Börse oder ein Ersatz-Notierungssystem, an der bzw. dem der Handel in auf diese Zugrundeliegende Aktie bezogenen Termin- oder Optionskontrakten vorübergehend abgewickelt wird (sofern die Berechnungsstelle festgestellt hat, dass die Liquidität hinsichtlich der auf diese Zugrundeliegende Aktie bezogenen Termin- oder Optionskontrakte an dieser Ersatz-Börse oder diesem Ersatz-Notierungssystem, an der bzw. dem der Handel vorübergehend abgewickelt wird, mit der Liquidität an der ursprünglichen Börse vergleichbar ist.) **[jede Börse oder jedes Notierungssystem, an der bzw. dem ein Handel stattfindet, der sich in (nach Auffassung der Berechnungsstelle) wesentlicher Weise auf den Gesamtmarkt für auf diese Zugrundeliegende Aktie bezogene Termin- oder Optionskontrakte auswirkt.]**

„**Planmäßiger Handelstag**“ bezeichnet jeden Tag, an dem die Öffnung jeder Börse und **[der] [jeder]** Verbundenen Börse zum Handel während ihrer jeweils üblichen Handelszeiten vorgesehen ist.

Der „**Festgelegte Betrag**“ ist **[●]**.

Der „**Basiskurs**“ ist **[●]**.

„**Zugrundeliegende Aktie**“ bezeichnet (vorbehaltlich § 8) **[jeweils] [●]****[und zusammen die „Zugrundeliegenden Aktien“].**

Der „**Bewertungstag**“ ist **[vorbehaltlich § 7] [●]** oder, sofern dieser Tag kein Planmäßiger Handelstag ist, der nächstfolgende Planmäßige Handelstag**[.] [**, es sei denn, dieser ist nach Auffassung der Berechnungsstelle ein Unterbrechungstag. Wenn dieser Tag ein Unterbrechungstag ist, gelten die Bestimmungen gemäß § **[7].]**

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE AUF EINEN
INFLATIONSINDEX
ODER EINEN
INFLATIONSINDEX
KORB BEZOGEN
SIND, GILT
FOLGENDES:¹⁴¹**

Der „**Rückzahlungsbetrag**“ in Bezug auf jeden Nennbetrag von Schuldverschreibungen in Höhe **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** der Festgelegten Stückelung] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** des Berechnungsbetrags] entspricht einem Betrag, der von **[der Berechnungsstelle [auf angemessene und wirtschaftlich vernünftige Weise]]** wie folgt berechnet wird: **[●]**

wobei der Rückzahlungsbetrag in keinem Fall ein negativer Betrag sein kann. Der Rückzahlungsbetrag wird auf die nächste **[Untereinheit] [im Fall von Japanischen Yen gilt Folgendes:** Einheit] der Festgelegten Währung gerundet, wobei 0,5 einer **[Untereinheit] [Einheit]** aufgerundet wird.

[Bewertungsbestimmungen]

Es gelten die nachstehenden Begriffsbestimmungen:

„**Feststellungstag**“ bezeichnet **[●]**.

„**Inflationsindex**“ bezeichnet **[●]**.

„**Inflationsindex-Sponsor**“ bezeichnet in Bezug auf einen Inflationsindex das

¹⁴¹ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

Unternehmen, das den Stand des betreffenden Inflationsindex (direkt oder über eine beauftragte Stelle) veröffentlicht bzw. bekannt gibt; zum Tag der Begebung ist dies [●].]

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE AUF EINEN
ROHSTOFF ODER
EINEN
ROHSTOFFKORB
BEZOGEN SIND,
GILT
FOLGENDES:¹⁴²**

Der „Rückzahlungsbetrag“ in Bezug auf jeden Nennbetrag von Schuldverschreibungen in Höhe [im Fall von Deutschen Schuldverschreibungen gilt Folgendes: der Festgelegten Stückelung] [im Fall von Englischen Schuldverschreibungen gilt Folgendes: des Berechnungsbetrags]] entspricht einem Betrag, der von [der Berechnungsstelle [auf angemessene und wirtschaftlich vernünftige Weise]] wie folgt berechnet wird: [●]

wobei der Rückzahlungsbetrag in keinem Fall ein negativer Betrag sein kann. Der Rückzahlungsbetrag wird auf die nächste [Untereinheit] [falls es sich bei der festgelegten Währung um Japanische Yen handelt, gilt Folgendes: Einheit] der Festgelegten Währung gerundet, wobei 0,5 einer [Untereinheit] [Einheit] aufgerundet wird.

[●]

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE AUF EINEN
FONDS ODER
EINEN
FONDSKORB
BEZOGEN SIND,
GILT
FOLGENDES:¹⁴³**

Der „Rückzahlungsbetrag“ in Bezug auf jeden Nennbetrag von Schuldverschreibungen in Höhe [im Fall von Deutschen Schuldverschreibungen gilt Folgendes: der Festgelegten Stückelung] [im Fall von Englischen Schuldverschreibungen gilt Folgendes: des Berechnungsbetrags]] entspricht einem Betrag, der von [der Berechnungsstelle [auf angemessene und wirtschaftlich vernünftige Weise]] wie folgt berechnet wird: [●]

wobei der Rückzahlungsbetrag in keinem Fall ein negativer Betrag sein kann. Der Rückzahlungsbetrag wird auf die nächste [Untereinheit] [falls es sich bei der festgelegten Währung um Japanische Yen handelt, gilt Folgendes: Einheit] der Festgelegten Währung gerundet, wobei 0,5 einer [Untereinheit] [Einheit] aufgerundet wird.

[●]

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE AUF EINE
WÄHRUNG ODER
EINEN
WÄHRUNGSKORB
BEZOGEN SIND,
GILT
FOLGENDES:¹⁴⁴**

Der „Rückzahlungsbetrag“ in Bezug auf jeden Nennbetrag von Schuldverschreibungen in Höhe [im Fall von Deutschen Schuldverschreibungen gilt Folgendes: der Festgelegten Stückelung] [im Fall von Englischen Schuldverschreibungen gilt Folgendes: des Berechnungsbetrags]] entspricht einem Betrag, der von [der Berechnungsstelle [auf angemessene und wirtschaftlich vernünftige Weise]] wie folgt berechnet wird: [●]

wobei der Rückzahlungsbetrag in keinem Fall ein negativer Betrag sein kann. Der Rückzahlungsbetrag wird auf die nächste [Untereinheit] [falls es sich bei der festgelegten Währung um Japanische Yen handelt, gilt Folgendes: Einheit] der Festgelegten Währung gerundet, wobei 0,5 einer [Untereinheit] [Einheit]

¹⁴² Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

¹⁴³ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

¹⁴⁴ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

aufgerundet wird.

[●]

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN
MIT MINDEST-
RÜCKZAHLUNG,
GILT
FOLGENDES:¹⁴⁵**

Der „Rückzahlungsbetrag“ in Bezug auf jeden Nennbetrag von Schuldverschreibungen in Höhe **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** der Festgelegten Stückelung] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** des Berechnungsbetrags]] entspricht einem Betrag, der von [der Berechnungsstelle [auf angemessene und wirtschaftlich vernünftige Weise]] wie folgt berechnet wird:

[●]

wobei der Rückzahlungsbetrag mindestens **[Mindestrückzahlungsbetrag]** beträgt. Der Rückzahlungsbetrag wird auf die nächste [Untereinheit] **[falls es sich bei der festgelegten Währung um Japanische Yen handelt, gilt Folgendes:** Einheit] der [Festgelegten Währung] gerundet, wobei 0,5 einer [Untereinheit] [Einheit] aufgerundet wird.

[●]

**IM FALL VON
„PASSTHROUGH“
SCHULDVER-
SCHREIBUNGEN,
GILT
FOLGENDES:¹⁴⁶**

Der „Rückzahlungsbetrag“ in Bezug auf jeden Nennbetrag von Schuldverschreibungen in Höhe **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** der Festgelegten Stückelung] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** des Berechnungsbetrags]] entspricht einem Betrag, der von [der Berechnungsstelle [auf angemessene und wirtschaftlich vernünftige Weise]] wie folgt berechnet wird:

[●]

wobei der Rückzahlungsbetrag mindestens null beträgt. Der Rückzahlungsbetrag wird auf die nächste [Untereinheit] **[wenn es sich bei der festgelegten Währung um Japanische Yen handelt, gilt Folgendes:** Einheit] der Festgelegten Währung gerundet, wobei 0,5 einer [Untereinheit] [Einheit] aufgerundet wird.

[●]

**SOFERN
ANWENDBAR, IM
FALL VON AUF
MEHRERE
KATEGORIEN VON
BASISWERTEN
BEZOGENEN
SCHULDVER-
SCHREIBUNGEN
GILT
FOLGENDES:¹⁴⁷**

[●]

**FALLS DIE
SCHULDVER-
SCHREIBUNGEN**

Der „Rückzahlungsbetrag“ in Bezug auf jeden Nennbetrag von Schuldverschreibungen, der **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** der Festgelegten Stückelung] **[im Fall von Englischen**

¹⁴⁵ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

¹⁴⁶ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

¹⁴⁷ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

**ZU EINEM
ANDEREN ALS
DEM
NENNBETRAG
ZURÜCKGEZAHLT
WERDEN UND IN
KEINE DER
VORGENANNTEN
SCHULDVER-
SCHREIBUNGS-
KATEGORIEN
PASSEN, GILT
FOLGENDES:¹⁴⁸**

Schuldverschreibungen gilt Folgendes: dem Berechnungsbetrag] entspricht, [beträgt] [wird wie folgt berechnet:] [Einzelheiten].]

**IM FALL VON
ENGLISCHEN
SCHULDVER-
SCHREIBUNGEN,
DIE AN ZUGRUNDE
LIEGENDE AKTIEN
ODER EINEN
AKTIENKORB
GEBUNDEN SIND
UND (I) PHYSISCH
ODER (II) BAR
UND/ODER
PHYSISCH
ABGEWICKELT
WERDEN, GILT
FOLGENDES:**

[(2)] *Abwicklung.*

- (a) Um die Lieferung des Vermögenswertbetrags (bzw. der Vermögenswertbeträge) in Bezug auf eine Schuldverschreibung zu erhalten, hat der Gläubiger der Schuldverschreibungen (i) falls die betreffende Schuldverschreibung durch eine Globalurkunde verbrieft ist, dem betreffenden Clearing System spätestens bis Geschäftsschluss an jedem Empfangsort am Stichtag (wie nachstehend definiert) eine ordnungsgemäß ausgefüllte Vermögenswertübertragungs-Mitteilung (mit Kopie an die Emittentin) zu übergeben oder (ii) falls die betreffende Schuldverschreibung durch eine Einzelurkunde verbrieft ist, einer beliebigen Zahlstelle spätestens bis Geschäftsschluss an jedem Empfangsort am Stichtag eine ordnungsgemäß ausgefüllte Vermögenswertübertragungs-Mitteilung (mit Kopie an die Emittentin) zu übergeben.

Muster der Vermögenswertübertragungs-Mitteilung sind während der üblichen Geschäftszeiten bei einer jeden Zahlstelle erhältlich.

Eine Vermögenswertübertragungs-Mitteilung darf nur in einer für das betreffende Clearing System annehmbaren Art und Weise übergeben werden (wenn die betreffende Schuldverschreibung durch eine Globalurkunde verbrieft ist) bzw. muss schriftlich oder durch Telefax zusammen mit den Schuldverschreibungen, auf die sich die jeweilige Vermögenswertübertragungs-Mitteilung bezieht, erfolgen (falls die betreffende Schuldverschreibung durch eine Einzelurkunde verbrieft ist).

Eine Vermögenswertübertragungs-Mitteilung hat folgendes zu enthalten:

- (i) die Angabe des Namens und der Anschrift des Gläubigers der Schuldverschreibungen, der Person, von der die Emittentin Einzelheiten bezüglich der Lieferung des Vermögenswertbetrags erhalten kann, sowie die zur Lieferung des Vermögenswertbetrags erforderlichen Einzelheiten,
- (ii) falls die Schuldverschreibung durch eine Globalurkunde verbrieft ist, Angabe des Nennbetrags der

¹⁴⁸ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

Schuldverschreibungen, auf welche sich die Mitteilung bezieht, sowie der Nummer des Kontos des Gläubigers der Schuldverschreibungen bei dem betreffenden Clearing System, aus dem die Schuldverschreibungen auszubuchen sind, sowie eine unwiderrufliche Anweisung und Ermächtigung des betreffenden Clearing Systems, die Schuldverschreibungen am oder vor dem Tag der Lieferung aus dem Konto des Gläubigers der Schuldverschreibungen auszubuchen,

- (iii) ein Zahlungsverprechen in Bezug auf sämtliche Lieferauslagen und, falls die Schuldverschreibung durch eine Globalurkunde verbrieft ist, eine Ermächtigung zur diesbezüglichen Belastung eines benannten Kontos des Gläubigers der Schuldverschreibungen bei dem betreffenden Clearing System und zur Zahlung dieser Lieferauslagen,
- (iv) Angabe eines Kontos, auf das gemäß diesem Unterabsatz zahlbare Dividenden (falls anwendbar) oder sonstige Barbeträge zu zahlen sind, und
- (v) eine Ermächtigung zur Verwendung der betreffenden Mitteilung in etwaigen Verwaltungs- oder Gerichtsverfahren.

[(vi)] [zusätzliche Bestimmungen]

Eine Vermögenswertübertragungs-Mitteilung kann nach Eingang bei dem betreffenden Clearing System bzw. einer Zahlstelle, wie vorstehend angegeben, nicht mehr widerrufen werden. Nach Übermittlung einer Vermögenswertübertragungs-Mitteilung kann der Gläubiger der Schuldverschreibungen die Schuldverschreibungen, auf die sich die Mitteilung bezieht, nicht mehr übertragen.

Falls die Schuldverschreibungen durch eine Globalurkunde verbrieft sind, wird sich das betreffende Clearing System nach Erhalt einer solchen Mitteilung vergewissern, dass es sich bei der darin als Gläubiger der Schuldverschreibungen bezeichneten Person um den Gläubiger [des] [der] darin genannten Nennbetrags der Schuldverschreibungen gemäß den Aufzeichnungen des Clearing Systems handelt.

Wird eine Vermögenswertübertragungs-Mitteilung nicht ordnungsgemäß ausgefüllt und eingereicht, so kann dies zur Ungültigkeit dieser Vermögenswertübertragungs-Mitteilung führen. Jegliche Feststellung dahingehend, ob eine solche Mitteilung nach Maßgabe dieser Bedingungen ordnungsgemäß ausgefüllt und eingereicht wurde, erfolgt bei Schuldverschreibungen, die durch eine Globalurkunde verbrieft sind, durch das jeweilige Clearing System nach Rücksprache mit der Emittentin und ist für die Emittentin und den Gläubiger der Schuldverschreibungen endgültig und bindend; im Fall einer durch eine Einzelurkunde verbrieften Schuldverschreibung erfolgt die Feststellung durch die jeweilige Zahlstelle nach Rücksprache mit der Emittentin und ist für die Emittentin und den Gläubiger der Schuldverschreibungen endgültig und bindend.

- (b) Die Lieferung des Vermögenswertbetrags in Bezug auf jede Schuldverschreibung erfolgt [auf Gefahr des Gläubigers der Schuldverschreibungen auf solche wirtschaftlich vernünftige Weise, die die Berechnungsstelle nach [ihrem alleinigen Ermessen] festlegt und der in der entsprechenden Vermögenswertübertragungs-Mitteilung von dem Gläubiger der Schuldverschreibungen benannten Person mitteilt] [**alternative Lieferart**].

Der Vermögenswertbetrag in Bezug auf jede durch Lieferung des Vermögenswertbetrags zurückzuzahlende Schuldverschreibung wird auf Gefahr des Gläubigers der Schuldverschreibungen in der vorstehend angegebenen Weise am Fälligkeitstag geliefert (vorbehaltlich einer Anpassung gemäß diesem § 6 als „**Tag der Lieferung**“ bezeichnet), sofern die Vermögenswertübertragungs-Mitteilung, wie vorstehend angegeben, spätestens bis Geschäftsschluss an jedem Empfangsort am [**Stichtag**] (der „**Stichtag**“) (mit Kopie an die Emittentin) ordnungsgemäß bei dem Clearing System bzw. einer Zahlstelle eingereicht wurde.

Erfolgt keine Vermögenswertübertragungs-Mitteilung durch den Gläubiger der Schuldverschreibungen wie vorstehend angegeben (mit Kopie an die Emittentin) spätestens bis Geschäftsschluss an jedem Empfangsort am Stichtag, wird der Vermögenswertbetrag so bald wie möglich nach dem Fälligkeitstag auf Gefahr des jeweiligen Gläubigers der Schuldverschreibungen in der vorstehend angegebenen Art und Weise geliefert (wobei es sich in diesem Fall bei diesem Liefertag um den Tag der Lieferung handelt). Zur Klarstellung wird festgestellt, dass der betreffende Gläubiger der Schuldverschreibungen im Fall, dass der Tag der Lieferung nach dem ursprünglich bestimmten Tag der Lieferung liegt, keinen Anspruch auf jegliche Zahlungen von Zinsen oder sonstigen Beträgen in Bezug auf den betreffenden Zeitraum hat, und es wird keinerlei diesbezügliche Haftung seitens der Emittentin begründet.

- (c) Sämtliche aufgrund der Lieferung des Vermögenswertbetrags in Bezug auf die Schuldverschreibungen entstehenden Lieferauslagen erfolgen für Rechnung des Gläubigers der Schuldverschreibungen und es erfolgt keine Lieferung des Vermögenswertbetrags, bevor nicht sämtliche Lieferauslagen zur Zufriedenheit der Emittentin durch den Gläubiger der Schuldverschreibungen gezahlt wurden.

Nach Lieferung des Vermögenswertbetrags und solange eine andere Person als der betreffende Gläubiger der Schuldverschreibungen als rechtmäßiger Eigentümer jedweder den Vermögenswertbetrag bildender Wertpapiere oder sonstiger Verbindlichkeiten eingetragen ist (die „**Zwischenzeit**“), (i) ist weder die Emittentin noch die Berechnungsstelle noch eine andere Person zu irgendeinem Zeitpunkt verpflichtet, dem Gläubiger der Schuldverschreibungen etwaige Anschreiben, Bestätigungen, Mitteilungen, Rundschreiben oder sonstige Dokumente bzw. (außer soweit in diesen Bedingungen vorgesehen) Zahlungen jeglicher Art weiterzuleiten bzw. deren Weiterleitung zu veranlassen, die von dieser Person in Bezug auf diese Wertpapiere oder Verbindlichkeiten entgegengenommen

bzw. vereinnahmt wurden, (ii) ist weder die Emittentin noch die Berechnungsstelle noch eine andere Person zu irgendeinem Zeitpunkt verpflichtet, bestimmte oder alle Rechte hinsichtlich dieser Wertpapiere oder Verbindlichkeiten auszuüben bzw. ausüben zu lassen und (iii) unterliegt weder die Emittentin noch die Berechnungsstelle noch eine andere Person zu irgendeinem Zeitpunkt irgendeiner Haftung gegenüber dem betreffenden Gläubiger der Schuldverschreibungen im Zusammenhang mit jeglichen unmittelbaren oder mittelbaren Verlusten oder Schäden, welche dem betreffenden Gläubiger der Schuldverschreibungen möglicherweise aufgrund des Umstands entstehen, dass die betreffende Person während der Zwischenzeit als rechtlicher Eigentümer der betreffenden Wertpapiere oder Verbindlichkeiten eingetragen ist.

Liegt vor Lieferung des Vermögenswertbetrags gemäß diesem § [6] ein Abwicklungsunterbrechungsereignis vor, so wird der Tag der Lieferung hinsichtlich dieser Schuldverschreibung auf den Tag verlegt, an dem kein solches Abwicklungsunterbrechungsereignis vorliegt, wobei dies dem Gläubiger der Schuldverschreibungen gemäß § [15] mitzuteilen ist. Dem Gläubiger der Schuldverschreibungen steht im Fall einer Verzögerung bei der Lieferung des Vermögenswertbetrags gemäß diesem Absatz kein Anspruch auf Zahlungen von Zinsen oder sonstigen Beträgen auf die jeweilige Schuldverschreibung zu. Wurde die Lieferung des Vermögenswertbetrags gemäß diesem Absatz verschoben, begründet dies keine Verletzung dieser Bedingungen durch die Emittentin und keine Haftung seitens der Emittentin.

Solange die Lieferung des Vermögenswertbetrags hinsichtlich einer Schuldverschreibung aufgrund eines Abwicklungsunterbrechungsereignisses nicht möglich ist, kann die Emittentin unbeschadet der sonstigen in diesen Bedingungen enthaltenen Bestimmungen nach ihrem alleinigen Ermessen entscheiden, anstelle einer physischen Lieferung ihre Verpflichtungen hinsichtlich der betreffenden Schuldverschreibung durch Zahlung des Unterbrechungs-Barabwicklungsbetrags (wie nachfolgend definiert) an den Gläubiger der Schuldverschreibungen spätestens am dritten Geschäftstag nach dem Tag der Mitteilung dieser Entscheidung (die „**Entscheidungsmitteilung**“) an die Gläubiger der Schuldverschreibungen gemäß § [15] erfüllen. Die Zahlung des Unterbrechungs-Barabwicklungsbetrags erfolgt in der dem Gläubiger der Schuldverschreibungen gemäß § [15] mitgeteilten Art und Weise.

Soweit es sich bei dem Vermögenswertbetrag nach Feststellung der Emittentin um einen anderen als den lieferbaren Betrag der Maßgeblichen Vermögenswerte handelt, erhalten die Gläubiger der Schuldverschreibungen einen Vermögenswertbetrag in Höhe der nächsten Zahl (abgerundet) der von der Emittentin lieferbaren Maßgeblichen Vermögenswerte (wobei der gesamte Bestand eines Gläubigers der Schuldverschreibungen nach dem Ermessen der Emittentin für die Zwecke der Lieferung des Vermögenswertbetrags zusammengefasst werden kann) sowie einen Betrag in der Festgelegten Währung im Wert der abgerundeten Maßgeblichen Vermögenswerte, den die Berechnungsstelle auf angemessene und wirtschaftlich

vernünftige Weise auf Grundlage der (bzw. den) von ihr ausgewählten Quelle (bzw. Quellen) ermittelt (und erforderlichenfalls unter Zugrundelegung des von ihr als angemessen erachteten Wechselkurses in die Festgelegte Währung umrechnet). Die Zahlung erfolgt auf die den Gläubigern der Schuldverschreibungen gemäß § [15] mitgeteilten Art und Weise.

Für die Zwecke der Schuldverschreibungen (i) ist die Emittentin nicht verpflichtet, eine Eintragung des Gläubigers der Schuldverschreibungen oder einer sonstigen Person als eingetragener Aktionär im Aktionärsverzeichnis des Aktienemittenten vorzunehmen bzw. zu veranlassen, (ii) ist die Emittentin nicht verpflichtet, gegenüber jeglichen Gläubigern der Schuldverschreibungen oder sonstigen Personen hinsichtlich jeglicher befriedigter oder ausstehender Ansprüche im Zusammenhang mit jeglichen zugrundeliegenden Aktien, die den Vermögenswertbetrag hinsichtlich einer Schuldverschreibung bilden, Rechenschaft abzulegen, soweit der Termin, an dem die zugrundeliegenden Aktien erstmals ohne diesen Anspruch an der Maßgeblichen Börse gehandelt werden, auf den Fälligkeitstag fällt oder vor diesem liegt, und (iii) sind jedwede Zinsen, Dividenden oder sonstigen Auskehrungen hinsichtlich des Vermögenswertbetrags an die Person zahlbar, die diese Zinsen, Dividenden oder sonstigen Auskehrungen nach marktüblicher Praxis im Fall eines am Tag der Lieferung abgeschlossenen Verkaufs der zugrundeliegenden Aktien erhalten würde, und sind auf die gleiche Art und Weise wie der Vermögenswertbetrag zu liefern. Die Zahlung solcher an den Gläubiger der Schuldverschreibungen zu zahlenden Zinsen, Dividenden oder sonstigen Auskehrungen erfolgt auf das in der Vermögenswertübertragungs-Mitteilung angegebene Konto.]

Es gelten die nachstehenden Begriffsbestimmungen:

„**Vermögenswertübertragungs-Mitteilung**“ bezeichnet eine Vermögenswertübertragungs-Mitteilung, die im Wesentlichen dem im Agency Agreement enthaltenen Muster entspricht.

„**Lieferauslagen**“ sind sämtliche Kosten, Steuern, Abgaben und/oder Auslagen, einschließlich Stempelsteuern für Urkunden (*stamp duty*), Stempelsteuern für den Erwerb von Wertpapieren und Grundstücken (*stamp duty reserve tax*) und/oder sonstiger Kosten, Abgaben oder Steuern, die aufgrund der Lieferung des Vermögenswertbetrags entstehen.

„**Unterbrechungs-Barabwicklungsbetrag**“ bezeichnet in Bezug auf eine Schuldverschreibung einen Betrag in Höhe des angemessenen Marktpreises dieser Schuldverschreibung (jedoch ohne Berücksichtigung von auf diese Schuldverschreibung aufgelaufenen Zinsen) zu einem von der Emittentin [nach ihrem alleinigen und freien Ermessen] ausgewählten Tag, der nicht mehr als fünfzehn Tage vor dem Tag liegen darf, an dem die Entscheidungsmitteilung wie vorstehend angegeben erfolgt, wobei dieser Betrag in voller Höhe um jedwede Verluste, Auslagen und Kosten der Emittentin und/oder eines Verbundenen Unternehmens angepasst wird, die im Zusammenhang mit der Rückabwicklung oder Anpassung zugrundeliegender oder damit verbundener Hedging-Vereinbarungen entstehen (einschließlich (ohne hierauf beschränkt zu sein) jedweder Optionen oder Verkäufe oder sonstigen Verwertung eines Relevanten Vermögenswerts oder sonstigen Instruments jedweder Art, den bzw. das die

Emittentin bzw. eines ihrer Verbundenen Unternehmen im Rahmen einer solchen Hedging-Vereinbarung unter Umständen hält), wie jeweils von der Berechnungsstelle auf angemessene und wirtschaftlich vernünftige Weise berechnet.]

„**Abwicklungsunterbrechungsereignis**“ bezeichnet ein Ereignis außerhalb der Kontrolle der Emittentin, das dazu führt, dass nach Auffassung der Berechnungsstelle die Lieferung des Vermögenswertbetrags durch oder für die Emittentin gemäß diesen Emissionsbedingungen und/oder den jeweiligen Endgültigen Bedingungen nicht durchführbar ist.]

IM FALL VON DEUTSCHEN SCHULDVER-SCHREIBUNGEN, DIE AN ZUGRUNDE LIEGENDE AKTIEN ODER EINEN AKTIENKORB GEBUNDEN SIND UND (I) PHYSISCH ODER (II) BAR UND/ODER PHYSISCH ABGEWICKELT WERDEN, GILT FOLGENDES:¹⁴⁹

[●]

§ [7] MARKTSTÖRUNG

IM FALL VON SCHULDVER-SCHREIBUNGEN, DIE AUF EINEN EINZELNEN INDEX ODER EINEN INDEXKORB BEZOGEN SIND, GILT FOLGENDES:

Sofern [der Bewertungstag] [oder] [der] [ein] [Basiswertfeststellungstag] nach Auffassung der Berechnungsstelle ein Unterbrechungstag ist,

[Falls die Schuldverschreibungen auf einen einzelnen Index bezogen sind, gilt Folgendes: wird der [Bewertungstag] [oder] [gegebenenfalls] [betreffende] [Basiswertfeststellungstag] auf den ersten folgenden Planmäßigen Handelstag verlegt, der kein Unterbrechungstag ist, es sei denn, jeder der [acht] [●] unmittelbar auf den [Planmäßigen Bewertungstag] [oder] [gegebenenfalls] [Planmäßigen Basiswertfeststellungstag] folgenden Planmäßigen Handelstage ist ein Unterbrechungstag. In diesem Fall (i) gilt der [achte] [●] Planmäßige Handelstag als der [Bewertungstag] [oder] [gegebenenfalls] [maßgebliche] [Basiswertfeststellungstag], ungeachtet dessen, dass dieser Tag ein Unterbrechungstag ist, und (ii) ermittelt die Berechnungsstelle den [Referenzkurs] [jeweiligen] [Feststellungskurs], indem sie den Stand des Index zum [Bewertungszeitpunkt] [Feststellungszeitpunkt] an diesem [achten] [●] Planmäßigen Handelstag gemäß der vor dem ersten Unterbrechungstag angewandten Formel und Methode feststellt, wobei sie für jedes in dem Index enthaltene Wertpapier den an der Börse gehandelten oder quotierten Kurs zum [Bewertungszeitpunkt] [Feststellungszeitpunkt] an diesem [achten] [●] Planmäßigen Handelstag (oder, falls an diesem [achten] [●] Planmäßigen Handelstag ein einen Unterbrechungstag auslösendes Ereignis in Bezug auf den betreffenden Wert eingetreten ist, den von ihr nach Treu und Glauben geschätzten

¹⁴⁹ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

Wert des betreffenden Wertpapiers zum [Bewertungszeitpunkt] [Feststellungszeitpunkt] an diesem [achten] [●] Planmäßigen Handelstag zugrunde legt.]

[Falls die Schuldverschreibungen auf einen Indexkorb bezogen sind, gilt Folgendes: dann ist der [Bewertungstag] [oder] [gegebenenfalls] [betreffende] [Basiswertfeststellungstag] für jeden Index, der durch den Eintritt des Unterbrechungstages nicht betroffen ist, der [Planmäßige Bewertungstag] [oder] [gegebenenfalls] [Planmäßige Basiswertfeststellungstag], und der [Bewertungstag] [oder] [gegebenenfalls] [betreffende] [Basiswertfeststellungstag] für jeden Index, der durch den Eintritt des Unterbrechungstages betroffen ist (jeweils ein „**Betroffener Index**“), ist der erste folgende Planmäßige Handelstag, der kein Unterbrechungstag in Bezug auf den Betroffenen Index ist, es sei denn, jeder der [acht] [●] unmittelbar auf den [Planmäßigen Bewertungstag] [oder] [gegebenenfalls] [Planmäßigen Basiswertfeststellungstag] folgenden Planmäßigen Handelstage ist ein Unterbrechungstag in Bezug auf den Betroffenen Index. In diesem Fall (i) gilt der [achte] [●] Planmäßige Handelstag als der [Bewertungstag] [oder] [gegebenenfalls] [jeweilige] [Basiswertfeststellungstag] für den Betroffenen Index, ungeachtet dessen, dass dieser Tag ein Unterbrechungstag ist, und (ii) ermittelt die Berechnungsstelle den [Referenzkurs] [jeweiligen] [Feststellungskurs], indem sie (in Bezug auf den Betroffenen Index) den Stand des Betroffenen Index zum [Bewertungszeitpunkt] [Feststellungszeitpunkt] an diesem [achten] [●] Planmäßigen Handelstag gemäß der vor dem ersten Unterbrechungstag zur Berechnung des Index angewandten Formel und Methode feststellt, wobei sie für jedes in dem Index enthaltene Wertpapier den an der Börse gehandelten oder quotierten Kurs zum [Bewertungszeitpunkt] [Feststellungszeitpunkt] an diesem [achten] [●] Planmäßigen Handelstag (oder, falls ein einen Unterbrechungstag auslösendes Ereignis in Bezug auf das betreffende Wertpapier an diesem [achten] [●] Planmäßigen Handelstag eingetreten ist, den von ihr nach Treu und Glauben geschätzten Wert des betreffenden Wertpapiers zum [Bewertungszeitpunkt] [Feststellungszeitpunkt] an diesem [achten] [●] Planmäßigen Handelstag zugrunde legt.)]

[Im Fall von indexbezogenen Schuldverschreibungen gilt Folgendes: „**Feststellungszeitpunkt**“ bezeichnet [●] [den Planmäßigen Handelsschluss an der maßgeblichen Börse am Basiswertfeststellungstag in Bezug auf [jeden zu bewertenden Index] [den Index]. Falls die maßgebliche Börse vor ihrem Planmäßigen Handelsschluss schließt und der festgelegte Feststellungszeitpunkt nach dem tatsächlichen Ende des regulären Handels liegt, ist der tatsächliche Zeitpunkt des Handelsschlusses der Feststellungszeitpunkt.

„**Unterbrechungstag**“ bezeichnet (a) wenn ein Index kein Börsenübergreifender Index ist, jeden Planmäßigen Handelstag, an dem [die] [eine maßgebliche] Börse oder eine Verbundene Börse während ihrer üblichen Handelszeit nicht für den Handel geöffnet ist oder ein Marktstörungsereignis eingetreten ist, oder (b) jeden Planmäßigen Handelstag (sofern es sich bei einem Index um einen Börsenübergreifenden Index handelt), an dem (i) der Index-Sponsor den Stand des Index nicht veröffentlicht, (ii) eine Verbundene Börse während ihrer üblichen Handelszeiten nicht für den Handel geöffnet ist, oder (iii) ein Marktstörungsereignis eingetreten ist.

„**Vorzeitiger Börsenschluss**“ bezeichnet:

- (a) in Bezug auf einen Index, bei dem es sich nicht um einen Börsenübergreifenden Index handelt, die an einem Börsengeschäftstag erfolgende Schließung einer maßgeblichen Börse in Bezug auf Wertpapiere, die mindestens 20 Prozent des Stands des maßgeblichen Index ausmachen, oder einer Verbundenen Börse bzw. mehrerer

Verbundener Börsen vor ihrem Planmäßigen Handelsschluss. Dies gilt nicht, wenn die betreffende(n) Börse(n) bzw. Verbundene(n) Börse(n) den vorzeitigen Handelsschluss mindestens eine Stunde vor dem jeweils früheren der beiden folgenden Termine ankündigt (bzw. ankündigen): (A) dem tatsächlichen regulären Handelsschluss der betreffenden Börse(n) bzw. Verbundenen Börse(n) an dem jeweiligen Börsengeschäftstag oder (B) dem letztmöglichen Zeitpunkt für die Ordereingabe in das System der Börse bzw. der Verbundenen Börse zur Ausführung zum [Bewertungszeitpunkt] [Feststellungszeitpunkt] an dem betreffenden Börsengeschäftstag, oder

- (b) in Bezug auf einen Index, bei dem es sich um einen Börsenübergreifenden Index handelt, die an einem Börsengeschäftstag erfolgende Schließung der Börse in Bezug auf ein Bestandteilstwertpapier oder der Verbundenen Börse vor ihrem Planmäßigen Handelsschluss. Dies gilt nicht, wenn die betreffende Börse bzw. Verbundene Börse den vorzeitigen Handelsschluss mindestens eine Stunde vor dem jeweils früheren der beiden folgenden Termine ankündigt: (i) dem tatsächlichen regulären Handelsschluss der betreffenden Börse bzw. Verbundenen Börse an dem jeweiligen Börsengeschäftstag oder (ii) dem letztmöglichen Zeitpunkt für die Ordereingabe in das System der betreffenden Börse bzw. Verbundenen Börse zur Ausführung zum jeweiligen [Bewertungszeitpunkt] [Feststellungszeitpunkt] an dem betreffenden Börsengeschäftstag.

„**Börsengeschäftstag**“ bezeichnet (a) wenn ein Index kein Börsenübergreifender Index ist, jeden Planmäßigen Handelstag, an dem [die] [jede] Börse und jede Verbundene Börse zum Handel zu ihren üblichen Handelszeiten geöffnet ist, ungeachtet dessen, dass eine solche Börse oder Verbundene Börse vor dem Planmäßigen Handelsschluss geschlossen wird, oder (b) jeden Planmäßigen Handelstag (sofern es sich bei einem Index um einen Börsenübergreifenden Index handelt), an dem (i) der Index-Sponsor den Stand des Index veröffentlicht und (ii) die Verbundene Börse während ihrer üblichen Handelszeiten für den Handel geöffnet ist, ungeachtet dessen, dass eine Börse oder die Verbundene Börse vor ihrem Planmäßigen Handelsschluss schließt.

„**Börsenstörung**“ bezeichnet:

- (a) in Bezug auf einen Index, bei dem es sich nicht um einen Börsenübergreifenden Index handelt, ein Ereignis (mit Ausnahme eines Vorzeitigen Börsenschlusses), das es Marktteilnehmern (nach Feststellung der Berechnungsstelle) allgemein unmöglich macht oder erschwert, (i) an einer oder mehreren maßgeblichen Börsen Geschäfte in Wertpapieren zu tätigen, die mindestens 20 Prozent des Stands des betreffenden Index ausmachen, oder Marktkurse für diese Wertpapiere zu erhalten, oder (ii) Geschäfte in auf den betreffenden Index bezogenen Termin- oder Optionskontrakten an der maßgeblichen Verbundenen Börse zu tätigen oder Marktkurse für diese Termin- oder Optionskontrakte zu erhalten, oder
- (b) in Bezug auf einen Index, bei dem es sich um einen Börsenübergreifenden Index handelt, ein Ereignis (mit Ausnahme eines Vorzeitigen Börsenschlusses), das es Marktteilnehmern (nach Feststellung der Berechnungsstelle) allgemein unmöglich macht oder erschwert, Geschäfte (i) in einem Bestandteilstwertpapier an der Börse für das betreffende Bestandteilstwertpapier oder (ii) in auf den Index bezogenen Termin- oder Optionskontrakten an der maßgeblichen Verbundenen Börse zu tätigen oder Marktkurse (i) für ein Bestandteilstwertpapier an der Börse für das betreffende Bestandteilstwertpapier oder (ii) für auf den Index bezogene Termin- oder Optionskontrakte an der maßgeblichen Verbundenen Börse

zu erhalten.

„**Marktstörungsereignis**“ bezeichnet:

- (a) in Bezug auf einen Index, bei dem es sich nicht um einen Börsenübergreifenden Index handelt, den Eintritt oder das Bestehen (i) einer Handelsstörung, (ii) einer Börsenstörung, die jeweils nach Auffassung der Berechnungsstelle wesentlich ist, zu einem Zeitpunkt innerhalb des einstündigen Zeitraums, der mit dem maßgeblichen [Bewertungszeitpunkt] [Feststellungszeitpunkt] endet, oder (iii) eines Vorzeitigen Börsenschlusses, oder
- (b) in Bezug auf einen Index, bei dem es sich um einen Börsenübergreifenden Index handelt, entweder:
 - (i) (x) den Eintritt oder das Bestehen (jeweils in Bezug auf ein Bestandteilstwertpapier):
 - (1) einer Handelsstörung, die nach Auffassung der Berechnungsstelle wesentlich ist, zu einem Zeitpunkt innerhalb des einstündigen Zeitraums, der mit dem maßgeblichen [Bewertungszeitpunkt] [Feststellungszeitpunkt] für diejenige Börse endet, an der das betreffende Bestandteilstwertpapier hauptsächlich gehandelt wird,
 - (2) einer Börsenstörung, die nach Auffassung der Berechnungsstelle wesentlich ist, zu einem Zeitpunkt innerhalb des einstündigen Zeitraums, der mit dem maßgeblichen [Bewertungszeitpunkt] [Feststellungszeitpunkt] für diejenige Börse endet, an der das betreffende Bestandteilstwertpapier hauptsächlich gehandelt wird, oder
 - (3) eines Vorzeitigen Börsenschlusses, und
 - (y) den Fall, dass sämtliche Bestandteilstwertpapiere, in Bezug auf die eine Handelsstörung, eine Börsenstörung oder ein Vorzeitiger Börsenschluss eingetreten ist oder besteht, insgesamt mindestens 20 Prozent des Stands des Index ausmachen, oder
- (ii) den Eintritt oder das Bestehen (jeweils in Bezug auf Termin- oder Optionskontrakte, die auf den Index bezogen sind), (A) einer Handelsstörung, (B) einer Börsenstörung, die jeweils nach Auffassung der Berechnungsstelle wesentlich ist, zu einem Zeitpunkt innerhalb des einstündigen Zeitraums, der mit dem Bewertungszeitpunkt für die Verbundene Börse endet, oder (C) eines Vorzeitigen Börsenschlusses, und zwar jeweils in Bezug auf die betreffenden Termin- oder Optionskontrakte.

Für die Zwecke der Feststellung, ob zu irgendeinem Zeitpunkt ein Marktstörungsereignis in Bezug auf einen Index besteht, gilt Folgendes: Tritt zu irgendeinem Zeitpunkt in Bezug auf ein in dem Index enthaltenes Wertpapier oder das betreffende Bestandteilstwertpapier ein Marktstörungsereignis ein, so ergibt sich der jeweilige prozentuale Anteil des betreffenden Wertpapiers bzw.

Bestandteilswertpapiers am Stand des Index aus einem Vergleich zwischen (i) dem auf das betreffende Wertpapier bzw. Bestandteilswertpapier entfallenden Anteil am Stand des Index und (ii) dem Gesamtstand des Index, und zwar jeweils entweder: (x) sofern es sich bei dem Index nicht um einen Börsenübergreifenden Index handelt, unmittelbar vor dem Eintritt des jeweiligen Marktstörungsereignisses oder (y) sofern es sich bei dem Index um einen Börsenübergreifenden Index handelt, unter Zugrundelegung der amtlichen Eröffnungsgewichtungen, die jeweils von dem Index-Sponsor als Teil der „Markteröffnungsdaten“ veröffentlicht werden.

„**Planmäßiger Handelsschluss**“ ist in Bezug auf [die] [eine] Börse oder Verbundene Börse und einen Planmäßigen Handelstag der Zeitpunkt des planmäßigen werktäglichen Handelsschlusses an [der] [dieser] Börse oder Verbundenen Börse an dem betreffenden Planmäßigen Handelstag, wobei ein nachbörslicher Handel oder ein sonstiger Handel außerhalb der üblichen Börsenzeiten nicht berücksichtigt wird.

„**Handelsstörung**“ bezeichnet:

- (a) in Bezug auf einen Index, bei dem es sich nicht um einen Börsenübergreifenden Index handelt, jede Aussetzung oder Einschränkung des Handels (i) an einer oder mehreren maßgeblichen Börsen mit Wertpapieren, die mindestens 20 Prozent des Stands des betreffenden Index ausmachen, oder (ii) an einer maßgeblichen Verbundenen Börse mit auf den betreffenden Index bezogenen Termin- oder Optionskontrakten, die jeweils von der maßgeblichen Börse oder Verbundenen Börse oder von anderer Seite auferlegt wird (ob aufgrund von Kursschwankungen, die über die von der maßgeblichen Börse bzw. Verbundenen Börse zugelassenen Obergrenzen hinausgehen, oder aus sonstigen Gründen),
- (b) in Bezug auf einen Index, bei dem es sich um einen Börsenübergreifenden Index handelt, jede Aussetzung oder Einschränkung des Handels (i) mit einem Bestandteilswertpapier an der Börse für das betreffende Bestandteilswertpapier oder (ii) an der Verbundenen Börse mit auf den Index bezogenen Termin- oder Optionskontrakten, die jeweils von der maßgeblichen Börse oder Verbundenen Börse oder von anderer Seite auferlegt wird (ob aufgrund von Kursschwankungen, die über die von der maßgeblichen Börse bzw. Verbundenen Börse zugelassenen Obergrenzen hinausgehen, oder aus sonstigen Gründen).

[Im Fall von Schuldverschreibungen mit indexbezogener Verzinsung gilt Folgendes: „Planmäßiger Basiswertfeststellungstag“ bezeichnet einen Tag, der ursprünglich ohne den Eintritt eines zu einem Unterbrechungstag führenden Ereignisses der maßgebliche Feststellungstag gewesen wäre.]

[Im Fall von Schuldverschreibungen mit indexbezogener Rückzahlung gilt Folgendes: „Planmäßiger Bewertungstag“ bezeichnet einen Tag, der ursprünglich ohne den Eintritt eines zu einem Unterbrechungstag führenden Ereignisses ein Bewertungstag gewesen wäre.]

[Im Fall von Schuldverschreibungen mit Indexgebundener Rückzahlung gilt Folgendes:

„**Bewertungszeitpunkt**“ bezeichnet:

- (a) in Bezug auf einen Index, bei dem es sich nicht um einen Börsenübergreifenden Index handelt, [●] [den Planmäßigen Handelsschluss an der [maßgeblichen] Börse [am Bewertungstag] [an

einem] [an dem] [Basiswertfeststellungstag] in Bezug auf [jeden zu bewertenden Index] [den Index]. Falls die [maßgebliche] Börse vor ihrem jeweiligen Planmäßigen Handelsschluss schließt und der festgelegte Bewertungszeitpunkt nach dem tatsächlichen Ende des regulären Handels liegt, ist der tatsächliche Zeitpunkt des Handelsschlusses der Bewertungszeitpunkt.], oder

- (b) in Bezug auf einen Index, bei dem es sich um einen Börsenübergreifenden Index handelt, [●](i) für die Zwecke der Feststellung, ob ein Marktstörungsereignis eingetreten ist, gilt (x) in Bezug auf ein Bestandteilswertpapier der Planmäßige Handelsschluss an der maßgeblichen Börse und (y) in Bezug auf etwaige Options- oder Terminkontrakte auf den Index der Handelsschluss an der maßgeblichen Verbundenen Börse und (ii) in allen sonstigen Fällen der Zeitpunkt, auf Basis dessen der Index-Sponsor den offiziellen Schlusstand des Index berechnet und veröffentlicht].]

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE AUF EINE
ZUGRUNDE-
LIEGENDE AKTIE
ODER EINEN
KORB ZUGRUNDE-
LIEGENDER
AKTIEN BEZOGEN
SIND, GILT
FOLGENDES:**

Wenn [der Bewertungstag] [der] [ein] [Basiswertfeststellungstag] nach Auffassung der Berechnungsstelle ein Unterbrechungstag ist,

[Falls die Schuldverschreibungen auf eine einzelne Zugrundeliegende Aktie bezogen sind, gilt Folgendes: wird der [Bewertungstag] [oder] [gegebenenfalls] [betreffende] [Basiswertfeststellungstag] auf den ersten folgenden Planmäßigen Handelstag verlegt, der kein Unterbrechungstag ist, es sei denn, jeder der [acht] [●] unmittelbar auf den [Planmäßigen Bewertungstag] [oder] [gegebenenfalls] [Planmäßigen Basiswertfeststellungstag] folgenden Planmäßigen Handelstage ist ein Unterbrechungstag. In diesem Fall (i) gilt der [achte] [●] Planmäßige Handelstag als der [Bewertungstag] [oder] [gegebenenfalls] [betreffende] [Basiswertfeststellungstag], ungeachtet dessen, dass dieser Tag ein Unterbrechungstag ist, und (ii) ermittelt die Berechnungsstelle den [Referenzkurs] [jeweiligen] [Feststellungskurs] anhand ihrer nach Treu und Glauben vorgenommenen Schätzung des [Referenzkurses] [jeweiligen] [Feststellungskurses] zum [Bewertungszeitpunkt] [Feststellungszeitpunkt] an diesem [achten] [●] Planmäßigen Handelstag).]

[Falls die Schuldverschreibungen auf einen Korb Zugrundeliegender Aktien bezogen sind, gilt Folgendes: dann ist [der Bewertungstag] [oder] [gegebenenfalls] [der] [ein] [Basiswertfeststellungstag] für jede Zugrundeliegende Aktie, die durch den Eintritt eines Unterbrechungstages nicht betroffen ist, der [Planmäßige Bewertungstag] [oder] [gegebenenfalls] [Planmäßige Zugrundeliegende Feststellungstag], und der [Bewertungstag] [oder] [gegebenenfalls] [betreffende] [Basiswertfeststellungstag] für jede Zugrundeliegende Aktie, die durch den Eintritt eines Unterbrechungstages betroffen ist (jeweils eine „**Betroffene Aktie**“), der erste folgende Planmäßige Handelstag, der kein Unterbrechungstag in Bezug auf die Betroffene Aktie ist, es sei denn, jeder der [acht] [●] unmittelbar auf den [Planmäßigen Bewertungstag] [oder] [gegebenenfalls] [Planmäßigen Basiswertfeststellungstag] folgenden Planmäßigen Handelstage ist ein Unterbrechungstag in Bezug auf die Betroffene Aktie. In diesem Fall (i) gilt dieser [achte] [●] Planmäßige Handelstag als der [Bewertungstag] [oder] [gegebenenfalls] [betreffende] [Zugrundeliegende Feststellungstag] für die Betroffene Aktie, ungeachtet dessen, dass dieser Tag ein Unterbrechungstag ist, und (ii) ermittelt die Berechnungsstelle den [Referenzkurs] [jeweiligen] [Feststellungskurs] anhand ihrer nach Treu und Glauben vorgenommenen Schätzung des Werts der Betroffenen Aktie zum [Bewertungszeitpunkt] [Feststellungszeitpunkt] an diesem [achten] [●] Planmäßigen Handelstag) und im Übrigen nach Maßgabe der vorgenannten Bestimmungen.]

[Im Fall von Schuldverschreibungen mit aktienbezogener Verzinsung gilt Folgendes: „Feststellungszeitpunkt“ bezeichnet [●] [den Planmäßigen Handelsschluss an der maßgeblichen Börse am Basiswertfeststellungstag in Bezug auf [jede zu bewertende Zugrundeliegende Aktie] [die Zugrundeliegende Aktie].] [Falls die maßgebliche Börse vor ihrem Planmäßigen Handelsschluss schließt und der festgelegte Feststellungszeitpunkt nach dem tatsächlichen Ende des regulären Handels liegt, ist der tatsächliche Zeitpunkt des Handelsschlusses der Feststellungszeitpunkt.]

„Unterbrechungstag“ bezeichnet einen Planmäßigen Handelstag, an dem [die] [eine maßgebliche] Börse oder eine Verbundene Börse während ihrer üblichen Handelszeit nicht für den Handel geöffnet ist oder eine Marktstörung eingetreten ist.

„Börsengeschäftstag“ bezeichnet einen Planmäßigen Handelstag, an dem [die] [jede] Börse und jede Verbundene Börse zum Handel zu ihren jeweils üblichen Handelszeiten geöffnet ist, ungeachtet dessen, dass eine solche Börse oder Verbundene Börse vor dem Planmäßigen Handelsschluss geschlossen wird.

„Marktstörungereignis“ bezeichnet in Bezug auf eine Zugrundeliegende Aktie:

- (a) den Eintritt oder das Bestehen eines der folgenden Ereignisse zu irgendeinem Zeitpunkt während des einstündigen Zeitraums vor dem jeweiligen [Bewertungszeitpunkt] [Feststellungszeitpunkt]:
 - (i) einer Aussetzung oder Einschränkung des Handels durch die maßgebliche Börse oder Verbundene Börse oder in anderer Weise, sei es aufgrund von Preisbewegungen, die bestimmte Grenzen an der maßgeblichen Börse oder Verbundenen Börse überschreiten, oder aus anderen Gründen:
 - (A) an der Börse in Bezug auf die Zugrundeliegende Aktie, oder
 - (B) in auf die Zugrundeliegende Aktie bezogenen Termin- oder Optionskontrakten an einer maßgeblichen Verbundenen Börse, oder
 - (ii) eines Ereignisses (ausgenommen eines der nachstehend unter (b) beschriebenen Ereignisse), das es (nach Feststellung der Berechnungsstelle) Marktteilnehmern allgemein unmöglich macht oder erschwert, (A) an der Börse Geschäfte in der Zugrundeliegenden Aktie zu tätigen oder Marktpreise für die Zugrundeliegende Aktie zu erhalten, oder (B) Geschäfte in auf die Zugrundeliegende Aktie bezogenen Termin- oder Optionskontrakten an einer maßgeblichen Verbundenen Börse zu tätigen oder Marktpreise für diese Termin- oder Optionskontrakte zu erhalten und das nach Auffassung der Emittentin wesentlich ist, oder
- (b) die Schließung der maßgeblichen Börse oder einer oder mehrerer Verbundenen Börse(n) an einem Börsengeschäftstag vor ihrem regulären Handelsschluss. Dies gilt nicht, wenn die maßgebliche(n) Börsen bzw. Verbundene(n) Börsen den Handelsschluss mindestens eine Stunde vor (A) dem tatsächlichen regulären Handelsschluss dieser Börse(n) bzw. Verbundenen Börse(n) an diesem Börsengeschäftstag oder, wenn dieser Zeitpunkt früher liegt, (B) dem letzten Zeitpunkt für die Ordereingabe bei

der Börse oder Verbundenen Börse zur Ausführung zum [Bewertungszeitpunkt] [Feststellungszeitpunkt] an dem betreffenden Börsengeschäftstag ankündigt hat (bzw. haben).

[Im Fall von Schuldverschreibungen mit aktienbezogener Verzinsung gilt Folgendes: „Planmäßiger Basiswertfeststellungstag“ bezeichnet einen Tag, der ursprünglich ohne den Eintritt eines zu einem Unterbrechungstag führenden Ereignisses ein Basiswertfeststellungstag gewesen wäre.]

„**Planmäßiger Handelsschluss**“ ist in Bezug auf eine Börse oder Verbundene Börse und einen Planmäßigen Handelstag der Zeitpunkt des planmäßigen werktäglichen Handelsschlusses an dieser Börse oder Verbundenen Börse an dem betreffenden Planmäßigen Handelstag, wobei ein nachbörslicher Handel oder ein sonstiger Handel außerhalb der üblichen Börsenzeiten nicht berücksichtigt wird.

„**Planmäßiger Handelstag**“ bezeichnet jeden Tag, an dem die Öffnung [der] [jeder] Börse und jeder Verbundenen Börse zum Handel zu ihren jeweils üblichen Handelszeiten vorgesehen ist.

[Im Fall von Schuldverschreibungen mit aktienbezogener Rückzahlung gilt Folgendes: „Planmäßiger Bewertungstag“ bezeichnet jeden Tag, der ursprünglich ohne den Eintritt eines zu einem Unterbrechungstag führenden Ereignisses der jeweilige Bewertungstag gewesen wäre.]

[Im Fall von Schuldverschreibungen mit aktienbezogener Rückzahlung gilt Folgendes: „Bewertungszeitpunkt“ bezeichnet [●] [den Planmäßigen Handelsschluss an der maßgeblichen Börse am Bewertungstag in Bezug auf jede zu bewertende Zugrundeliegende Aktie. Falls die maßgebliche Börse vor ihrem jeweiligen Planmäßigen Handelsschluss schließt und der festgelegte Bewertungszeitpunkt nach dem tatsächlichen Ende des regulären Handels liegt, ist der tatsächliche Zeitpunkt des Handelsschlusses der Bewertungszeitpunkt.]]

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE AUF EINEN
ROHSTOFF ODER
EINEN
ROHSTOFFKORB
BEZOGEN SIND,
GILT
FOLGENDES:¹⁵⁰**

[●]

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE AUF EINEN
FONDS ODER
EINEN
FONDSKORB
BEZOGEN SIND,
GILT
FOLGENDES:¹⁵¹**

[●]

¹⁵⁰ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

¹⁵¹ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

IM FALL VON
ANDERE TYPEN
VON SCHULDVER-
SCHREIBUNGEN,
GILT
FOLGENDES:¹⁵²

[●]

SOFERN ANWENDBAR, IM FALL VON AUF EINEN ODER MEHRERE BASISWERTE BEZOGENEN
SCHULDVERSCHREIBUNGEN GILT FOLGENDES:

§ [8]

ANPASSUNGEN, AUSSERORDENTLICHE EREIGNISSE UND KÜNDIGUNG

IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE AUF EINEN
INDEX ODER
EINEN INDEXKORB
BEZOGEN SIND,
GILT FOLGENDES:

(1) *Nachfolgeindex.* Wird [der] [ein] Index (a) nicht mehr von dem Index-Sponsor, sondern von einem Nachfolgesponsor, welchen die Berechnungsstelle für geeignet hält, berechnet und veröffentlicht oder (b) durch einen Nachfolgeindex ersetzt, welcher nach der Feststellung der Berechnungsstelle dieselbe oder eine im Wesentlichen gleiche Formel und Methode zur Berechnung dieses Index verwendet, so gilt dieser Index (der „**Nachfolgeindex**“ oder, in Bezug auf jeden Nachfolgeindex, der jeweilige „**Nachfolgeindex-Sponsor**“) jeweils als Index.

(2) *Veränderung und Einstellung der Berechnung eines Index.*

Falls

(a) [der] [ein] Index-Sponsor an oder vor [dem Bewertungstag] [dem] [einem] [Basiswertfeststellungstag] eine wesentliche Veränderung hinsichtlich der Formel oder Methode zur Berechnung des [maßgeblichen] Index vornimmt oder ankündigt oder den [maßgeblichen] Index auf irgendeine sonstige Weise wesentlich verändert (mit Ausnahme einer Veränderung, die bereits im Rahmen der Formel oder der Methode zur Berechnung des Index für den Fall der Veränderung der Zusammensetzung der dem [maßgeblichen] Index zugrunde liegenden Aktien und Kapitalisierung, Kontrakte oder Rohstoffe oder anderer Routinemaßnahmen vorgesehen ist) (eine „**Indexveränderung**“), oder

(b) [der] [ein] Index-Sponsor den [maßgeblichen] Index dauerhaft einstellt und kein Nachfolgeindex verfügbar ist (eine „**Indexeinstellung**“), oder

(c) [der] [ein] Index-Sponsor oder gegebenenfalls der Nachfolgeindex-Sponsor [einen] [den] [betreffenden] Index an [dem Bewertungstag] [dem] [einem] Basiswertfeststellungstag nicht berechnet und veröffentlicht (eine „**Indexstörung**“ und zusammen mit einer Indexveränderung und einer Indexeinstellung jeweils ein „**Index-Anpassungsereignis**“),

dann

¹⁵² Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

- (i) wird die Berechnungsstelle bestimmen, ob dieses Index-Anpassungsereignis eine wesentliche Auswirkung auf die Schuldverschreibungen hat, und wird in diesem Fall den [Referenzkurs] [jeweiligen] [Feststellungskurs] [und/oder] [den Anfangskurs] [und/oder] [den Zinssatz] berechnen, indem sie anstelle eines veröffentlichten Indexstands den Stand des Index zum [Bewertungszeitpunkt an dem Bewertungstag] [Feststellungszeitpunkt an dem Basiswertfeststellungstag] zugrunde legt, wobei die Berechnungsstelle diejenige Formel und Methode zur Berechnung des Index anwendet, welche vor der Änderung, Nicht-Berechnung bzw. Nicht-Veröffentlichung oder Einstellung zuletzt angewandt wurde, jedoch unter Berücksichtigung nur derjenigen Wertpapiere, die unmittelbar vor dem Index-Anpassungsereignis in dem Index enthalten waren, oder
- (ii) wird die Emittentin die Schuldverschreibungen durch Mitteilung an die Gläubiger der Schuldverschreibungen gemäß § [15] insgesamt, jedoch nicht teilweise zurückzahlen, wobei jeder Nennbetrag von Schuldverschreibungen in Höhe [im Fall von Deutschen Schuldverschreibungen gilt Folgendes: der Festgelegten Stückelung] [im Fall von Englischen Schuldverschreibungen gilt Folgendes: des Berechnungsbetrags] zum Vorzeitigen Rückzahlungsbetrag zurückgezahlt wird.

Nach Eintritt eines Index-Anpassungsereignisses wird die Berechnungsstelle die Gläubiger der Schuldverschreibungen so bald wie möglich gemäß § [15] unter Angabe von Einzelheiten der diesbezüglich vorgesehenen Maßnahmen unterrichten.

IM FALL VON SCHULDVER-SCHREIBUNGEN, DIE AUF EINE ZUGRUNDE-LIEGENDE AKTIE ODER EINEN KORB ZUGRUNDE-LIEGENDER AKTIEN BEZOGEN SIND, GILT FOLGENDES:

- [(1)] **[Im Fall eines Möglichen Anpassungsereignisses gilt Folgendes: Mögliches Anpassungsereignis.** Die Berechnungsstelle wird nach Meldung der Umstände eines Möglichen Anpassungsereignisses durch [den] [einen] Aktienemittenten auf angemessene und wirtschaftlich vernünftige Weise feststellen, ob dieses Mögliche Anpassungsereignis eine verwässernde, werterhöhende oder sonstige Wirkung auf den theoretischen Wert der Zugrundeliegenden Aktie hat; stellt sie eine solche Wirkung fest, wird sie (a) gegebenenfalls eine entsprechende Anpassung [des Referenzkurses] [des] [jeweiligen] [Feststellungskurses] [und/oder des Anfangskurses] [und/oder] [des Zinssatzes] [und/oder] [des Rückzahlungsbetrags] [und/oder] [des Basiskurses] [und/oder des Multiplikators] (oder mehrerer dieser Faktoren) und/oder gegebenenfalls weiterer Bestimmungen dieser Bedingungen vornehmen, die nach Feststellung der Berechnungsstelle (die diese auf angemessene und wirtschaftlich vernünftige Weise getroffen hat) geeignet ist, dieser verwässernden oder werterhöhenden Wirkung Rechnung zu tragen (wobei keine Anpassungen vorgenommen werden, die lediglich Veränderungen der Volatilität, der erwarteten Dividenden, des Wertpapierleihesatzes oder der Liquidität hinsichtlich der jeweiligen Zugrundeliegenden Aktie Rechnung tragen sollen) und (b) den Tag des Wirksamwerdens dieser Anpassung festlegen. Die Berechnungsstelle kann (muss jedoch nicht) die entsprechende Anpassung unter Verweisung auf diejenige Anpassung

bezüglich eines Möglichen Anpassungsereignisses festlegen, die durch eine Optionsbörse in Bezug auf an dieser Optionsbörse gehandelten Optionen auf die Zugrundeliegende Aktie vorgenommen wurde.

Nach Vornahme einer solchen Anpassung wird die Berechnungsstelle die Gläubiger der Schuldverschreibungen hiervon sobald wie möglich gemäß § [15] unter Angabe der vorgenommenen Anpassung [des Referenzkurses] [des] [jeweiligen] [Feststellungskurses] [und/oder des Anfangskurses] [und/oder] [des Zinssatzes] [und/oder] [des Rückzahlungsbetrags] [und/oder] [des Basiskurses] [und/oder des Multiplikators] und/oder gegebenenfalls weiterer Bestimmungen dieser Bedingungen sowie einer kurzen Beschreibung des Möglichen Anpassungsereignisses unterrichten.]

[(2)] **[Falls sich Schuldverschreibungen auf Zugrundeliegende Aktien beziehen, die ab dem Handelstag in einer anderen Währung eines Mitgliedstaats der Europäischen Union als Euro notiert oder gehandelt werden, gilt Folgendes: Umrechnung in Euro.** Falls eine Zugrundeliegende Aktie zu irgendeinem Zeitpunkt nach dem Handelstag an der [betreffenden Börse] **[wenn keine Börse angegeben ist, gilt Folgendes:** an dem Hauptmarkt, an dem diese Zugrundeliegende Aktie gehandelt wird,] ausschließlich in Euro notiert oder gehandelt wird, wird die Berechnungsstelle eine Anpassung [des Referenzkurses] [des [jeweiligen] Feststellungskurses] [und/oder des Anfangskurses] [und/oder] [des Zinssatzes] [und/oder] [des Rückzahlungsbetrags] [und/oder] [des Basiskurses] [und/oder des Multiplikators] (oder mehrerer dieser Faktoren) und/oder gegebenenfalls weiterer Bestimmung dieser Bedingungen, die nach Feststellung durch die Berechnungsstelle (die diese auf angemessene und wirtschaftlich vernünftige Weise getroffen hat) geeignet ist, den wirtschaftlichen Bedingungen der Schuldverschreibungen zu erhalten. Die Berechnungsstelle wird jedwede für die Zwecke einer solchen Anpassung notwendige Umrechnung ab dem [Bewertungszeitpunkt] [Feststellungszeitpunkt] zu einem angemessenen von der Berechnungsstelle festgestellten und zum [Bewertungszeitpunkt] [Feststellungszeitpunkt] geltenden Devisenkassamittelkurs vornehmen. Anpassungen gemäß dieser Bestimmung wirken sich nicht auf die Währung aus, in der eine Zahlungsverpflichtung aus den Schuldverschreibungen zu erfüllen ist.

[(3)] **[De-listing, Fusionsereignis, Verstaatlichung [,] [und] Insolvenz] [und] [Übernahmeangebot].** Im Fall [eines De-listing, eines Fusionsereignisses, einer Verstaatlichung[,], [oder] einer Insolvenz] [oder eines Übernahmeangebots] [jeweils] in Bezug auf eine Zugrundeliegende Aktie kann die Emittentin nach ihrem alleinigen und freien Ermessen entweder:

(a) die Berechnungsstelle auffordern, auf angemessene und wirtschaftlich vernünftige Weise eine gegebenenfalls hinsichtlich [des Referenzkurses] [des [jeweiligen] Feststellungskurses] [und/oder] [des Anfangskurses] [und/oder] [des Zinssatzes] [und/oder] [des Rückzahlungsbetrags] [und/oder] [des Basiskurses] [und/oder des Multiplikators] (oder mehrerer dieser Faktoren) und/oder gegebenenfalls weiterer Bestimmungen dieser Bedingungen vorzunehmende entsprechende Anpassung festzulegen, die [dem De-listing, dem Fusionsereignis, der Verstaatlichung[,], [oder] der Insolvenz] [oder] [dem Übernahmeangebot] Rechnung trägt, und den Tag des Wirksamwerdens dieser Anpassung festzulegen. Die Berechnungsstelle kann (muss jedoch nicht) die entsprechende

Anpassung unter Verweisung auf diejenige Anpassung bezüglich [des De-listing, des Fusionsereignisses, der Verstaatlichung[,] [oder] der Insolvenz] [oder] [des Übernahmeangebots] festlegen, die durch eine Optionsbörse in Bezug auf an dieser Optionsbörse gehandelten Optionen auf die Zugrundeliegende Aktie vorgenommen wurde, oder

- (b) die Schuldverschreibungen durch Mitteilung an die Gläubiger der Schuldverschreibungen gemäß § [15] insgesamt, jedoch nicht teilweise zurückzahlen, wobei jeder Nennbetrag von Schuldverschreibungen in Höhe **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** der Festgelegten Stückelung] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** des Berechnungsbetrags] zum Vorzeitigen Rückzahlungsbetrag zurückgezahlt wird.

Die Berechnungsstelle wird die Gläubiger der Schuldverschreibungen sobald wie möglich gemäß § [15] nach Eintritt [eines De-listing, eines Fusionsereignisses, einer Verstaatlichung[,] [oder] einer Insolvenz] [oder] [eines Übernahmeangebots] unter Angabe näherer Einzelheiten sowie der diesbezüglich vorgesehenen Maßnahmen über den Eintritt [des De-listing, des Fusionsereignisses, der Verstaatlichung[,] [oder] der Insolvenz] [oder] [des Übernahmeangebots] unterrichten.

- [(4)] *Begriffsbestimmungen.* Für die Zwecke diese Bedingungen kommt den nachstehend aufgeführten Begriffen jeweils die folgende Bedeutung zu:

„**De-listing**“ bezeichnet in Bezug auf eine betreffende Zugrundeliegende Aktie eine Bekanntmachung der Börse, dass gemäß den Regeln dieser Börse die (öffentliche) Notierung oder der Handel dieser Zugrundeliegenden Aktie gleich aus welchem Grund (mit Ausnahme eines Fusionsereignisses [oder eines Übernahmeangebots]) widerrufen bzw. eingestellt (werden) wird und die Notierung oder der Handel der Zugrundeliegenden Aktie an einer Börse oder einem Notierungssystem, die bzw. das sich in demselben Land wie die Börse (bzw. wenn sich die Börse in der Europäischen Union befindet, in einem ihrer Mitgliedstaaten) befindet, nicht unmittelbar wieder aufgenommen wird.

„**Insolvenz**“ bezeichnet den Umstand, dass aufgrund eines freiwilligen oder unfreiwilligen Liquidations-, Konkurs-, Insolvenz-, Auflösungs- oder Abwicklungsverfahrens oder eines vergleichbaren Verfahrens, das den Aktienemittenten betrifft, (A) sämtliche Zugrundeliegenden Aktien dieses Aktienemittenten auf einen Insolvenzverwalter, Treuhänder, Liquidator oder einen vergleichbaren Amtsträger zu übertragen sind, oder (B) den Inhabern der Zugrundeliegenden Aktien des betreffenden Aktienemittenten eine Übertragung der Zugrundeliegenden Aktien von Gesetzes wegen verboten ist.

„**Fusionstag**“ ist der Stichtag eines Fusionsereignisses oder, wenn nach den jeweiligen für ein solches Fusionsereignis geltenden Gesetzen kein Stichtag bestimmt werden kann, ein anderer von der Berechnungsstelle festgelegter Tag.

„**Fusionsereignis**“ bezeichnet in Bezug auf eine betreffende Zugrundeliegende Aktie (a) eine Gattungsänderung oder sonstige Änderung dieser Zugrundeliegenden Aktie, die zu einer Übertragung oder einer unwiderruflichen Verpflichtung zur Übertragung aller betreffenden ausstehenden Zugrundeliegenden Aktien auf ein anderes Unternehmen

oder eine andere Person führt, (b) die Konsolidierung, Verschmelzung, Fusion oder einen verbindlichen Aktientausch des Aktienemittenten mit einem anderen Unternehmen oder einer anderen Person oder auf ein anderes Unternehmen oder eine andere Person (mit Ausnahme einer Konsolidierung, Verschmelzung, Fusion oder eines verbindlichen Aktientauschs, bei der bzw. dem der Aktienemittent das fortbestehende Unternehmen ist und die bzw. der nicht zu einer Gattungsänderung oder sonstigen Änderung aller betreffenden ausstehenden Zugrundeliegenden Aktien führt), (c) ein Übernahmeangebot, Tauschangebot, eine Aufforderung, ein Angebot oder eine sonstige Maßnahme, das bzw. die zu einer Übertragung oder einer unwiderruflichen Verpflichtung zur Übertragung aller solcher Zugrundeliegenden Aktien (außer Zugrundeliegenden Aktien im Eigentum oder unter der Kontrolle des betreffenden anderen Unternehmens oder der betreffenden anderen Person) führt und durch ein Unternehmen oder eine Person mit dem Ziel erfolgt, 100 Prozent der ausstehenden Zugrundeliegenden Aktien des Aktienemittenten zu erwerben, oder (d) die Konsolidierung, Verschmelzung, Fusion oder einen verbindlichen Aktientausch des Aktienemittenten oder seiner Tochtergesellschaften mit einem anderen Unternehmen oder auf ein anderes Unternehmen, bei der bzw. dem der Aktienemittent das fortbestehende Unternehmen ist und die bzw. der nicht zu einer Gattungsänderung oder sonstigen Änderung aller betreffenden ausstehenden Zugrundeliegenden Aktien, sondern dazu führt, dass die unmittelbar vor diesem Ereignis ausstehenden Zugrundeliegenden Aktien (außer Zugrundeliegenden Aktien im Eigentum oder unter der Kontrolle des betreffenden anderen Unternehmens) insgesamt weniger als 50 Prozent der unmittelbar nach diesem Ereignis ausstehenden Zugrundeliegenden Aktien darstellen, sofern der Fusionstag jeweils an oder vor dem letzten [Bewertungstag] [betreffenden] Basiswertfeststellungstag] oder, falls die Schuldverschreibungen durch Lieferung der Zugrundeliegenden Aktien zurückzuzahlen sind, dem Fälligkeitstag liegt.

„**Verstaatlichung**“ bezeichnet den Umstand, dass sämtliche Zugrundeliegenden Aktien oder sämtliche bzw. im Wesentlichen sämtliche Vermögensgegenstände des Aktienemittenten verstaatlicht oder enteignet werden oder auf sonstige Art und Weise an eine Regierungsstelle, Behörde oder sonstige staatliche Stelle oder ein Organ dieser Stellen zu übertragen sind.

„**Mögliches Anpassungsereignis**“ bezeichnet eines der folgenden Ereignisse:

- (a) eine Unterteilung, Zusammenlegung oder Gattungsänderung von betreffenden Zugrundeliegenden Aktien (sofern dies nicht zu einem Fusionsereignis führt) sowie die unentgeltliche Ausschüttung oder Zuteilung von Zugrundeliegenden Aktien an bestehende Aktionäre in Form von Bonusaktien, Gratisaktien oder mittels ähnlicher Maßnahmen,
- (b) eine Ausschüttung, Ausgabe oder Dividende an bestehende Aktionäre der betreffenden Zugrundeliegenden Aktien in Form von (i) solchen Zugrundeliegenden Aktien oder (ii) sonstigen Beteiligungsrechten oder Wertpapieren, die zur Ausschüttung einer Dividende und/oder anteiligen Auskehrung des Liquidationserlöses im Hinblick auf den betreffenden Aktienemittenten entsprechend oder anteilmäßig zu den entsprechenden Zahlungen an Aktionäre dieser

Zugrundeliegenden Aktien berechtigen, oder (iii) Beteiligungsrechten oder sonstigen Wertpapieren eines anderen Emittenten, den der Aktienemittent (direkt oder indirekt) infolge einer Spaltung oder einer ähnlichen Transaktion erworben hat oder die sich infolge dessen in seinem Besitz befinden, oder (iv) sonstigen Wertpapieren, Options- oder anderen Rechten oder Vermögenswerten, die jeweils für eine unter dem vorherrschenden von der Berechnungsstelle festgestellten Marktpreis liegende, in Barmitteln oder Sachwerten bestehende Gegenleistung gewährt oder geleistet werden,

- (c) eine Leistung, bei der es sich nach Feststellung der Berechnungsstelle um eine außerordentliche Dividende handelt,
- (d) eine Einzahlungsaufforderung seitens des Aktienemittenten in Bezug auf nicht voll eingezahlte Zugrundeliegende Aktien,
- (e) ein Rückkauf der jeweiligen Zugrundeliegenden Aktien durch den Aktienemittenten oder eine seiner Tochtergesellschaften, unabhängig davon, ob der Rückkauf aus Gewinn- oder Kapitalrücklagen erfolgt oder ob der Kaufpreis in Form von Barmitteln, Wertpapieren oder auf sonstige Weise entrichtet wird, oder
- (f) ein Ereignis in Bezug auf den Aktienemittenten, das dazu führt, dass Aktionärsrechte begeben werden oder von Stammaktien oder anderen Aktien des Aktienemittenten abgetrennt werden und dies gemäß einem Aktionärsrechteplan oder einer ähnlichen Maßnahme zur Abwehr von feindlichen Übernahmen geschieht, der bzw. die beim Eintritt bestimmter Ereignisse die Ausgabe von Vorzugsaktien, Optionsrechten, Wertpapieren oder Bezugsrechten zu einem unter dem von der Berechnungsstelle festgestellten Marktpreis liegenden Preis vorsieht, wobei eine infolge eines solchen Ereignisses getroffene Anpassung bei einer Einlösung solcher Rechte erneut anzupassen ist, und
- (g) sonstige Umstände, die nach Auffassung der Berechnungsstelle eine verwässernde, werterhöhende oder sonstige Wirkung auf den theoretischen Wert der betreffenden Zugrundeliegenden Aktien haben.

[„Übernahmeangebot“ bezeichnet ein Übernahmeangebot, Tauschangebot, eine Aufforderung, ein Angebot oder eine sonstige Maßnahme seitens eines Unternehmens oder einer Person, das bzw. die dazu führt, dass dieses Unternehmen oder diese Person durch Umwandlung oder sonst in irgendeiner Weise mehr als 10 Prozent, aber weniger als 100 Prozent der ausstehenden stimmberechtigten Aktien des Aktienemittenten erwirbt oder anderweitig erhält oder zu deren Erhalt berechtigt ist, soweit dies von der Berechnungsstelle auf der Grundlage von Mitteilungen an staatliche Stellen oder Selbstregulierungsorgane oder anhand anderer nach Auffassung der Berechnungsstelle maßgeblicher Informationen festgestellt wird.]

[„Handelstag“ ist [●].]

IM FALL VON SCHULDVER-

- (1) *Verspätete Veröffentlichung.* Stellt die Berechnungsstelle fest, dass in Bezug auf einen Index ein Auslöser der Zeitverzögerten

**SCHREIBUNGEN,
DIE AUF EINEN
INFLATIONSINDEX
ODER EINEN
INFLATIONSINDEX-
KORB BEZOGEN
SIND, GILT
FOLGENDES:**

Indexstandfeststellung in Bezug auf einen Feststellungstag eingetreten ist, so wird der maßgebliche Stand des betreffenden Index, der Gegenstand des jeweiligen Auslösers der Zeitverzögerten Indexfeststellung ist (der „Ersatzindexstand“) von der Berechnungsstelle **[falls „Bezugsanleihe“ nicht anwendbar ist, gilt Folgendes:** unter Anwendung der folgenden Formel] **[falls „Bezugsanleihe“ anwendbar ist, gilt Folgendes:** wie folgt] festgestellt:

- (a) die Berechnungsstelle stellt den Ersatzindexstand unter Zugrundelegung des entsprechenden Indexstands fest, der gemäß den Emissionsbedingungen der maßgeblichen Bezugsanleihe festgestellt wurde, oder
- (b) sollte die Berechnungsstelle nicht in der Lage sein, einen Ersatzindexstand gemäß vorstehendem Unterabsatz (a) zu ermitteln, so stellt die Berechnungsstelle den Ersatzindexstand unter Anwendung der folgenden Formel fest:]

$$\text{Ersatzindexstand} = \text{Basisstand} \times (\text{Letzer Stand/Referenzstand})$$

wobei:

„**Basisstand**“ in Bezug auf einen Inflationsindex den Stand dieses Inflationsindex (unter Ausschluss etwaiger vorab veröffentlichter Schätzungen) bezeichnet, der von dem jeweiligen Inflationsindex-Sponsor in Bezug auf den Monat veröffentlicht bzw. bekannt gegeben wird, der dem Monat, für den der Ersatzindexstand festgestellt wird, 12 Kalendermonate vorausgeht.

„**Letzer Stand**“ in Bezug auf einen Inflationsindex den letzten Stand dieses Inflationsindex (unter Ausschluss etwaiger vorab veröffentlichter Schätzungen) bezeichnet, der von dem jeweiligen Inflationsindex-Sponsor vor dem Monat veröffentlicht bzw. bekannt gegeben wird, in Bezug auf den der Ersatzindexstand festgestellt wird.

„**Referenzstand**“ in Bezug auf einen Inflationsindex den Stand dieses Inflationsindex (unter Ausschluss etwaiger vorab veröffentlichter Schätzungen) bezeichnet, der von dem jeweiligen Inflationsindex-Sponsor in Bezug auf den Monat veröffentlicht bzw. bekannt gegeben wird, der dem Monat, auf den sich der Letzte Stand bezieht, 12 Kalendermonate vorausgeht.

Die Emittentin unterrichtet die Gläubiger der Schuldverschreibungen durch Mitteilung gemäß § [15] von jedem gemäß diesem § [8](1) festgestellten Ersatzindexstand

- (2) *Einstellung der Veröffentlichung.* Wenn der Stand des Inflationsindex zwei aufeinander folgende Monate lang nicht veröffentlicht bzw. nicht bekannt gegeben wurde oder wenn der Inflationsindex-Sponsor bekannt gibt, dass er den Inflationsindex nicht länger veröffentlichen bzw. bekannt geben wird, hat die Berechnungsstelle für die Zwecke der inflationsgebundenen Schuldverschreibungen einen Nachfolgeindex (anstelle eines zuvor geltenden Inflationsindex) unter Anwendung der folgenden Methodik zu bestimmen:

- (i) **[falls „Bezugsanleihe“ anwendbar ist, gilt Folgendes:** wenn von der Berechnungsstelle zu irgendeinem Zeitpunkt gemäß den

Emissionsbedingungen der Bezugsanleihe ein Nachfolgeindex bestimmt wurde, so wird dieser Nachfolgeindex als „Nachfolgeindex“ bestimmt, ungeachtet dessen, dass zuvor möglicherweise bereits ein anderer Nachfolgeindex gemäß den nachstehenden Absätzen (ii), (iii) oder (iv) bestimmt worden ist, oder]

- (ii) wenn **[falls „Bezugsanleihe“ anwendbar ist, gilt Folgendes:** ein Nachfolgeindex nicht gemäß § [8](2)(i)] bestimmt wurde und] durch den Inflationsindex-Sponsor eine Mitteilung bzw. eine Bekanntgabe dahingehend erfolgt ist, dass ein von dem Inflationsindex-Sponsor bestimmter als Ersatz dienender Inflationsindex an die Stelle des Inflationsindex treten wird, und wenn die Berechnungsstelle feststellt, dass der betreffende als Ersatz dienende Inflationsindex unter Anwendung derselben oder einer im Wesentlichen gleichen Berechnungsformel oder -methode berechnet wird, die auch bei der Berechnung des zuvor geltenden Inflationsindex angewandt wurde, gilt dieser als Ersatz dienende Index vom Tag des Inkrafttretens dieses als Ersatz dienenden Inflationsindex für die Zwecke der inflationsgebundenen Schuldverschreibungen als „Inflationsindex“, oder
- (iii) wurde ein Nachfolgeindex nicht gemäß § [8](2)(i) **[falls „Bezugsanleihe“ anwendbar ist, gilt Folgendes:** oder § [8](2)(ii)] bestimmt, so bittet die Berechnungsstelle fünf führende unabhängige Händler um Angabe, welches der als Ersatz für den Inflationsindex dienende Index sein sollte. Wenn vier oder fünf dieser führenden unabhängigen Händler antworten und davon mindestens drei denselben Index angeben, gilt dieser Index als „Nachfolgeinflationsindex“. Wenn drei dieser führenden unabhängigen Händler antworten und davon mindestens zwei denselben Index angeben, gilt dieser Index als „Nachfolgeinflationsindex“. Wenn weniger als drei dieser führenden unabhängigen Händler antworten, richtet sich das weitere Vorgehen der Berechnungsstelle nach § [8](2)(iv)], oder
- (iv) wurde bis zum nächstfolgenden Stichtag kein als Ersatz dienender Index bzw. Nachfolgeinflationsindex gemäß § [8](2)(i), § [8](2)(ii) **[falls „Bezugsanleihe“ anwendbar ist, gilt Folgendes:** oder § [8](2)(iii)] bestimmt, so wird die Berechnungsstelle ab dem jeweiligen Stichtag einen geeigneten Alternativindex bestimmen, und dieser Index gilt als „Nachfolgeinflationsindex“, oder
- (v) wenn die Berechnungsstelle feststellt, dass es keinen geeigneten Alternativindex gibt, unterrichtet die Emittentin im Fall von Anleihen die Gläubiger der Schuldverschreibungen durch Mitteilung gemäß § [15] und zahlt die Schuldverschreibungen insgesamt, jedoch nicht teilweise, zurück, wobei jeder Nennbetrag von Schuldverschreibungen in Höhe **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** der Festgelegten Stückelung] **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** des Berechnungsbetrags]] zum Vorzeitigen Rückzahlungsbetrag zurückgezahlt wird.

(3) *Rücksetzung des Inflationsindex.* Wenn die Berechnungsstelle feststellt,

dass eine Rücksetzung des Inflationsindex zu einem bestimmten Zeitpunkt erfolgt ist bzw. erfolgen wird, wird der zurückgesetzte Inflationsindex (der „**Zurückgesetzte Index**“) ab dem Rücksetzungstag für die Zwecke der Feststellung des Stands des Inflationsindex herangezogen; dies gilt jedoch mit der Maßgabe, dass die Berechnungsstelle Anpassungen **[falls „Bezugsanleihe“ anwendbar ist, gilt Folgendes:** die jeweils von der für Berechnungen zuständigen Stelle gemäß den Emissionsbedingungen der Bezugsanleihe vorgenommen werden,] an den Ständen des Zurückgesetzten Index vornimmt, so dass diese Stände des Zurückgesetzten Index dieselbe Inflationsrate widerspiegeln wie der Index vor seiner Rücksetzung.

- (4) *Wesentliche Änderung vor dem letzten Stichtag.* Wenn der Inflationsindex-Sponsor an oder vor dem letzten Stichtag bekannt gibt, dass er eine wesentliche Änderung bei dem Inflationsindex vornehmen wird, wird die Berechnungsstelle daraufhin **[falls „Bezugsanleihe“ anwendbar ist, gilt Folgendes:** sämtliche Anpassungen entsprechend den Anpassungen vornehmen, die bei der Bezugsanleihe vorgenommen wurden] **[falls „Bezugsanleihe“ nicht anwendbar ist, gilt Folgendes:** nur diejenigen Anpassungen bei dem Inflationsindex vornehmen, die erforderlich sind, um den geänderten Inflationsindex als Inflationsindex beizubehalten].
- (5) *Begriffsbestimmungen:* Für die Zwecke dieses § [8] kommt den nachstehend aufgeführten Begriffen jeweils die folgende Bedeutung zu:

„**Stichtag**“ bezeichnet in Bezug auf einen Feststellungstag den [●][fünften Geschäftstag vor dem jeweiligen Feststellungstag].

„**Auslöser der Zeitverzögerten Indexstandfeststellung**“ bezeichnet in Bezug auf einen Feststellungstag und einen Inflationsindex den Fall, dass der betreffende Index-Sponsor zu irgendeinem Zeitpunkt an oder vor dem Stichtag den Stand des betreffenden Index (der „**Maßgebliche Stand**“) in Bezug auf einen Referenzmonat nicht veröffentlicht bzw. bekannt gibt, der bei einer von der Emittentin in Bezug auf den jeweiligen Feststellungstag vorzunehmenden Berechnung oder Feststellung heranzuziehen ist.

„**Feststellungstag**“ bezeichnet [●].

[Falls „Bezugsanleihe“ anwendbar ist, gilt Folgendes: „**Endtag**“ bezeichnet: [●].

„**Ausweichenanleihe**“ bezeichnet in Bezug auf einen Inflationsindex eine von der Berechnungsstelle ausgewählte und von der Regierung des Landes, auf dessen Inflationsrate sich der betreffende Inflationsindex bezieht, begebene Anleihe, auf die ein Kupon bzw. ein Rückzahlungsbetrag gezahlt wird, dessen Berechnung unter Zugrundelegung des betreffenden Inflationsindex erfolgt, und deren Fälligkeitstag entweder (a) mit dem Endtag zusammenfällt, (b) auf den unmittelbar auf den Endtag folgenden Fälligkeitstermin fällt, sofern am Endtag keine solche Anleihe fällig wird, oder (c) auf den letztmöglichen Fälligkeitstermin vor dem Endtag fällt, sofern von der Berechnungsstelle keine Anleihe im Sinne von Unterabsatz (a) bzw. (b) ausgewählt wurde. **[falls sich der maßgebliche Inflationsindex auf die Inflationsrate in der Europäischen Währungsunion bezieht, gilt Folgendes:** Die Berechnungsstelle wird eine inflationsgebundene Anleihe auswählen, bei der es sich um einen Schuldtitel der Regierung (nicht jedoch einer Regierungsstelle) von Frankreich, Italien, Deutschland oder Spanien handelt und auf die ein Kupon bzw. ein Rückzahlungsbetrag gezahlt wird,

dessen Berechnung unter Zugrundelegung der Inflationsrate in der Europäischen Währungsunion erfolgt.] In jedem Fall wird die Berechnungsstelle die Ausweichanleihe aus denjenigen inflationsgebundenen Anleihen auswählen, die an oder vor dem Tag der Begebung begeben wurden, wobei die Berechnungsstelle für den Fall, dass mehr als eine inflationsgebundene Anleihe an demselben Tag fällig wird, die Ausweichanleihe aus den letztgenannten Anleihen auswählen muss. Kommt die Ausweichanleihe zur Rückzahlung, so kann die Berechnungsstelle auf derselben Grundlage eine neue Ausweichanleihe auswählen, wobei die Auswahl jedoch unter allen zulässigen Anleihen getroffen wird, die im Zeitpunkt der Rückzahlung der ursprünglichen Ausweichanleihe in Umlauf sind (einschließlich jeder Anleihe, gegen die die zurückgezahlte Anleihe ausgetauscht wird).]

„Referenzmonat“ bezeichnet den Kalendermonat, für den der Stand des Inflationsindex mitgeteilt wurde, und zwar unabhängig von dem Zeitpunkt der Veröffentlichung bzw. Bekanntgabe dieser Information. Handelt es sich bei dem Zeitraum, für den der Maßgebliche Stand mitgeteilt wurde, nicht um einen Monat, so gilt derjenige Zeitraum als Referenzmonat, für den der Maßgebliche Stand mitgeteilt wurde.

[Falls „Bezugsanleihe“ anwendbar ist, gilt Folgendes: „Bezugsanleihe“ bezeichnet in Bezug auf einen Inflationsindex [●][falls „Ausweichanleihe“ anwendbar ist, gilt Folgendes: Wenn die Bezugsanleihe vor dem Endtag zur Rückzahlung gelangt bzw. fällig wird, legt die Berechnungsstelle jeder Feststellung, die in Bezug auf die Bezugsanleihe zu erfolgen hat, die Ausweichanleihe zugrunde.]

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE AUF EINEN
ROHSTOFF ODER
EINEN
ROHSTOFFKORB
BEZOGEN SIND,
GILT
FOLGENDES.¹⁵³**

[●]

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
DIE AUF EINEN
FONDS ODER
EINEN
FONDSKORB
BEZOGEN SIND,
GILT
FOLGENDES.¹⁵⁴**

[●]

**IM FALL VON
ANDERE TYPEN**

[●]

¹⁵³ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

¹⁵⁴ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

§ [9]
AGENTS

- (1) *Bestellung.* Der Fiscal Agent [[,] [und] die Zahlstelle[n] [,] [und] [die Berechnungsstelle]] [und die Feststellungsstelle] **[gegebenenfalls zusätzliche Stelle(n)]** und [seine][ihre] [jeweilige[n]] Geschäftsstelle[n] [ist] [sind]:

Fiscal Agent **[falls die Schuldverschreibungen deutschem Recht unterliegen, gilt Folgendes:**
[Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Deutschland] [●]]

[falls die Schuldverschreibungen englischem Recht unterliegen, gilt Folgendes: [Deutsche Bank AG, Filiale London
Winchester House
1 Great Winchester Street
London EC2N 2DB
Vereinigtes Königreich] [●]]

(der „Fiscal Agent“)

Zahlstelle[n]: [Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Deutschland]

[Deutsche Bank AG, Filiale London
Winchester House
1 Great Winchester Street
London EC2N 2DB
Vereinigtes Königreich]

[Deutsche Bank Luxembourg S.A.
2 boulevard Konrad Adenauer
L-1115 Luxemburg
Luxemburg]

[Im Fall von Schuldverschreibungen, die an der SIX Swiss Exchange notiert sind, gilt Folgendes:
Deutsche Bank AG, Filiale Zürich
Uraniastrasse 9
Postfach 3604
8021 Zürich
Schweiz

¹⁵⁵ Nur anwendbar im Fall von Befreiten Schuldverschreibungen.

(die „Schweizer Zahlstelle“)

([jeweils einzeln eine] [die] „Zahlstelle“ [und zusammen die „Zahlstellen“]).

[Falls der Fiscal Agent als Berechnungsstelle bestellt werden soll, gilt Folgendes: Der Fiscal Agent handelt auch als Berechnungsstelle (die „Berechnungsstelle“).]

[Falls eine Berechnungsstelle bestellt werden soll, die nicht der Fiscal Agent ist, gilt Folgendes: Die Berechnungsstelle und ihre anfänglich bezeichnete Geschäftsstelle sind: **[Namen und bezeichnete Geschäftsstelle]**(die „Berechnungsstelle“)]

Der Fiscal Agent [,] [und] [die Zahlstelle[n]] [,] [und] [die Berechnungsstelle] [behält] [behalten] sich das Recht vor, jederzeit [seines] [ihre] [jeweilige[n]] Geschäftsstelle[n] durch eine andere Geschäftsstelle zu ersetzen.

- (2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agent [,] [oder] [der] [einer] Zahlstelle] [oder] [der Berechnungsstelle] zu ändern oder zu beenden und einen anderen Fiscal Agent [oder eine andere oder zusätzliche Zahlstellen][,] [oder] [eine andere Berechnungsstelle] zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (a) einen Fiscal Agent **[im Fall von Schuldverschreibungen, die an einer Börse zum Handel zugelassen oder im Amtlichen Handel notiert sind, gilt Folgendes: [,] [und]** (b) solange die Schuldverschreibungen an der **[Namen der Börse]** zum Handel zugelassen oder im Amtlichen Handel notiert sind, eine Zahlstelle (die der Fiscal Agent sein kann) mit einer Geschäftsstelle in **[Sitz der Börse]** und/oder an solchen anderen Orten unterhalten, wie nach den Regeln der Börse oder den Vorschriften einer anderen maßgeblichen Behörde verlangt **[im Fall von Zahlungen in US-Dollar gilt Folgendes: [,] [und]** [(c)], falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten (wie in § 4(3) definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in US-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit Geschäftsstelle in den Vereinigten Staaten unterhalten] **[falls eine Berechnungsstelle bestellt werden soll, gilt Folgendes: [,] [und]** [(d)] eine Berechnungsstelle unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem diese bzw. dieser sofort wirksam wird), sofern dies den Gläubigern der Schuldverschreibungen gemäß § [15] unter Einhaltung einer Frist von mindestens dreißig und höchstens fünfundvierzig Tagen vorab mitgeteilt worden ist.
- (3) *Beauftragte der Emittentin.* Der Fiscal Agent [,] [und] die Zahlstelle[n] [,] [und] [die Berechnungsstelle] handeln ausschließlich als Beauftragte der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern der Schuldverschreibungen [,] [oder] [Inhabern von Zinsscheinen] [oder] [Inhabern von Rückzahlungsscheinen] und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet. Das Agency Agreement enthält Bestimmungen, nach denen jede Rechtsperson, auf die eine beauftragte Stelle verschmolzen oder in die diese umgewandelt wird oder mit der sie sich

zusammenschließt oder auf die sie alle oder im Wesentlichen alle ihrer Vermögensgegenstände überträgt, der Nachfolger dieser Beauftragten werden kann.

§ [10] STEUERN

**IM FALL VON
DEUTSCHEN ODER
ENGLISCHEN
SCHULDVER-
SCHREIBUNGEN,
BEI DENEN KEIN
AUSGLEICH FÜR
QUELLEN-
STEUERN
VORGESEHEN IST,
GILT FOLGENDES:**

Alle in Bezug auf die Schuldverschreibungen zahlbaren Beträge werden unter Abzug oder Einbehalt von Steuern, Abgaben oder staatlicher Gebühren gleich welcher Art gezahlt, falls der Abzug oder Einbehalt gesetzlich vorgeschrieben ist (unter anderem gemäß den Vorschriften einer in Abschnitt 1471(b) des US-Bundessteuergesetzes (*United States Internal Revenue Code*) von 1986 (das „Gesetz“) beschriebenen Vereinbarung oder gemäß anderweitig in den Abschnitten 1471 bis 1474 des Gesetzes sowie gemäß sämtlichen Vorschriften oder Vereinbarungen bzw. offiziellen Auslegungen dieser Abschnitte („**FATCA-Abkommen**“) oder nach Maßgabe eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen auferlegten Verpflichtungen).

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
BEI DENEN EIN
AUSGLEICH VON
QUELLEN-
STEUERN
VORGESEHEN IST,
GILT FOLGENDES:**

(1) *Quellensteuern und Zusätzliche Beträge.* Alle in Bezug auf die Schuldverschreibungen zahlbaren Beträge sind ohne Abzug oder Einbehalt von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder staatlichen Gebühren gleich welcher Art zu leisten, die (i) [von oder in der Bundesrepublik Deutschland] [vom oder im Vereinigten Königreich] [von oder in Australien] [von oder in **[Staat, in dem sich eine andere emittierende Filiale befindet,]**] oder für deren Rechnung oder von oder für Rechnung einer dort zur Steuererhebung ermächtigten Gebietskörperschaft oder Behörde oder (ii) gemäß den Vorschriften einer in Abschnitt 1471(b) des US-Bundessteuergesetzes (*United States Internal Revenue Code*) von 1986 (das „Gesetz“) beschriebenen Vereinbarung oder gemäß anderweitig in den Abschnitten 1471 bis 1474 des Gesetzes sowie gemäß sämtlichen Vorschriften oder Vereinbarungen bzw. offiziellen Auslegungen dieser Abschnitte („**FATCA-Abkommen**“) oder nach Maßgabe eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf FATCA auferlegten Verpflichtungen auferlegt, erhoben oder eingezogen werden („**Quellensteuern**“), es sei denn, dieser Abzug oder Einbehalt ist gesetzlich vorgeschrieben (unter anderem gemäß den Vorschriften einer in Abschnitt 1471(b) des Gesetzes beschriebenen Vereinbarung oder gemäß anderweitig nach Maßgabe des FATCA-Abkommens sowie nach Maßgabe eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen auferlegten Verpflichtungen).

In diesem letzteren Fall wird die Emittentin im weitesten nach geltendem Recht zulässigen Umfang diejenigen zusätzlichen Beträge (die „**Zusätzlichen Beträge**“) an Kapital und Zinsen zahlen, die erforderlich sind, damit die den Gläubigern der Schuldverschreibungen zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern der Schuldverschreibungen empfangen worden wären. Solche Zusätzlichen Beträge sind jedoch nicht zahlbar in Bezug auf Steuern, Abgaben oder amtliche Gebühren, die:

(a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers der Schuldverschreibungen handelnden Person zu entrichten sind

oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin von den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt, oder

- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers der Schuldverschreibungen [zur Bundesrepublik Deutschland] [zum Vereinigten Königreich] [zu Portugal] [zu Spanien] [zu Australien] [zu **Staat, in dem sich eine andere emittierende Filiale befindet**] zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen [in der Bundesrepublik Deutschland] [im Vereinigten Königreich] [in Australien] [in **Staat, in dem sich eine andere emittierende Filiale befindet**] stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind, oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union bezüglich der Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der [die Bundesrepublik Deutschland] [das Vereinigte Königreich] [Portugal] [Spanien] [Australien] [**Staat, in dem sich eine andere emittierende Filiale befindet**] oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die der Umsetzung dieser Richtlinie, Verordnung oder Vereinbarung dient, dieser entspricht oder zur Anpassung an diese Richtlinie, Verordnung oder Vereinbarung eingeführt wurde, abzuziehen oder einzubehalten sind, oder
- (d) aufgrund der Vorschriften einer in Abschnitt 1471(b) des Gesetzes beschriebenen Vereinbarung oder anderweitig nach Maßgabe des FATCA-Abkommens auferlegter Verpflichtungen oder eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen vorgeschrieben sind; oder
- (e) später als dreißig Tage nach dem Maßgeblichen Tag (wie nachstehend definiert) zur Zahlung vorgelegt werden, außer soweit ein Gläubiger der Schuldverschreibungen bei deren Vorlage am letzten Tag des dreißigtägigen Zeitraums Anspruch auf zusätzliche Beträge gehabt hätte, wobei davon ausgegangen wird, dass dieser ein Geschäftstag war, oder
- (f) die in Bezug auf eine Schuldverschreibung einbehalten oder abgezogen werden, die von einem Gläubiger der Schuldverschreibungen oder für diesen zur Zahlung vorgelegt wird, der diesen Einbehalt oder Abzug durch Vorlage der betreffenden Schuldverschreibung bei einer anderen Zahlstelle in einem Mitgliedstaat der Europäischen Union hätte vermeiden können.
- (g) von einer Zahlstelle abgezogen oder einbehalten werden, wenn eine andere Zahlstelle die Zahlung ohne einen solchen Abzug oder Einbehalt hätte leisten können, oder
- (h) nicht zu entrichten wären, wenn die Schuldverschreibungen bei einem Kreditinstitut verwahrt und die Zahlungen von diesem eingezogen worden wären, oder

- (i) aufgrund einer Rechtsänderung oder einer Änderung in der Rechtsanwendung zahlbar sind, die später als dreißig Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Mitteilung gemäß § [15] wirksam wird.

[im Fall von Schuldverschreibungen, die durch die Filiale Sydney emittiert werden, gilt Folgendes:

- (j) zahlbar sind, weil der Gläubiger der Schuldverschreibungen eine der Emittentin nahe stehende Person (*associate*) im Sinne von Section 128F (6) des australischen Gesetzes über die Veranlagung zur Einkommensteuer von 1936 ist]

IM FALL VON SCHULDVER-SCHREIBUNGEN MIT QUELLEN- STEUERAUS- GLEICH UND EINER GARANTIE DER DEUTSCHE BANK AG, FILIALE NEW YORK, GILT FOLGENDES:

- (2) *Vorzeitige Kündigung.* Falls infolge einer am oder nach dem **[Tag der Begebung der ersten Tranche dieser Serie von Schuldverschreibungen]** wirksam werdenden Änderung oder Ergänzung der [in Deutschland] [im Vereinigten Königreich] [in Portugal] [in Spanien] [in Australien] [in **[Staat, in dem sich eine andere emittierende Filiale befindet]** oder in den Vereinigten Staaten geltenden Rechtsvorschriften oder einer vor diesem Zeitpunkt nicht allgemein bekannten Anwendung oder amtlichen Auslegung solcher Rechtsvorschriften Quellensteuern auf die Zahlung von Kapital oder Zinsen der Schuldverschreibungen anfallen oder anfallen werden und die Quellensteuern wegen der Verpflichtung zur Zahlung Zusätzlicher Beträge gemäß Absatz (1) der Emittentin zur Last fallen, ist die Emittentin berechtigt, die ausstehenden Schuldverschreibungen ganz, jedoch nicht teilweise unter Einhaltung einer Kündigungsfrist von mindestens dreißig Tagen jederzeit zu ihrem Vorzeitigen Rückzahlungsbetrag **[im Fall von Schuldverschreibungen außer Nullkupon-Schuldverschreibungen gilt Folgendes:** zuzüglich bis zum vorgesehenen Rückzahlungstag aufgelaufener Zinsen] zurückzuzahlen. Eine solche Kündigung darf jedoch nicht früher als neunzig Tage vor dem Zeitpunkt erfolgen, an dem die Emittentin erstmals Quellensteuern einbehalten oder zahlen müsste, falls eine Zahlung in Bezug auf die Schuldverschreibungen dann geleistet würde.

- (3) *Mitteilung.* Die Kündigung erfolgt durch Mitteilung gemäß [§ 15]. Sie ist unwiderruflich und muss den vorgesehenen Rückzahlungstag sowie in zusammenfassender Form die Tatsachen angeben, die das Kündigungsrecht begründen.

- (4) *Sitzverlegung der Emittentin.* Für den Fall einer Sitzverlegung der Emittentin in ein anderes Land, Territorium oder Hoheitsgebiet gelten die vorstehenden Bestimmungen mit der Maßgabe, dass sich jede Nennung des Sitzlandes der Emittentin vom Zeitpunkt der Sitzverlegung an als Bezugnahme auf dieses andere Land, Territorium oder Hoheitsgebiet versteht.

IM FALL VON SCHULDVER-SCHREIBUNGEN MIT QUELLEN- STEUER- AUSGLEICH UND

- (5) *Zahlung ohne Einbehalt.* Sämtliche Zahlungen in Bezug auf die Garantie durch oder für die Garantin erfolgen ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder künftigen Steuern, Abgaben, Veranlagungen oder behördlichen Lasten gleich welcher Art („**Steuern**“), die (i) von einer Maßgeblichen Rechtsordnung oder für eine Maßgebliche Rechtsordnung oder (ii) gemäß den Vorschriften einer in Abschnitt 1471(b)

**EINER GARANTIE
DER DEUTSCHE
BANK AG, FILIALE
NEW YORK, GILT
FOLGENDES:**

des US-Bundessteuergesetzes (*United States Internal Revenue Code*) von 1986 (das „Gesetz“) beschriebenen Vereinbarung oder gemäß anderweitig in den Abschnitten 1471 bis 1474 des Gesetzes sowie gemäß sämtlichen Vorschriften oder Vereinbarungen bzw. offiziellen Auslegungen dieser Abschnitte (**„FATCA-Abkommen“**) oder nach Maßgabe eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf FATCA auferlegten Verpflichtungen auferlegt oder erhoben werden, es sei denn, der Einbehalt oder Abzug der Steuern ist gesetzlich vorgeschrieben (unter anderem gemäß den Vorschriften einer in Abschnitt 1471(b) des Gesetzes beschriebenen Vereinbarung oder gemäß anderweitig nach Maßgabe des FATCA-Abkommens sowie nach Maßgabe eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen auferlegten Verpflichtungen). In diesem Fall wird die Emittentin vorbehaltlich der nachstehenden Ausnahmen und Beschränkungen die zusätzlichen Beträge zahlen, die erforderlich sind, damit die an die Gläubiger der Schuldverschreibungen gezahlten Nettobeträge nach einem solchen Abzug oder Einbehalt denjenigen Beträgen entsprechen, den die Gläubiger der Schuldverschreibungen ohne einen solchen Einbehalt oder Abzug in Bezug auf die Garantie erhalten hätten. Die Verpflichtung der Emittentin zur Zahlung solcher zusätzlichen Beträge besteht jedoch nicht in Bezug auf:

- (a) jedwede Steuern, Veranlagungen oder andere behördliche Lasten, welche allein aufgrund des Umstands erhoben werden, dass (A) eine Beziehung zwischen einem Gläubiger der Schuldverschreibungen (oder einem Treuhänder, Treugeber oder Berechtigten in Bezug auf die gehaltenen Schuldverschreibungen oder einer Person, die hinsichtlich der gehaltenen Schuldverschreibungen verfügungsbefugt ist, sofern es sich bei dem Gläubiger der Schuldverschreibungen um eine Vermögensmasse (*Estate*) oder ein Treuhandvermögen (*Trust*) handelt, oder einem Gesellschafter oder Aktionär dieses Gläubigers der Schuldverschreibungen, sofern es sich bei dem Gläubiger der Schuldverschreibungen um eine Personen- oder Kapitalgesellschaft handelt) und den Vereinigten Staaten besteht oder bestand (ausgenommen die reine Anspruchsberechtigung in Bezug auf die Garantie), wobei diese Beziehung unter anderem darin bestehen kann, dass der betreffende Gläubiger (bzw. Treuhänder, Treugeber, Berechtigte, Verfügungsberechtigte, Gesellschafter oder Aktionär) ein Staatsbürger der Vereinigten Staaten ist oder war oder dort ansässig ist oder war, dort ein Gewerbe oder Geschäft betreibt oder betrieben hat, sich dort aufhält oder aufgehalten hat oder dort eine Betriebsstätte unterhält oder unterhalten hat, oder dass (B) der betreffende Gläubiger der Schuldverschreibungen den Status einer Holdinggesellschaft ohne aktive Geschäftstätigkeit (*personal holding company*), einer ausländischen privaten Stiftung (*foreign private foundation*) oder eines sonstigen ausländischen Unternehmens, das in den Vereinigten Staaten keiner Besteuerung unterliegt oder einer Gesellschaft, die Gewinnthesaurierungen vornimmt, um die auf US-Bundesebene erhobene Einkommensteuer zu vermeiden, hat oder hatte, oder
- (b) jedwede Nachlass-, Erbschaft-, Schenkung-, allgemeine Umsatz-, Verkehr-, Verbrauch-, Vermögensteuer (*wealth tax*) oder Steuer auf bewegliches Vermögen (*personal property tax*) oder vergleichbare Steuern, Veranlagungen oder andere staatliche Gebühren, oder

- (c) jedwede Steuern, Veranlagungen oder andere staatliche Gebühren, die allein aufgrund eines der nachfolgend aufgeführten Umstände erhoben werden:
 - (i) der Vorlage einer Garantie durch den jeweiligen Gläubiger der Schuldverschreibungen zur Zahlung später als fünfzehn Tage nach dem Maßgeblichen Tag, oder
 - (ii) einer Änderung von Gesetzen oder Vorschriften oder Auslegungen einer Verwaltungsbehörde oder eines Gerichts, die später als 30 Tage nach Fälligwerden der betreffenden Zahlung oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung des Zahlungsbetrags in Kraft tritt, oder
- (d) jedwede Steuern, Veranlagungen oder andere staatliche Gebühren, die auf andere Weise erhoben werden als im Wege des Abzugs von Zahlungen aus der Garantie oder des Einbehalts auf solche Zahlungen, oder
- (e) jedwede Steuern, Veranlagungen oder andere staatliche Gebühren, welche von einer Zahlstelle von Zahlungen aus der Garantie in Abzug zu bringen sind oder auf solche Zahlungen einzubehalten sind, wenn diese Zahlung bei Vorlage der betreffenden Schuldverschreibung bei einer anderen Zahlstelle ohne einen solchen Abzug oder Einbehalt vorgenommen kann, oder
- (f) jedwede Steuern, Veranlagungen oder andere staatliche Gebühren, welche allein aufgrund des Umstands erhoben werden, dass ein Gläubiger der Schuldverschreibungen oder ein wirtschaftlich Berechtigter einer Schuldverschreibung, sein Beauftragter oder ein Finanzinstitut, über das der Gläubiger oder wirtschaftlich Berechtigte die Schuldverschreibungen hält bzw. halten oder über das Zahlungen auf die Schuldverschreibungen geleistet werden, es unterlassen hat, (1) die Bestätigungs-, Dokumentations-, Offenlegungs- oder sonstigen Meldepflichten oder Vereinbarungen betreffend US-Konten, die von dem Gläubiger oder wirtschaftlich Berechtigten (oder dem betreffenden Finanzinstitut) unterhalten werden, einschließlich aufgrund des Haltens der Schuldverschreibungen, hinsichtlich der Staatsangehörigkeit, des Wohn- bzw. Firmensitzes oder der Identität eines Gläubigers der Schuldverschreibungen oder wirtschaftlich Berechtigten einer Schuldverschreibung (bzw. des betreffenden Finanzinstituts) oder hinsichtlich dessen Beziehung zu den Vereinigten Staaten oder eine im Wesentlichen ähnlichen Vorschrift oder Vereinbarung, einschließlich einer in Abschnitt 1471(b) des Gesetzes beschriebenen Vereinbarung oder anderweitig nach Maßgabe des FATCA-Abkommens oder eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen auferlegter Verpflichtungen, zu erfüllen, soweit die Erfüllung dieser Pflichten kraft eines Gesetzes oder einer Vorschrift der Vereinigten Staaten oder einer Gebietskörperschaft oder Steuerbehörde der Vereinigten Staaten oder eines anwendbaren Einkommensteuer-Abkommens, das die Vereinigten Staaten abgeschlossen haben,

oder kraft einer im Wesentlichen ähnlichen Vorschrift oder Vereinbarung, einschließlich einer in Abschnitt 1471(b) des Gesetzes beschriebenen Vereinbarung oder anderweitig nach Maßgabe des FATCA-Abkommens oder eines Gesetzes zur Umsetzung zwischenstaatlicher Vertragswerke in Bezug auf das FATCA-Abkommen auferlegter Verpflichtungen, als Voraussetzung für eine Erleichterung hinsichtlich solcher Steuern, Veranlagungen oder anderen behördlichen Lasten (einschließlich Sicherheitssteuer (*back-up withholding*)) oder eine Befreiung davon vorgeschrieben ist, oder (2) alle sonstigen Bestätigungs-, Dokumentations-, Melde- oder ähnlichen Pflichten nach dem US-Einkommensteuerrecht zu erfüllen, welche einen Anspruch auf anderweitig anwendbare Erleichterungen hinsichtlich solcher Steuern, Veranlagungen oder anderen behördlichen Lasten oder eine Befreiung hiervon begründen, oder

- (g) jedwede Steuern, Veranlagungen oder andere staatliche Gebühren, die auf Zahlungen an einen Gläubiger erhoben werden, der 10 Prozent oder mehr der gesamten Stimmrechte sämtlicher Gattungen von Aktien der Emittentin tatsächlich (unmittelbar oder mittelbar) hält oder so behandelt wird, oder bei dem es sich um ein Zinseinnahmen erzielendes Kreditinstitut im Sinne von Abschnitt 881(c)(3)(A) des US-Bundessteuergesetzes (*United States Internal Revenue Code*) von 1986 in seiner jeweils geltenden Fassung oder um ein durch Kapitalbeteiligung mit der Emittentin verbundenes ausländisches Konzernunternehmen handelt, oder
- (h) Zahlungen aus der Garantie an einen Gläubiger der Schuldverschreibungen, bei dem es sich um einen Treuhänder oder eine Personengesellschaft handelt oder bei dem es sich nicht um den alleinigen wirtschaftlich Berechtigten dieser Zahlung handelt, soweit ein Berechtigter oder Treugeber in Bezug auf den Treuhänder oder ein Gesellschafter einer solchen Personengesellschaft oder ein wirtschaftlich Berechtigter keinen Anspruch auf Erhalt der zusätzlichen Zinszahlungen gehabt hätte, wenn er der Gläubiger der betreffenden Schuldverschreibung gewesen wäre, oder
- (i) jedwede Abzüge oder Einbehalte gemäß (i) einer Richtlinie oder Verordnung der Europäischen Union bezüglich der Besteuerung von Zinseinkünften, oder (ii) einem internationalem Vertrag oder einer internationalen Vereinbarung bezüglich einer solchen Besteuerung, dessen bzw. deren Partei (x) die Vereinigten Staaten und (y) die Europäische Union und/oder [Deutschland] [das Vereinigte Königreich] [Italien] [Portugal] [Spanien] [Australien] **[Staat, in dem sich eine andere emittierende Filiale befindet]** ist, oder (iii) einer rechtlichen Bestimmung, die eine solche Richtlinie, Verordnung oder Vereinbarung bzw. einen solchen Vertrag umsetzt oder der Durchsetzung dient; oder
- (j) Zahlungen, die aufgrund des Eintritts mehrerer der in den vorstehenden Absätzen (a) bis (i) genannten Umstände zusammen zu leisten wären.

(6) Auslegung. In diesem § [10] bezeichnet:

- (a) „**Maßgeblicher Tag**“ den Tag, an dem die betreffende Zahlung erstmals fällig wird, wobei dieser Begriff jedoch in dem Fall, dass der Fiscal Agent den gesamten zu zahlenden Betrag nicht an oder vor dem jeweiligen Fälligkeitstag erhalten hat, den Tag bezeichnet, an dem nach Eingang des gesamten zu zahlenden Betrags bei dem Fiscal Agent eine entsprechende Mitteilung gemäß § [15] an die Gläubiger der Schuldverschreibungen ergangen ist, und
- (b) „**Maßgebliche Rechtsordnung**“ die Vereinigten Staaten von Amerika oder eine Gebietskörperschaft oder Behörde der Vereinigten Staaten von Amerika, die zur Erhebung von Steuern berechtigt ist, oder einen anderen Staat oder eine Gebietskörperschaft oder Behörde dieses anderen Staates, die zur Erhebung von Steuern berechtigt ist, in Bezug auf welche die Emittentin hinsichtlich von ihr geleisteter Zahlungen von Kapital und Zinsen auf die Schuldverschreibungen einer Steuerpflicht unterliegt.
- (7) *Zusätzliche Beträge.* In diesen Bedingungen enthaltene Bezugnahmen auf Beträge in Bezug auf die Schuldverschreibungen [oder die Garantie] schließen sämtliche zusätzlichen Beträge mit ein, die gemäß dieser Bedingung zahlbar sind.

§ [11] VERJÄHRUNG

IM FALL VON DEUTSCHEN SCHULDVER- SCHREIBUNGEN GILT FOLGENDES:

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre abgekürzt.

IM FALL VON ENGLISCHEN SCHULDVER- SCHREIBUNGEN GILT FOLGENDES:

- (1) *Verjährung.* Die Schuldverschreibungen[,] [und] [Zinsscheine] [und] [Rückzahlungsscheine] werden ungültig, wenn sie nicht innerhalb eines Zeitraums von zehn Jahren (bei Kapital) und fünf Jahren (bei Zinsen) nach dem Maßgeblichen Tag zur Zahlung vorgelegt werden.
- (2) *Ersetzung.* Sollte eine Schuldverschreibung[,] [oder] [ein Zinsschein] [,] [oder] [ein Rückzahlungsschein] [oder ein Talon] verloren gehen, gestohlen, beschädigt, unleserlich gemacht oder zerstört werden, kann er bei der Geschäftsstelle **[im Fall von Schuldverschreibungen, Rückzahlungsscheinen oder Zinsscheinen: des Fiscal Agent] [im Fall von Schuldverschreibungen, die an der Luxemburger Börse zum Handel zugelassen oder im Amtlichen Handel notiert sind, gilt Folgendes:** der Zahlstelle in Luxemburg] ersetzt werden; dabei hat der Antragsteller alle in diesem Zusammenhang möglicherweise entstehenden Kosten und Auslagen zu tragen und alle nach billigem Ermessen von der Emittentin verlangten Bedingungen hinsichtlich des Nachweises und der Schadloshaltung zu erfüllen. Beschädigte oder unleserlich gemachte Schuldverschreibungen [,] [oder] [Zinsscheine] [,] [oder] [Rückzahlungsscheine] [oder Talons] müssen erst eingereicht werden, bevor Ersatzurkunden ausgegeben werden.

- (3) *Zinsscheinbögen.* Zinsscheinbögen, die im Austausch gegen Talons ausgegeben werden, enthalten weder Zinsscheine, bezüglich welcher der Zahlungsanspruch gemäß diesem § [11] oder § 4 ungültig wäre, noch Talons, die gemäß § 4 ungültig wären.

Für die Zwecke dieser Bestimmung bezeichnet „**Maßgeblicher Tag**“ den Tag, an dem die betreffende Zahlung erstmals fällig wird, wobei dieser Begriff jedoch in dem Fall, dass der Fiscal Agent die volle Summe der zu zahlenden Beträge nicht an oder vor dem jeweiligen Fälligkeitstag erhalten hat, den Tag bezeichnet, an dem nach Eingang der vollen Summe der zu zahlenden Beträge bei dem Fiscal Agent eine entsprechende Mitteilung gemäß § [15] an die Gläubiger der Schuldverschreibungen ergangen ist.

[Falls die Schuldverschreibungen mit Talons begeben werden, gilt Folgendes: An oder nach dem [Zinszahltag] [Zinsperiodenendtag], an dem der letzte Zinsschein eines Zinsscheinbogens fällig wird, kann der im Zinsscheinbogen enthaltene Talon vorbehaltlich der Bestimmungen dieses § [11] bei dem Fiscal Agent oder einer anderen Zahlstelle im Austausch gegen einen weiteren Zinsscheinbogen eingereicht werden, welcher einen weiteren Talon enthält (vorausgesetzt, dieser weitere Zinsscheinbogen enthält keine Zinsscheine, die bis zum letzten Termin (einschließlich) für die Zahlung von Zinsen auf die zugehörige Schuldverschreibung laufen).

IM FALL VON
NICHT
NACHRANGIGEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:

§ [12] KÜNDIGUNGSGRÜNDE

- (1) *Kündigungsgründe.* Jeder Gläubiger der Schuldverschreibungen ist berechtigt, seine Schuldverschreibungen zu kündigen und deren sofortige Tilgung zu ihrem Vorzeitigen Rückzahlungsbetrag (wie in § 5[(5)] definiert) **[im Fall von Schuldverschreibungen außer Nullkupon-Schuldverschreibungen gilt Folgendes:** zuzüglich etwaiger bis zum Tag der Rückzahlung aufgelaufener Zinsen] zu verlangen, falls einer der folgenden Kündigungsgründe vorliegt:

- (a) die Emittentin [oder die Garantin] zahlt Kapital [oder Zinsen] **[im Fall von Schuldverschreibungen mit physischer Lieferung gilt Folgendes:** oder leistet den Vermögenswertbetrag] nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag, oder
- (b) die Emittentin [oder die Garantin] unterlässt die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen und diese Unterlassung dauert länger als 60 Tage fort, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger einer Schuldverschreibung erhalten hat, oder
- (c) die Emittentin [oder die Garantin] gibt ihre Zahlungsunfähigkeit bekannt oder stellt ihre Zahlungen ein, oder
- (d) ein Gericht in Deutschland **[im Fall von Schuldverschreibungen die durch eine Filiale außerhalb des EWR emittiert wurde, gilt Folgendes:** oder [Staat, in dem sich die Filiale befindet] **[im Fall von Schuldverschreibungen, die durch Deutsche Bank AG, Filiale New York garantiert werden, gilt Folgendes:** in den Vereinigten Staaten] eröffnet ein

Insolvenzverfahren gegen die Emittentin [oder die Garantin].

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

- (2) *Quorum.* In den Fällen des Absatz (1)(b) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in Absatz (1)(a), (c) oder (d) bezeichneten Kündigungsgründe vorliegt, aufgrund dessen die Gläubiger der Schuldverschreibungen zur Kündigung ihrer Schuldverschreibungen berechtigt sind, erst wirksam, wenn bei dem Fiscal Agent Kündigungserklärungen von Gläubigern der Schuldverschreibungen im Nennbetrag von mindestens einem Zehntel des Kapitalbetrags der dann ausstehenden Schuldverschreibungen eingegangen sind.
- (3) *Form der Erklärung.* Jede Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz (1), hat in der Weise zu erfolgen, dass dem Fiscal Agent eine entsprechende schriftliche Erklärung übergeben oder durch eingeschriebenen Brief übermittelt wird.

§ [13]

ERSETZUNG DER EMITTENTIN ODER DER FILIALE

- (1) *Ersetzung.* Die Emittentin (oder eine Gesellschaft, durch die diese zuvor bereits ersetzt wurde) ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger der Schuldverschreibungen eine andere Gesellschaft an ihrer Stelle als Hauptschuldnerin (die „**Nachfolgeschuldnerin**“) für alle Verpflichtungen aus und im Zusammenhang mit den Schuldverschreibungen einzusetzen, sofern
- (a) die Nachfolgeschuldnerin alle Zahlungsverpflichtungen aus oder im Zusammenhang mit den Schuldverschreibungen übernimmt,
- (b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen eingeholt hat und berechtigt ist, an den Fiscal Agent die zur Erfüllung der Zahlungs- oder Lieferverpflichtungen aus den Schuldverschreibungen erforderlichen Beträge in der hierin festgelegten Währung zu zahlen, und
- (c) die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern der Schuldverschreibungen die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge **[im Fall von Nachrangigen Schuldverschreibungen gilt Folgendes: auf nachrangiger Basis] garantiert**; und

[Im Fall von Nachrangigen Schuldverschreibungen gilt Folgendes::

- (d) eine solche Ersetzung gemäß dem nach anwendbaren Recht vorgeschriebenen Verfahren erfolgt und die zuständige Aufsichtsbehörde keine Einwände gegen eine solche Ersetzung vorgebracht hat].

Die Emittentin ist berechtigt, die Filiale, durch die sie für die Zwecke dieser Schuldverschreibungen tätig ist, durch Mitteilung an die Gläubiger der Schuldverschreibungen gemäß § [15] zu ändern, wobei in dieser

Mitteilung der Tag dieser Änderung anzugeben ist und keine Änderung ohne eine entsprechende vorherige Mitteilung vorgenommen werden kann.

- (2) *Mitteilung.* Jede Ersetzung ist gemäß § [15] mitzuteilen.
- (3) *Änderung von Bezugnahmen.* Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Bedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf den Staat, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf den Staat, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. [Des Weiteren gilt im Fall einer Ersetzung Folgendes:

**IM FALL VON
SCHULDVER-
SCHREIBUNGEN,
FÜR DIE EIN
AUSGLEICH FÜR
QUELLEN-
STEUERN
VORSEHEN IST,
GILT FOLGENDES:**

[(a)] in § [10] gilt eine alternative Bezugnahme auf Zahlungspflichten der Garantin aus der Garantie nach Absatz (1) dieses § [13] und hierfür eine Bezugnahme auf [Deutschland] [das Vereinigte Königreich] [Italien] [Portugal] [Spanien] [Australien] [**Land, in dem sich die emittierende Filiale befindet**] als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf den Staat, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat)[, und]

**IM FALL VON
NICHT
NACHRANGIGEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

[(b)] in § [12](1)(c) und (d) gilt eine alternative Bezugnahme auf die Emittentin in Bezug auf ihre Verpflichtungen als Garantin unter der Garantie gemäß Absatz (1) dieses § [13] als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).

§ [14]

BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF

- (1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger der Schuldverschreibungen[,] [oder] [der Inhaber von Zinsscheinen] [oder] [der Inhaber von Rückzahlungsscheinen] weitere Schuldverschreibungen mit gleicher Ausstattung oder gegebenenfalls mit gleicher Ausstattung mit Ausnahme des Tages der Begebung, des Betrags und des Tages der ersten Zinszahlung, des Beginns des Zinslaufs und/oder des Ausgabepreises in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.
- (2) *Ankauf und Entwertung.* [**Im Fall von Nachrangigen Schuldverschreibungen gilt Folgendes:** Vorbehaltlich § 2 und nur wenn und soweit der Kauf nicht aufgrund anwendbarer Eigenkapitalvorschriften unzulässig ist, ist die] [Die] Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder zur Entwertung bei dem Fiscal Agent eingereicht werden.

**§ [15]
MITTEILUNGEN**

**FALLS
„VERÖFFENT-
LICHUNG“
ANWENDBAR IST,
GILT FOLGENDES:**

[(1) *Veröffentlichung.*] [Vorbehaltlich der Bestimmungen des **[im Fall von nicht nachrangigen Schuldverschreibungen gilt Folgendes: § [12](3)]** [und des] [nachstehenden Absatz (2)] sind alle] [Alle] die Schuldverschreibungen betreffenden Mitteilungen [sind] im Bundesanzeiger **[im Fall von Englischen Schuldverschreibungen gilt Folgendes:** und in einer führenden englischsprachigen Tageszeitung mit allgemeiner Verbreitung in London, voraussichtlich der [Financial Times in London] **[gegebenenfalls andere Zeitung]** zu veröffentlichen. Jede derartige Mitteilung gilt [am Tag ihrer] [●] Veröffentlichung (oder bei mehreren Veröffentlichungen [am Tag der] [●] ersten solchen Veröffentlichung) als wirksam erfolgt.

[Im Fall von Schuldverschreibungen, die an der Luxemburger Börse zum Handel am geregelten Markt zugelassen oder im Amtlichen Handel notiert sind, gilt Folgendes: Wenn und solange die Schuldverschreibungen an der Luxemburger Börse zum Handel am geregelten Markt zugelassen oder im Amtlichen Handel notiert sind und soweit die Regeln der Luxemburger Börse dies verlangen, sind alle die Schuldverschreibungen betreffenden Mitteilungen ferner auf der Webseite der Luxemburger Börse (www.bourse.lu) zu veröffentlichen.]

[Im Fall einer Notierung an der SIX Swiss Exchange gilt Folgendes: Alle die Schuldverschreibungen betreffenden Mitteilungen sind [ferner] in elektronischer Form auf der Website der SIX Swiss Exchange (www.six-swiss-exchange.com) zu veröffentlichen.]

**FALLS
„MITTEILUNG AN
DAS CLEARING
SYSTEM“
ANWENDBAR IST,
GILT FOLGENDES:**

[(2) *Mitteilung an das Clearing System.* **[Falls die Schuldverschreibungen gegen Einzelkunden ausgetauscht werden können, gilt Folgendes:** Solange eine Ausgabe von Einzelkunden noch nicht erfolgt ist und die die Schuldverschreibungen verbriefende Globalurkunde in ihrer Gesamtheit [für das maßgebliche] [von dem maßgeblichen] Clearing System gehalten wird, kann die] [Die] Emittentin [kann] alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Gläubiger der Schuldverschreibungen übermitteln.] [Eine solche Mitteilung an das Clearing System ersetzt die Veröffentlichung nach vorstehendem Absatz (1) **[falls die Schuldverschreibungen an einer Börse zum Handel am geregelten Markt zugelassen oder notiert sind, gilt Folgendes:**, wobei die Anforderungen oder Regeln dieser Börse in Bezug auf Mitteilungen jedoch Anwendung findet, solange Schuldverschreibungen an der **[Name der relevanten Börsen]** zum Handel am regulierten Markt zugelassen oder im amtlichen Handel notiert sind. Soweit die Regeln der **[Name der relevanten Börsen]** es zulassen, kann die Emittentin eine andernfalls nach diesen Bestimmungen erforderliche Veröffentlichung durch eine Mitteilung [(z. B. betreffend den Zinssatz)] an das Clearing System zur Weiterleitung an die Gläubiger der Schuldverschreibungen ersetzen.].] Jede derartige Mitteilung gilt [am Tag, an dem] [am [siebten] [●] [Geschäftstag in London] [Geschäftstag in Frankfurt] [TARGET2-Geschäftstag] [Geschäftstag in **[anderen maßgeblichen Ort]**]], nachdem] [●] diese Mitteilung an das maßgebliche Clearing System erfolgt ist, als den Gläubigern der Schuldverschreibungen mitgeteilt.

FALLS
„MITTEILUNG
DURCH
GLÄUBIGER DER
SCHULDVER-
SCHREIBUNGEN
ÜBER DAS/DIE
CLEARING
SYSTEM(E)“
ANWENDBAR IST,
GILT FOLGENDES:

[(3)] *Mitteilungen durch Gläubiger der Schuldverschreibungen.* Mitteilungen durch Gläubiger der Schuldverschreibungen erfolgen über das Clearing System in der durch den Fiscal Agent bzw. das Clearing System für diesen Zweck genehmigten Weise an den Fiscal Agent **[falls die Schuldverschreibungen an der Luxemburger Börse zum Handel zugelassen oder im Amtlichen Handel notiert sind, gilt Folgendes:** oder die Zahlstelle in Luxemburg] **[falls die Schuldverschreibungen gegen Einzelkunden ausgetauscht werden können, gilt Folgendes:** Im Fall von Einzelkunden bedürfen Mitteilungen durch Gläubiger der Schuldverschreibungen der Schriftform und sind mit der (bzw. den) betreffenden Schuldverschreibung(en) bei dem Fiscal Agent **[falls die Schuldverschreibungen an der Luxemburger Börse zum Handel zugelassen oder im Amtlichen Handel notiert sind, gilt Folgendes:** oder der Zahlstelle in Luxemburg] einzureichen.

FALLS
„MITTEILUNG
DURCH
GLÄUBIGER DER
SCHULDVER-
SCHREIBUNGEN
DURCH
SCHRIFTLICHE
NACHRICHT AN
DIE EMITTENTIN“
ANWENDBAR IST,
GILT FOLGENDES:

[(3)] *Mitteilungen durch Gläubiger der Schuldverschreibungen.* Die Schuldverschreibungen betreffende Mitteilungen durch Gläubiger der Schuldverschreibungen an die Emittentin gelten als wirksam erfolgt, wenn sie der Emittentin in schriftlicher Form **[[persönlich übergeben oder] per Einschreiben]** übersandt wurden **[andere Art der Abgabe der Mitteilung in Bezug auf die Emittentin]**. Eine solche Mitteilung gilt am Tag ihrer Zustellung als erfolgt oder gilt, falls sie an einem anderen Tag als einem Mitteilungszustellungs-Geschäftstag oder nach 17:00 Uhr im Mitteilungszustellungs-Geschäftstageszentrum an einem Mitteilungszustellungs-Geschäftstag zugestellt wird, am nächstfolgenden Mitteilungszustellungs-Geschäftstag als wirksam. Der Gläubiger der Schuldverschreibungen muss der Emittentin einen zufrieden stellenden Nachweis über die von ihm gehaltenen Schuldverschreibungen erbringen; falls die Schuldverschreibungen durch eine Globalurkunde verbrieft sind, erfolgt dieser Nachweis voraussichtlich in Form einer Bestätigung durch das maßgebliche Clearing System **[im Fall von Deutschen Schuldverschreibungen gilt Folgendes:** oder die Depotbank, bei der der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält.

Für die Zwecke dieser Bestimmung bezeichnet:

„**Mitteilungszustellungs-Geschäftstag**“ einen Tag (außer Samstag oder Sonntag), an dem Banken und Devisenmärkte in **[Mitteilungszustellungs-Geschäftstageszentrum]** (das „**Mitteilungszustellungs-Geschäftstageszentrum**“) allgemein für die Abwicklung von Zahlungen geöffnet sind.]

§ [16]

VERTRAGSGESETZ VON 1999 (RECHTE VON DRITTEN PARTEIEN)

IM FALL VON
ENGLISCHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:

Keine Person ist nach dem englischen Vertragsgesetz von 1999 (Rechte von dritten Parteien) (*Contracts (Rights of Third Parties) Act 1999*) berechtigt, Bestimmungen dieser Schuldverschreibungen durchzusetzen; dies berührt jedoch nicht die Rechte oder Rechtsbehelfe, die einer Person unabhängig von diesem Gesetz zustehen oder zur Verfügung stehen.

§ [17]
**VERSAMMLUNGEN DER GLÄUBIGER DER SCHULDVERSCHREIBUNGEN,
ÄNDERUNGEN UND VERZICHTSERKLÄRUNGEN**

**IM FALL VON
ENGLISCHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

Das Agency Agreement enthält Bestimmungen für die Einberufung von Versammlungen der Gläubiger der Schuldverschreibungen zum Zwecke der Besprechung der ihre Interessen berührenden Angelegenheiten; hierzu zählt die Genehmigung von Änderungen der Schuldverschreibungen [, der Zinsscheine] [, der Rückzahlungsscheine] oder von Bestimmungen des Agency Agreement durch Außerordentlichen Beschluss. Eine solche Versammlung kann von der Emittentin einberufen werden; sie kann ferner einberufen werden, wenn dies von Gläubigern der Schuldverschreibungen, die mindestens 10 Prozent des Nennbetrags der zu dem betreffenden Zeitpunkt ausstehenden Schuldverschreibungen halten, schriftlich verlangt wird. Die Versammlung ist zum Zweck der Fassung eines Außerordentlichen Beschlusses beschlussfähig, wenn zwei oder mehr Personen anwesend sind, die mindestens 50 Prozent des Nennbetrags der zu dem betreffenden Zeitpunkt ausstehenden Schuldverschreibungen halten oder vertreten; bei einer vertagten Versammlung ist die Beschlussfähigkeit gegeben, wenn zwei oder mehrere Personen anwesend sind, die Gläubiger der Schuldverschreibungen sind oder diese vertreten, unabhängig von dem Nennbetrag der gehaltenen oder vertretenen Schuldverschreibungen; davon abweichend gilt für Fälle, in denen die Versammlung sich mit Änderungen bestimmter Regelungen der Schuldverschreibungen, der Rückzahlungsscheine oder der Zinsscheine (einschließlich einer Änderung des Fälligkeitstermins der Schuldverschreibungen oder eines Termins für die Zahlung von Zinsen auf die Schuldverschreibungen, einer Minderung oder Aufhebung des Kapitalbetrags oder des auf die Schuldverschreibungen zu zahlenden Zinssatzes oder einer Änderung der Währung, in der Zahlungen auf Schuldverschreibungen [oder] [, Zinsscheine] [oder] [Rückzahlungsscheine erfolgen]), dass die Beschlussfähigkeit gegeben ist, wenn zwei oder mehrere Personen anwesend sind, die mindestens zwei Drittel [des Nennbetrags] [der Anzahl] der zu dem betreffenden Zeitpunkt ausstehenden Schuldverschreibungen halten oder vertreten bzw., bei einer vertagten Versammlung, wenn eine oder mehr Personen anwesend sind, die mindestens ein Viertel des Nennbetrags der zu dem betreffenden Zeitpunkt ausstehenden Schuldverschreibungen halten oder vertreten. Ein in einer Versammlung der Gläubiger der Schuldverschreibungen gefasster Außerordentlicher Beschluss ist für alle Gläubiger der Schuldverschreibungen (unabhängig davon, ob diese in der Versammlung anwesend waren oder nicht) [sowie für alle] [Inhaber von Zinsscheinen] [und] [Inhaber von Rückzahlungsscheinen] bindend.

Der Fiscal Agent und die Emittentin können ohne die Zustimmung der Gläubiger der Schuldverschreibungen [Inhaber von Zinsscheinen] [oder] [Inhaber von Rückzahlungsscheinen] das Folgende vereinbaren:

- (a) Änderungen (außer den vorstehend genannten) der Schuldverschreibungen [, Zinsscheine] [,Rückzahlungsscheine] oder des Agency Agreement, die keine Beeinträchtigung der Interessen der Gläubiger der Schuldverschreibungen darstellen; oder
- (b) Änderungen der Schuldverschreibungen [,Zinsscheine] [,Rückzahlungsscheine] oder des Agency Agreement, die formaler oder technischer Natur oder von untergeordneter Bedeutung sind oder die zu dem Zweck vorgenommen werden, einen offensichtlichen oder nachweislichen Fehler zu korrigieren oder zwingend vorgeschriebene gesetzliche Vorgaben zu erfüllen.

Jede solche Änderung oder Ergänzung ist für die Gläubiger der

Schuldverschreibungen [, die Inhaber von Zinsscheinen] [und] [die Inhaber von Rückzahlungsscheinen] bindend und ist den Gläubigern der Schuldverschreibungen [den Inhabern von Zinsscheinen] [und] [den Inhabern von Rückzahlungsscheinen] so bald wie möglich gemäß § [15] mitzuteilen.]

**IM FALL VON
DEUTSCHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

(1) *Beschlussgegenstände.* Die Gläubiger der Schuldverschreibungen können **[Im Fall von Nachrangigen Schuldverschreibungen gilt Folgendes:** , sofern dies nach anwendbarem Recht mit der Anerkennung der Schuldverschreibungen als Ergänzungskapital im Einklang steht,] gemäß dem Schuldverschreibungsgesetz durch Mehrheitsbeschluss die Emissionsbedingungen ändern, einen gemeinsamen Vertreter aller Gläubiger der Schuldverschreibungen bestellen und über alle anderen gesetzlich zugelassenen Beschlussgegenstände beschließen **[falls über bestimmte Maßnahmen nicht durch Mehrheitsbeschluss entschieden werden soll, gilt Folgendes:**, wobei folgende Maßnahmen von einer Beschlussfassung ausgenommen sind: [●].]

(2) *Mehrheitserfordernisse für Änderungen der Bedingungen.* Die Gläubiger der Schuldverschreibungen entscheiden mit einer Mehrheit von [75] [●] Prozent (Qualifizierte Mehrheit) der an der Abstimmung teilnehmenden Stimmrechte über wesentliche Änderungen der Bedingungen, insbesondere die in § 5(3) Schuldverschreibungsgesetz aufgeführten Maßnahmen. Beschlüsse, durch die der wesentliche Inhalt der Bedingungen nicht geändert wird, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit von mindestens [50] [●] Prozent der teilnehmenden Stimmrechte. Jeder Gläubiger der Schuldverschreibungen nimmt an Abstimmungen nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil.

[Soweit für einzelne Maßnahmen eine höhere Mehrheit gilt, gilt Folgendes: Beschlüsse über folgende Maßnahmen bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens [●] Prozent der teilnehmenden Stimmrechte: [●].]

(3) *Beschlussfassung.* Beschlüsse der Gläubiger der Schuldverschreibungen werden im Wege einer Abstimmung ohne Versammlung nach § 18 Schuldverschreibungsgesetz getroffen.

(4) *Nachweise.* Gläubiger der Schuldverschreibungen haben die Berechtigung zur Teilnahme an der Abstimmung zum Zeitpunkt der Stimmabgabe durch besonderen Nachweis der Depotbank gemäß § [18](3)(i) dieser Bedingungen und die Vorlage eines Sperrvermerks der Depotbank zugunsten der Zahlstelle als Hinterlegungsstelle für den Abstimmungszeitraum nachzuweisen.

[Falls kein gemeinsamer Vertreter in den Bedingungen bestellt wird und die Gläubiger einen gemeinsamen Vertreter durch Mehrheitsbeschluss bestellen können, gilt Folgendes:

(5) *Gemeinsamer Vertreter.* [Die Gläubiger der Schuldverschreibungen können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter (der „gemeinsame Vertreter“) für alle Gläubiger bestellen oder diesen abberufen, die Aufgaben und Befugnisse des gemeinsamen Vertreters festlegen, Rechte der Gläubiger der Schuldverschreibungen auf den gemeinsamen Vertreter übertragen und die Beschränkung der Haftung des gemeinsamen Vertreters bestimmen.

Die Bestellung eines gemeinsamen Vertreters bedarf einer Qualifizierten Mehrheit (siehe vorstehenden Absatz (2)), wenn er ermächtigt wird, wesentlichen Änderungen der Bedingungen zuzustimmen.] [●]

[Falls ein gemeinsamer Vertreter in den Bedingungen bestimmt wird, gilt Folgendes:

- (5) *Gemeinsamer Vertreter.* Gemeinsamer Vertreter (der „**gemeinsame Vertreter**“) für alle Gläubiger zur Wahrnehmung ihrer Rechte ist: [●]. Der gemeinsame Vertreter kann von den Gläubigern jederzeit ohne Angabe von Gründen abberufen werden.

Der gemeinsame Vertreter ist befugt, nach seinem Ermessen zu dem von ihm bestimmten Maßnahmen [eine Gläubigerversammlung einzuberufen] [zu einer Abstimmung der Gläubiger ohne Versammlung aufzufordern] und die [Versammlung] [die Abstimmung] zu leiten. **[Gegebenenfalls weitere Aufgaben des gemeinsamen Vertreters: [●]]**

Der gemeinsame Vertreter hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn, die Gläubiger bestimmen durch Mehrheitsbeschluss etwas anderes. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten.

Der gemeinsame Vertreter haftet den Gläubigern als Gesamtgläubiger für die ordnungsgemäße Erfüllung seiner Aufgaben; bei seiner Tätigkeit hat er die Sorgfalt eines ordentlichen und gewissenhaften Geschäftsleiters anzuwenden. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last. Die Haftung des gemeinsamen Vertreters kann durch Beschluss der Gläubiger weiter beschränkt werden. Über die Geltendmachung von Ersatzansprüchen der Gläubiger gegen den gemeinsamen Vertreter entscheiden die Gläubiger.]

§ [18]

ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

**IM FALL VON
DEUTSCHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

- (1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger der Schuldverschreibungen und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.
- (2) *Gerichtsstand.* Gerichtsstand für sämtliche Klagen und sonstige Verfahren ist Frankfurt am Main.
- (3) *Gerichtliche Geltendmachung.* Jeder Gläubiger der Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger der Schuldverschreibungen und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen:
- (i) indem er eine Bescheinigung der Depotbank beibringt, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält,

welche

- (a) den vollständigen Namen und die vollständige Adresse des Gläubigers der Schuldverschreibungen enthält,
 - (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die zum Datum der Bescheinigung auf dem Wertpapierdepot verbucht sind, und
 - (c) bestätigt, dass die Depotbank gegenüber dem maßgeblichen Clearing System eine schriftliche Erklärung bezüglich der Absicht des Gläubigers der Schuldverschreibungen, seine Ansprüche unmittelbar geltend zu machen, abgegeben hat, (A) die die vorstehend unter (a) und (b) bezeichneten Informationen enthält, (B) deren Empfang vom Clearing System bestätigt wurde, und (C) die vom Clearing System und die Depotbank zurück geschickt wurde; und
- (ii) indem er eine Kopie der die betreffenden Schuldverschreibungen verbriefenden **[falls die Schuldverschreibungen durch eine Globalurkunde verbrieft sind, gilt Folgendes: Globalurkunde] [bei Einzelkunden gilt Folgendes: Einzelkunde]**, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder **[falls die Schuldverschreibungen durch eine Globalurkunde verbrieft sind, gilt Folgendes: der die Schuldverschreibungen verbriefenden Globalurkunde][bei Einzelkunden gilt Folgendes: der die Schuldverschreibungen verbriefenden Einzelkunde]** in einem solchen Verfahren erforderlich wäre.

Für die Zwecke des Vorstehenden bezeichnet „**Depotbank**“ jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger der Schuldverschreibungen ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger der Schuldverschreibungen seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die in dem Land, in dem der Rechtsstreit geführt wird, prozessual zulässig ist.

**IM FALL VON
ENGLISCHEN
SCHULDVER-
SCHREIBUNGEN
GILT FOLGENDES:**

- (1) *Anwendbares Recht.* Die Deed of Covenant, die Schuldverschreibungen[,] [und] [die Zinsscheine] [und die Rückzahlungsscheine] sowie jegliche nicht-vertragliche Verpflichtungen, die sich aus oder im Zusammenhang mit der Deed of Covenant [,] [oder] den Schuldverschreibungen[, den Zinsscheinen [oder den Rückzahlungsscheinen] ergeben, unterliegen englischem Recht und sind nach diesem auszulegen.
- (2) *Gerichtsstand.*
 - (i) Vorbehaltlich des nachstehenden § [18](2)(iii) verfügen die englischen Gerichte über die ausschließliche Zuständigkeit für die Beilegung jeglicher sich aus oder im Zusammenhang mit den Schuldverschreibungen [und] [,] [den Zinsscheinen] [und] [den Rückzahlungsscheinen] ergebenden Streitigkeiten, einschließlich

jeglicher Streitigkeiten in Bezug auf deren Bestand, Gültigkeit, Auslegung und Erfüllung sowie in Bezug auf Pflichtverletzungen, Kündigungen oder die Folgen ihrer Nichtigkeit sowie jegliche Streitigkeiten in Bezug auf nicht-vertragliche Verpflichtungen, die sich aus oder im Zusammenhang damit ergeben (eine „**Streitigkeit**“)), und dementsprechend unterwerfen sich die Emittentin und die Schuldverschreibungsgläubiger [,] [oder] [Rückzahlungsscheingläubiger] [oder Zinsscheingläubiger] jeweils in Bezug auf eine Streitigkeit der ausschließlichen Zuständigkeit der englischen Gerichte.

- (ii) Für die Zwecke dieses § [18](2) verzichtet die Emittentin auf die Einrede der fehlenden Zuständigkeit der englischen Gerichte für die Beilegung von Streitigkeiten mit der Begründung, der Gerichtsstand sei nicht angemessen bzw. nicht geeignet.
 - (iii) Soweit gesetzlich zulässig können die Schuldverschreibungsgläubiger [,] [und] [die Rückzahlungsscheingläubiger] [und die Zinsscheingläubiger] in Bezug auf eine oder mehrere Streitigkeiten (i) Verfahren vor einem anderen zuständigen Gericht einleiten und (ii) gleichzeitig Verfahren in beliebig vielen anderen Rechtsordnungen einleiten.
- (3) *Sonstige Dokumente.* In der Deed of Covenant hat die Emittentin in einer im Wesentlichen dem Vorstehenden entsprechenden Weise die Zuständigkeit der englischen Gerichte anerkannt.

§ [19] SPRACHE

**FALLS DIE
BEDINGUNGEN IN
DEUTSCHER
SPRACHE MIT
EINER ÜBER-
SETZUNG IN DIE
ENGLISCHE
SPRACHE
ABGEFASST SIND,
GILT FOLGENDES:**

Diese Bedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigefügt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.¹⁵⁶

**FALLS DIE
BEDINGUNGEN IN
ENGLISCHER
SPRACHE MIT
EINER ÜBER-
SETZUNG IN DIE
DEUTSCHE
SPRACHE
ABGEFASST SIND,
GILT FOLGENDES:**

Diese Bedingungen sind in englischer Sprache abgefasst. Eine Übersetzung in die deutsche Sprache ist beigefügt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.¹⁵⁷

¹⁵⁶ Anwendbar im Fall von Deutschen Schuldverschreibungen, sofern nicht in den anwendbaren Endgültigen Bedingungen oder im Konditionenblatt etwas anderes festgelegt ist.

¹⁵⁷ Anwendbar im Fall von Englischen Schuldverschreibungen, sofern nicht in den anwendbaren Endgültigen Bedingungen oder im Konditionenblatt etwas anderes festgelegt ist..

**FALLS DIE
BEDINGUNGEN
AUSSCHLIESS-
LICH IN
ENGLISCHER
SPRACHE
ABGEFASST SIND,
GILT FOLGENDES:**

Diese Bedingungen sind ausschließlich in englischer Sprache abgefasst.

ANNEXES TO THE TERMS AND CONDITIONS

CREDIT LINKED NOTES ANNEX A

As set out in the Introduction to the Terms and Conditions, the Terms and Conditions as will be completed by the Final Terms (or as amended by the Pricing Supplement, in the case of Exempt Securities) are comprised of five options. This Credit Linked Notes Annex A furthermore amends the Terms and Conditions and may only apply where Option I, Option II or Option V is specified as applicable in the applicable Final Terms.

If "Provisions for Credit Linked Securities" and "Credit Linked Notes Annex A" are specified as applicable in the applicable Final Terms the following provisions shall apply:

- 1. Where the Securities are interest bearing Securities § 3([in the case of Option I the following applies: [3]][in the case of Option II the following applies: [9]][in the case of Option V the following applies: [for Fixed Rate Securities and Securities with an Interest Switch the following applies: [3]][for Securities other than Fixed Rate Securities and without an Interest Switch the following applies:[9]]) of the Terms and Conditions will be deleted and replaced by the following new § 3([3]/[9]):**

“Accrual of Interest. Unless EM Pass-Through Securities is specified as applicable in the applicable Final Terms in which case § 3([3]/[9]) shall not apply, each Security shall cease to bear interest from the expiry of the day preceding the day on which it is due for redemption, unless payment of principal and/or delivery of all assets deliverable is improperly withheld or refused. If the Issuer shall fail to redeem each Security when due, interest shall continue to accrue on the outstanding principal amount of such Security or, if Zero Recovery Portfolio Securities or Recovery Portfolio Securities is specified as applicable in the applicable Final Terms, on the Outstanding Principal Amount as of the day preceding the due date for redemption from (and including) the due date for redemption until (but excluding) the earlier of (i) the date on which all amounts due in respect of such Security have been paid and/or all assets deliverable in respect of such Security have been delivered, and (ii) five days after the date on which the full amount of the moneys payable in respect of such Security has been received by the Fiscal Agent and/or all assets in respect of such Security have been received by an agent appointed by the Issuer to deliver such assets to Securityholders and notice to that effect has been given to the Securityholders in accordance with § [in the case of Option I and Option II the following applies: [12]][in the case of Option V the following applies: [15]] at the Rate of Interest applicable in respect of the last occurring Interest Period, provided that:

- (a)
 - (i) if “Accrual of Interest upon Credit Event” is specified as applicable in the applicable Final Terms, each Security shall cease to bear interest from the Credit Event Determination Date; or
 - (ii) if “Accrual of Interest upon Credit Event” is specified as not applicable in the applicable Final Terms, subject as provided in paragraph (b) below and notwithstanding anything to the contrary in the Conditions, no interest will be payable in respect of the Securities in respect of which the relevant Interest Payment Date has not occurred on or prior to the Credit Event Determination Date or, if Zero Recovery Portfolio Securities or Recovery Portfolio Securities is specified as applicable in the applicable Final Terms, the last occurring Credit Event Determination Date, Provided That if the Credit Event Determination Date or, as applicable, last occurring Credit Event Determination Date falls prior to the first Interest Payment Date, no interest shall be payable in respect of the Securities;
- (b) subject to the provisions of § 6(4), § 6(5) or § 6(6), if DC Determinations is specified in the applicable Final Terms and a Credit Event Resolution Request Date occurs during an Interest Period but Conditions to Settlement are not satisfied on or prior to the Interest Payment Date in respect of such Interest Period (unless on or prior to such Interest

Payment Date (w) a DC No Credit Event Announcement occurs with respect thereto, (x) the relevant Credit Derivatives Determinations Committee has Resolved not to determine whether the relevant event constitutes a Credit Event with respect to the Reference Entity or Obligation thereof, (y) the requisite number of Convened DC Voting Members (as defined in the Rules) have not agreed to deliberate the issue within the requisite time period or (z) the request the subject of the Credit Event Resolution Request Date has been withdrawn in accordance with the Rules prior to the first meeting at which deliberations are held with respect to such request), no interest will be payable in respect of the Securities on that Interest Payment Date, notwithstanding that Conditions to Settlement are not then satisfied. If Conditions to Settlement are not satisfied on or prior to the Interest Payment Date in respect of the next Interest Period, the interest that would otherwise have been payable on the Interest Payment Date for the earlier Interest Period will be payable on the Interest Payment Date for that next Interest Period and interest will continue to be payable as provided herein thereafter. No further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; and

(c) if:

- (x) § 6(4) or § 6(5) applies in respect of the Securities and, in the case of § 6(4), a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date or, in the case of § 6(5) a Failure to Pay has not occurred on or prior to the Grace Period Extension Date, as the case may be; and/or
- (y) § 6(6) applies in respect of the Securities and the Scheduled Maturity Date, the Grace Period Extension Date or the Repudiation/Moratorium Evaluation Date, as the case may be, is postponed as provided therein,

then interest will accrue as provided in § 6(4), § 6(5) or § 6(6), as the case may be.

If EM Pass-Through Securities is specified as applicable in the applicable Final Terms, the provisions of § 6(25) below will apply.”

2. If the Securities are Instalment Securities, § 4(1) of the Terms and Conditions will be amended by the deletion and replacement of the second and third paragraphs thereof by the following new paragraphs:

Payment of principal other than payments of instalments of principal in respect of Definitive Securities shall be made, subject to paragraph (2), against presentation and (except in the case of partial payment where the Security shall be endorsed) surrender of the relevant Definitive Security to the Fiscal Agent or to any other Paying Agent outside the United States.

Payment of Instalments of Principal. Payments of instalments of principal in respect of Definitive Securities shall (subject as provided below) be made, subject to paragraph (2), against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with paragraph (2). Each Receipt must be presented for payment of the relevant instalment together with the Security to which it appertains. Receipts presented without the Security to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any Security becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

3. § 4(6) will be deleted and replaced by the following new § 4(6):

"References to Principal and Interest. References in these Conditions to principal in respect of the Securities shall be deemed to include, as applicable: the Redemption Amount; the Credit Event Redemption Amount; the Early Redemption Amount; **[if redeemable at the option of Issuer for other than taxation reasons the following applies: the Call Redemption Amount;] [if redeemable at the option of the Securityholder the following applies: the Put Redemption Amount;] [if the Securities are subordinated and redemption at the Early Redemption Amount in the case of a regulatory event applies the following applies: the Early Redemption Amount]** and any premium and any other amounts which may be payable under or in respect of the Securities. [Reference in these Conditions to interest in respect of the Securities shall be deemed to include any Additional Amounts which may be payable under § **[in the case of Option I and Option II the following applies: [7]] [in the case of Option V the following applies: [10]].]**”

4. § 5(1) of the Terms and Conditions will be deleted and replaced by the following new § 5(1):

“CREDIT LINKED SECURITIES

- (1) (a) *Redemption at Maturity.* Unless previously redeemed or purchased and cancelled in accordance with these Conditions and subject as provided in § 6(1), § 6(2) and § 6(3) each principal amount of Securities equal to the Calculation Amount set out in the applicable Final Terms will be redeemed on the Maturity Date by payment of the Redemption Amount.
- (b) *Redemption in Instalments.* Where Redemption in Instalments is specified as applicable in the applicable Final Terms, unless previously redeemed or purchased and cancelled in accordance with these Conditions and subject as provided in § 6(1), § 6(2) and § 6(3) each principal amount of Securities equal to the Calculation Amount set out in the applicable Final Terms will be redeemed on the Instalment Dates at the Instalment Amounts set out in the applicable Final Terms.”

5. **[In the case of Option I and Option II the following applies: The following will be inserted as a new § 6 and the subsequent Conditions (including the original § 6) will be re-numbered accordingly][In the case of Option V the following applies: § 6 will be deleted and replaced by the following new § 6]:**

“PROVISIONS FOR CREDIT LINKED SECURITIES

The **“Redemption Amount”** in respect of each principal amount of Securities equal to the Calculation Amount for the purposes of § 5(1) shall be specified in the applicable Final Terms.

- (1) *Auction Settlement.*

If Conditions to Settlement are satisfied during the Notice Delivery Period (such date of satisfaction, the **“Credit Event Determination Date”**) and Auction Settlement is specified in the applicable Final Terms, the Issuer shall give notice to the Securityholders in accordance with § [12]/[15] and redeem all but not some only of the Securities, each principal amount of Securities equal to the Calculation Amount being redeemed by the Issuer at the Credit Event Redemption Amount on the Credit Event Redemption Date, provided that if the relevant Conditions to Settlement are subsequently deemed not to have been satisfied in accordance with the definition thereof in § 6(10), the Credit Event Determination Date previously determined shall be deemed not to have occurred and the redemption of the Securities shall be cancelled and the Securities shall continue in accordance with their terms as if the relevant Conditions to Settlement had not been satisfied, subject to such adjustments as the Calculation Agent determines appropriate in its sole and absolute discretion to reflect the retrospective effect of this provision (including, without limitation, adjusting the due date for payment of any amount payable under the Securities). The Issuer shall give notice to the Securityholders in accordance with § [12]/[15] that the relevant Conditions to Settlement are deemed not to have been satisfied as soon as practicable thereafter.

If:

- (x) unless settlement has occurred in accordance with the paragraph above, Conditions to Settlement are satisfied pursuant to sub-paragraph (a) of the definition thereof and on or prior to the Auction Cut-Off Date:
 - (i) ISDA publicly announces that no Auction will be held in accordance with any Credit Derivatives Auction Settlement Terms in relation to obligations of appropriate seniority of the Reference Entity (the date on which ISDA first makes such announcement, the “**No Auction Announcement Date**”);
 - (ii) no No Auction Announcement Date has occurred but the relevant Credit Derivatives Determinations Committee has not determined that one or more Auctions will be held in accordance with any Credit Derivatives Auction Settlement Terms in relation to obligations of appropriate seniority of the Reference Entity; or
 - (iii) the Calculation Agent determines that it is not reasonably likely that an Auction will be held in accordance with any Credit Derivatives Auction Settlement Terms in relation to obligations of appropriate seniority of the Reference Entity and gives notice of such to the Issuer (the date on which the Calculation Agent gives such notice, the “**Calculation Agent No Auction Determination Date**”); or
- (y) Conditions to Settlement are satisfied pursuant to sub-paragraph (b) of the definition thereof,

then:

- (A) if Cash Settlement is specified as the applicable Fallback Settlement Method in the applicable Final Terms, the Issuer shall redeem the Securities in accordance with § 6(2) below; or
- (B) if Physical Settlement is specified as the applicable Fallback Settlement Method in the applicable Final Terms, the Issuer shall redeem the Securities in accordance with § 6(3) below.

If Conditions to Settlement are satisfied and the Securities become redeemable in accordance with this § 6(1), upon payment of the Credit Event Redemption Amount in respect of the Securities the Issuer shall have discharged its obligations in respect of the Securities and shall have no other liability or obligation whatsoever in respect thereof. The Credit Event Redemption Amount may be less than the principal amount of a Security. Any shortfall shall be borne by the Securityholders and no liability shall attach to the Issuer.

(2) *Cash Settlement.*

If Conditions to Settlement are satisfied during the Notice Delivery Period (such date of satisfaction, the “**Credit Event Determination Date**”) and Cash Settlement is specified in the applicable Final Terms or if § 6(1)(A) above applies, the Issuer shall give notice to the Securityholders in accordance with § [12]/[15] and redeem all but not some only of the Securities, each principal amount of Securities equal to the Calculation Amount being redeemed by the Issuer at the Credit Event Redemption Amount on the Credit Event Redemption Date, provided that if the relevant Conditions to Settlement are subsequently deemed not to have been satisfied in accordance with the definition thereof in § 6(10), the Credit Event Determination Date previously determined shall be deemed not to have occurred and the redemption of the Securities shall be cancelled and the Securities shall continue in accordance with their terms as if the relevant Conditions to Settlement had not been satisfied, subject to such adjustments as the Calculation Agent determines appropriate in its sole and absolute discretion to reflect the retrospective effect of this provision (including, without limitation, adjusting the due date for payment of any amount

payable under the Securities). The Issuer shall give notice to the Securityholders in accordance with § [12]/[15] that the relevant Conditions to Settlement are deemed not to have been satisfied as soon as practicable thereafter.

If Conditions to Settlement are satisfied and the Securities become redeemable in accordance with this § 6(2), upon payment of the Credit Event Redemption Amount in respect of the Securities the Issuer shall have discharged its obligations in respect of the Securities and shall have no other liability or obligation whatsoever in respect thereof. The Credit Event Redemption Amount may be less than the principal amount of a Security. Any shortfall shall be borne by the Securityholders and no liability shall attach to the Issuer.

(3) *Physical Settlement.*

If Conditions to Settlement are satisfied during the Notice Delivery Period (such date of satisfaction, the “**Credit Event Determination Date**”) and Physical Delivery is specified in the applicable Final Terms or if § 6(1)(B) above applies, the Issuer shall give notice (such notice a “**Notice of Physical Settlement**”) to the Securityholders in accordance with § [12]/[15] and redeem all but not some only of the Securities, each principal amount of Securities equal to the Calculation Amount being redeemed by Delivery of the Deliverable Obligations comprising the Asset Amount, subject to and in accordance with § 6(7) and (8), provided that if the relevant Conditions to Settlement are subsequently deemed not to have been satisfied in accordance with the definition thereof in § 6(10), the Credit Event Determination Date previously determined shall be deemed not to have occurred and the redemption of the Securities shall be cancelled and the Securities shall continue in accordance with their terms as if the relevant Conditions to Settlement had not been satisfied, subject to such adjustments as the Calculation Agent determines appropriate in its sole and absolute discretion to reflect the retrospective effect of this provision (including, without limitation, adjusting the due date for payment of any amount payable under the Securities). The Issuer shall give notice to the Securityholders in accordance with § [12]/[15] that the relevant Conditions to Settlement are deemed not to have been satisfied as soon as practicable thereafter. In the Notice of Physical Settlement the Issuer shall specify the Deliverable Obligations comprising the Asset Amount that it reasonably expects to Deliver. **For the avoidance of doubt, the Calculation Agent shall be entitled to select any of the Deliverable Obligations to constitute the Asset Amount, irrespective of their market value.**

If “Restructuring Maturity Limitation and Fully Transferable Obligation” is specified as applicable in the applicable Final Terms and Restructuring is the only Credit Event specified in a Credit Event Notice or the subject of the DC Resolution resulting in the satisfaction of Conditions to Settlement, as applicable, then a Deliverable Obligation may be included in the Asset Amount only if it (i) is a Fully Transferable Obligation and (ii) has a final maturity date not later than the Restructuring Maturity Limitation Date.

If “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified as applying in the applicable Final Terms and Restructuring is the only Credit Event specified in a Credit Event Notice or the subject of the DC Resolution resulting in the satisfaction of Conditions to Settlement, as applicable, then a Deliverable Obligation may be included in the Asset Amount only if it (i) is a Conditionally Transferable Obligation and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date.

If Conditions to Settlement are satisfied and the Securities become redeemable in accordance with this § 6(3), upon Delivery of the Deliverable Obligations Deliverable and/or payment of the Cash Settlement Amount, as the case may be, the Issuer shall have discharged its obligations in respect of the Securities and shall have no other liability or obligation whatsoever in respect thereof. The value of such Deliverable Obligations and/or the Cash Settlement Amount may be less than the principal amount of a Security. Any shortfall shall be borne by the Securityholders and no liability shall attach to the Issuer.

(4) *Repudiation/Moratorium Extension.*

Where Repudiation/Moratorium is specified as a Credit Event in the applicable Final Terms, the provisions of this § 6(4) shall apply.

Where Conditions to Settlement have not been satisfied on or prior to the Scheduled Maturity Date but the Repudiation/Moratorium Extension Condition has been satisfied on or prior to the Scheduled Maturity Date or, if § 6(6)(y) applies, the Postponed Maturity Date (as defined below) and the Repudiation/Moratorium Evaluation Date in respect of the Potential Repudiation Moratorium will in the sole determination of the Calculation Agent, fall after the Scheduled Maturity Date or the Postponed Maturity Date, as applicable, then the Calculation Agent shall notify the Securityholders in accordance with § [12]/[15] that a Potential Repudiation/Moratorium has occurred and:

- (i) where a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date:
 - (A) each principal amount of Securities equal to the Calculation Amount will be redeemed by the Issuer by payment of the Redemption Amount on the second Business Day following the Repudiation/Moratorium Evaluation Date; and
 - (B) in the case of interest bearing Securities, the Issuer shall be obliged to pay (x) interest calculated as provided herein, accruing from (and including) the first day of the Interest Period ending on (but excluding) the Scheduled Maturity Date to (but excluding) the Scheduled Maturity Date or, in the case of EM Pass-Through Securities, in respect of the Interest Payment Date falling on the Maturity Date and (y) additional interest calculated as provided herein on the basis of an additional Interest Period in respect of the Securities commencing on (and including) the Scheduled Maturity Date and ending on (but excluding) the second Business Day following the Repudiation/Moratorium Evaluation Date and determined by applying an overnight deposit rate determined by the Calculation Agent in its sole and absolute discretion from such source(s) as it may select for such day to the Calculation Amount, but shall only be obliged to make such payments of interest on the second Business Day following the Repudiation/Moratorium Evaluation Date and no further or other amount in respect of interest or such delay shall be payable; or
- (ii) where a Repudiation/Moratorium has occurred on or prior to the Repudiation/Moratorium Evaluation Date and Conditions to Settlement are satisfied in the Notice Delivery Period the provisions of §6(1), § 6(2) or § 6(3) as applicable shall apply to the Securities.

(5) *Grace Period Extension.*

If “Grace Period Extension” is specified as applicable in the applicable Final Terms, the provisions of this §6(5) shall apply:

Where Conditions to Settlement have not been satisfied on or prior to the Scheduled Maturity Date but a Potential Failure to Pay has occurred with respect to one or more Obligation(s) in respect of which a Grace Period is applicable on or prior to the Scheduled Maturity Date (and such Grace Period(s) is/are continuing as at the Scheduled Maturity Date), then:

- (i) where a Failure to Pay has not occurred on or prior to the Grace Period Extension Date:
 - (A) each principal amount of Securities equal to the Calculation Amount will be redeemed by the Issuer by payment of the Redemption Amount on the Grace Period Extension Date; and
 - (B) in the case of interest bearing Securities, the Issuer shall be obliged to pay (x) interest calculated as provided herein, accruing from (and including) the first day of the Interest Period ending on (but excluding) the Scheduled Maturity Date to

(but excluding) the Scheduled Maturity Date or, in the case of EM Pass-Through Securities, in respect of the Interest Payment Date falling on the Maturity Date and (y) additional interest calculated as provided herein on the basis of an additional Interest Period in respect of the Securities commencing on (and including) the Scheduled Maturity Date and ending on (but excluding) the Grace Period Extension Date and determined by applying an overnight deposit rate determined by the Calculation Agent in its sole and absolute discretion from such source(s) as it may select for such day to the Calculation Amount, but shall only be obliged to make such payments of interest on the Grace Period Extension Date and no further or other amount in respect of interest or such delay shall be payable; or

- (ii) where a Failure to Pay has occurred on or prior to the Grace Period Extension Date and Conditions to Settlement are satisfied in the Notice Delivery Period the provisions of § 6(1), § 6(2) or § 6(3) as applicable shall apply to the Securities.

(6) *Maturity Date Extension.*

If:

- (x) on (A) the Scheduled Maturity Date or, (B) if applicable, the Repudiation/Moratorium Evaluation Date, or (C) if Grace Period Extension is specified as applying in the applicable Final Terms, the Grace Period Extension Date, as the case may be, Conditions to Settlement have not been satisfied but, in the opinion of the Calculation Agent, a Credit Event may have occurred; or
- (y) on the Scheduled Maturity Date, in the opinion of the Calculation Agent a Potential Repudiation/Moratorium may have occurred,

the Calculation Agent may notify the Securityholders in accordance with § [12]/[15] that the Scheduled Maturity Date, the Repudiation/Moratorium Evaluation Date or the Grace Period Extension Date, as the case may be, has been postponed to a date (such date the “**Postponed Maturity Date**”) specified in such notice falling ninety calendar days after the Scheduled Maturity Date, the Repudiation/Moratorium Evaluation Date or the Grace Period Extension Date, as the case may be, or if such date is not a Business Day, the immediately succeeding Business Day and

where:

- (i) in the case of § 6(6)(x) Conditions to Settlement are not satisfied on or prior to the Postponed Maturity Date, or, in the case of § 6(6)(y), the Repudiation/Moratorium Extension Condition is not satisfied on or prior to the Postponed Maturity Date:
 - (A) subject as provided below each principal amount of Securities equal to the Calculation Amount will be redeemed by the Issuer by payment of the Redemption Amount on the Postponed Maturity Date; and
 - (B) in the case of interest bearing Securities, the Issuer shall be obliged to pay (x) interest calculated as provided herein accruing from (and including) the first day of the Interest Period ending on (but excluding) the Scheduled Maturity Date to (but excluding) the Scheduled Maturity Date or, in the case of EM Pass-Through Securities, in respect of the Interest Payment Date falling on the Maturity Date and (y) additional interest calculated as provided herein on the basis of an additional Interest Period in respect of the Securities commencing on (and including) the Scheduled Maturity Date, the Repudiation/Moratorium Evaluation Date or the Grace Period Extension Date, as the case may be, and ending on (but excluding) the Postponed Maturity Date and determined by applying an overnight deposit rate determined by the Calculation Agent in its sole and absolute discretion from such source(s) as it may select for such day to the

Calculation Amount, but shall only be obliged to make such payments of interest on the Postponed Maturity Date and no further or other amount in respect of interest or such delay shall be payable; or

- (ii) where:
 - (A) in the case of § 6(6)(x) Conditions to Settlement are satisfied on or prior to the Postponed Maturity Date, the provisions of § 6(1), § 6(2) or § 6(3) as applicable shall apply to the Securities; or
 - (B) in the case of § 6(6)(y) the Repudiation/Moratorium Extension Condition is satisfied on or prior to the Postponed Maturity Date, the provisions of § 6(4) shall apply to the Securities.

(7) *Physical Delivery.*

- (i) If any Security is to be redeemed by Delivery of the Deliverable Obligations comprising the Asset Amount, in order to obtain Delivery of the Deliverable Obligations comprising the Asset Amount(s) in respect of any Security:
 - (C) if such Security is represented by a Global Security, the relevant Securityholder must deliver to the relevant Clearing System, with a copy to the Issuer not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice; and
 - (D) if such Security is in definitive form, the relevant Securityholder must deliver to any Paying Agent with a copy to the Issuer not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice (as defined below).

Forms of the Asset Transfer Notice may be obtained during normal business hours from the specified office of any Paying Agent.

An Asset Transfer Notice may only be delivered (i) if such Security is represented by a Global Security, in such manner as is acceptable to the relevant Clearing System, or (ii) if such Security is in definitive form, in writing or by tested telex.

If the Security is in definitive form, the Security must be delivered together with the duly completed Asset Transfer Notice. An Asset Transfer Notice must:

- (1) specify the name and address of the relevant Securityholder, the person from whom the Issuer may obtain details for the Delivery of the Deliverable Obligations comprising the Asset Amount and any details required for Delivery of the Deliverable Obligations comprising the Asset Amount set out in the applicable Final Terms;
- (2) in the case of Securities represented by a Global Security, specify the principal amount of Securities which are the subject of such notice and the number of the Securityholder's account at the relevant Clearing System, to be debited with such Securities and irrevocably instruct and authorise the relevant Clearing System to debit the relevant Securityholder's account with such Securities on or before the Settlement Date;
- (3) include an undertaking to pay all Delivery Expenses and, in the case of Securities represented by a Global Security, an authority to debit a specified account of the Securityholder at the relevant Clearing System in respect thereof and to pay such Delivery Expenses;

- (4) specify an account to which any amounts payable pursuant to § 6(8) or any other cash amounts specified in the applicable Final Terms as being payable are to be paid; and
- (5) authorise the production of such notice in any applicable administrative or legal proceedings.

No Asset Transfer Notice may be withdrawn after receipt thereof by the relevant Clearing System or a Paying Agent, as the case may be, as provided above. After delivery of an Asset Transfer Notice, the relevant Securityholder may not transfer the Securities which are the subject of such notice.

In the case of Securities represented by a Global Security, upon receipt of such notice, the relevant Clearing System shall verify that the person specified therein as the Securityholder is the holder of the specified principal amount of Securities according to its books.

Failure properly to complete and deliver an Asset Transfer Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in these Conditions shall be made, in the case of Securities represented by a Global Security, by the relevant Clearing System after consultation with the Issuer and shall be conclusive and binding on the Issuer and the relevant Securityholder and, in the case of Securities in definitive form, by the relevant Paying Agent after consultation with the Issuer, and shall be conclusive and binding on the Issuer and the relevant Securityholder.

Delivery of the Deliverable Obligations comprising the Asset Amount in respect of each Security shall be made at the risk of the relevant Securityholder in such commercially reasonable manner as the Calculation Agent shall in its sole discretion determine and notify to the person designated by the Securityholder in the relevant Asset Transfer Notice or in such manner as is specified in the applicable Final Terms.

If a Securityholder fails to give an Asset Transfer Notice as provided herein on or prior to the Cut-Off Date specified in the applicable Final Terms, the Issuer will, subject as provided above, Deliver the Deliverable Obligations comprising the Asset Amount in respect of the relevant Securities as soon as practicable after the receipt of the duly completed Asset Transfer Notice, provided that if, in respect of a Security, a Securityholder fails to give an Asset Transfer Notice prior to the day falling 180 calendar days after the Cut-Off Date, the Issuer's obligations in respect of such Securities shall be discharged and the Issuer shall have no liability in respect thereof.

- (ii) All Delivery Expenses arising from the Delivery of the Deliverable Obligations comprising the Asset Amounts in respect of such Securities shall be for the account of the relevant Securityholder and no Delivery of the Deliverable Obligations comprising the Asset Amount shall be made until all Delivery Expenses have been paid to the satisfaction of the Issuer by the relevant Securityholder.

After Delivery of the Deliverable Obligations comprising an Asset Amount and for the Intervening Period, none of the Issuer, the Calculation Agent nor any other person shall at any time (x) be under any obligation to deliver or procure delivery to any Securityholder any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of the securities or obligations included in such Asset Amount, (y) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities or obligations included in such Asset Amount or (z) be under any liability to a Securityholder in respect of any loss or damage which such Securityholder may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities or obligations included in such Asset Amount.

- (iii) In relation to each Deliverable Obligation constituting an Asset Amount the Issuer will Deliver or procure the Delivery of the relevant Deliverable Obligation as provided below on the Settlement Date, provided that if all or some of the Deliverable Obligations included in such Asset Amount are Undeliverable Obligations and/or Hedge Disruption Obligations, then the Issuer shall continue to attempt to Deliver all or a portion of such Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, on or before the 30th Business Day following the Settlement Date (the “**Final Delivery Date**”),

Provided Further That if all or a portion of such Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, are not Delivered by the Final Delivery Date the provisions of § 6(8) shall apply.

(8) *Partial Cash Settlement.*

If all or a portion of the Undeliverable Obligations or Hedge Disruption Obligations comprising the Asset Amount are not Delivered by the Final Delivery Date, the Issuer shall give notice (a “**Cash Settlement Notice**”) to the Securityholders in accordance with § [12]/[15] and the Issuer shall pay in respect of each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, the Cash Settlement Amount on the Cash Settlement Date.

In the Cash Settlement Notice the Issuer must give details of why it is unable to deliver the relevant Undeliverable Obligations or Hedge Disruption Obligation, as the case may be.

Unless otherwise specified in the applicable Final Terms, for the purposes of this § 6(8) the following terms are deemed to have the following meanings:

“**Cash Settlement Amount**” is deemed to be, for each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, an amount calculated by the Calculation Agent equal to the greater of (i) (A) the Outstanding Principal Balance, the Due and Payable Amount or the Currency Amount, as applicable, of each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, multiplied by (B) the Final Price with respect to such Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, less (C) Unwind Costs, if any (but excluding any Unwind Costs already taken into account in calculating the relevant Asset Amount), and (ii) zero.

“**Cash Settlement Date**” is deemed to be the date falling three Business Days after the calculation of the Final Price.

“**Indicative Quotation**” means, in accordance with the Quotation Method, each quotation obtained from a Quotation Dealer at the Valuation Time for (to the extent reasonably practicable) an amount of the Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, equal to the Quotation Amount, which reflects such Quotation Dealer’s reasonable assessment of the price of such Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, based on such factors as such Quotation Dealer may consider relevant, which may include historical prices and recovery rates.

“**Market Value**” means, with respect to an Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, on a Valuation Date:

- (i) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the same highest and lowest values (and, if more than one such Full Quotations have the same highest or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);
- (ii) if exactly three Full Quotations are obtained, the Full Quotations remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);

- (iii) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations;
- (iv) if fewer than two Full Quotations are obtained and a Weighted Average Quotation is obtained, such Weighted Average Quotation;
- (v) if Indicative Quotations are specified as applying in the applicable Final Terms and exactly three Indicative Quotations are obtained, the Indicative Quotation remaining after disregarding the highest and lowest Indicative Quotations (and, if more than one such Indicative Quotations have the same highest or lowest value, then one of such highest or lowest Indicative Quotations shall be disregarded);
- (vi) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three Indicative Quotations are obtained) then, subject to sub-paragraph (b) of the definition of "Quotation" below, an amount as determined by the Calculation Agent on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation or, if applicable, three Indicative Quotations are obtained; and
- (vii) if fewer than two Full Quotations are obtained, no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three Indicative Quotations are obtained) on the same Business Day on or prior to the fifteenth Business Day following the Valuation Date, the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such fifteenth Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations (or, if applicable, Indicative Quotations) for the Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, obtained from Quotation Dealers at the Valuation Time on such fifteenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations (or, if applicable, Indicative Quotations) were not obtained on such day.

"Quotation" means each Full Quotation, the Weighted Average Quotation and, if Indicative Quotations are specified as applying in the applicable Final Terms, each Indicative Quotation obtained and expressed as a percentage with respect to a Valuation Date in the manner that follows:

- (b) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the fifteenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers, and, if two or more Full Quotations are not available, a Weighted Average Quotation. If two or more such Full Quotations or a Weighted Average Quotation are not available on any such Business Day and Indicative Quotations are specified as applying in the applicable Final Terms, the Calculation Agent shall attempt to obtain three Indicative Quotations from five or more Quotation Dealers.
- (c) If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation (or, if Indicative Quotations are specified as applying in the applicable Final Terms, three Indicative Quotations) on the same Business Day on or prior to the fifteenth Business Day following the Valuation Date, the Quotations shall be deemed to be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such fifteenth Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations (or, if applicable, Indicative Quotations) for the Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, obtained from Quotation Dealers at the Valuation Time on such fifteenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed

to be zero for the balance of the Quotation Amount for which firm quotations (or, if applicable, Indicative Quotations) were not obtained on such day.

- (d) The Calculation Agent shall determine, based on the then current market practice in the market of the relevant Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, whether such Quotations shall include or exclude accrued but unpaid interest. All Quotations shall be obtained in accordance with this specification or determination.
- (e) If any Quotation obtained with respect to an Accreting Obligation is expressed as a percentage of the amount payable in respect of such obligation at maturity, such Quotation will instead be expressed as a percentage of the Outstanding Principal Balance for purposes of determining the Final Price.

“Quotation Amount” is deemed to be, with respect to each type or issue of Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained), as applicable, of such Undeliverable Obligation or Hedge Disruption Obligations, as the case may be.

“Quotation Method” is deemed to be Bid.

“Reference Obligation” is deemed to be each Undeliverable Obligation or Hedge Disruption Obligations, as the case may be.

“Valuation Method” is deemed to be Highest unless fewer than two Full Quotations are obtained or a Weighted Average Quotation applies (or, if applicable, Indicative Quotations), in which case “Valuation Method” is deemed to be Market.

“Valuation Time” is the time specified as such in the applicable Final Terms, or, if no time is so specified, 11:00 a.m. in the principal trading market for the Undeliverable Obligation or Hedge Disruption Obligations, as the case may be.

“Weighted Average Quotation” means, in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, with an Outstanding Principal Balance of as large a size as available but less than the Quotation Amount that in aggregate are approximately equal to the Quotation Amount.

- (9) *Redemption following a Merger Event.*

If § 6(9) is specified as applicable in the applicable Final Terms, in the event that in the determination of the Calculation Agent a Merger Event has occurred, the Issuer may give notice to the Securityholders in accordance with § [12]/[15] and redeem the Securities at the Early Redemption Amount on the Merger Event Redemption Date.

- (10) *Applicable Definitions.*

The following terms shall have the meanings given to them in the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”) on 14 July 2009:

“Auction”;

“Auction Final Price”;

“Credit Derivatives Auction Settlement Terms”;

“Credit Derivatives Determinations Committee”;

“DC Resolutions”;

“Resolved”;

“Resolves”; and

“Rules”.

“Accreted Amount” means, with respect to an Accreting Obligation, an amount equal to (a) the sum of (i) the original issue price of such obligation and (ii) the portion of the amount payable at maturity that has accreted in accordance with the terms of the obligation (or as otherwise described below), less (b) any cash payments made by the obligor thereunder that, under the terms of such obligation, reduce the amount payable at maturity (unless such cash payments have been accounted for in (a)(ii) above), in each case calculated as of the earlier of (A) the date on which any event occurs that has the effect of fixing the amount of a claim in respect of principal and (B) the Delivery Date or applicable Valuation Date, as the case may be (if any). Such Accreted Amount shall include any accrued and unpaid periodic cash interest payments (as determined by the Calculation Agent in its sole and absolute discretion) only if “Include Accrued Interest” is specified as applicable in the applicable Final Terms. If an Accreting Obligation is expressed to accrete pursuant to a straight-line method or if such Obligation’s yield to maturity is not specified in, nor implied from, the terms of such Obligation, then, for the purposes of (a)(ii) above, the Accreted Amount shall be calculated using a rate equal to the yield to maturity of such Obligation. Such yield shall be determined on a semi-annual bond equivalent basis using the original issue price of such obligation and the amount payable at the scheduled maturity of such obligation, and shall be determined as of the earlier of (A) the date on which any event occurs that has the effect of fixing the amount of a claim in respect of principal and (B) the Delivery Date or applicable Valuation Date, as the case may be. The Accreted Amount shall exclude, in the case of an Exchangeable Obligation, any amount that may be payable under the terms of such obligation in respect of the value of the Equity Securities for which such obligation is exchangeable.

“Accreting Obligation” means any obligation (including, without limitation, a Convertible Obligation or an Exchangeable Obligation), the terms of which expressly provide for an amount payable upon acceleration equal to the original issue price (whether or not equal to the face amount thereof) plus an additional amount or amounts (on account of original issue discount or other accruals of interest or principal not payable on a periodic basis) that will or may accrete, whether or not (a) payment of such additional amounts is subject to a contingency or determined by reference to a formula or index, or (b) periodic cash interest is also payable.

“Affiliate” means, in relation to any entity (the **“First Entity”**), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes “control” means ownership of a majority of the voting power of an entity.

“Asset Amount” means, in respect of each principal amount of Securities equal to the Calculation Amount, Deliverable Obligations, as selected by the Calculation Agent in its sole and absolute discretion, with:

- (f) in the case of Deliverable Obligations that are Borrowed Money, an Outstanding Principal Balance (including accrued but unpaid interest (as determined by the Calculation Agent) if

“Include Accrued Interest” is specified as applying in the applicable Final Terms, but excluding accrued but unpaid interest if “Exclude Accrued Interest” is specified as applying in the applicable Final Terms, and if neither “Include Accrued Interest” nor “Exclude Accrued Interest” is specified as applying in the applicable Final Terms, excluding accrued but unpaid interest); or

- (g) in the case of Deliverable Obligations that are not Borrowed Money, a Due and Payable Amount,

(or, in the case of either (a) or (b), the equivalent Currency Amount of any such amount), in an aggregate amount as of the relevant Delivery Date equal to the Calculation Amount less, if Unwind Costs are specified as applicable in the applicable Final Terms, Deliverable Obligations with a market value determined by the Calculation Agent in its sole and absolute discretion on the Business Day selected by the Calculation Agent falling during the period from and including the Credit Event Determination Date to and including the Delivery Date equal to Unwind Costs.

If an obligation by its terms represents or contemplates an obligation to pay an amount greater than the Outstanding Principal Balance of such obligation as of the Delivery Date as a result of the occurrence or non-occurrence of an event or circumstance, the Outstanding Principal Balance of such obligation shall not include any additional amount that would be payable upon the occurrence or non-occurrence of such event or circumstance.

“**Asset Transfer Notice**” means a duly completed asset transfer notice substantially in the form set out in the Agency Agreement.

“**Auction Cut-Off Date**” means the date falling ninety calendar days after (a) the Scheduled Maturity Date or, (b) if § 6(4)(ii) applies, the Repudiation/Moratorium Evaluation Date, or (c) if § 6(5)(ii) applies, the Grace Period Extension Date or, (d) if § 6(6)(ii) applies, the Postponed Maturity Date.

“**Auction Final Price**” means:

- (h) if the relevant Credit Derivatives Determinations Committee determines that an Auction will be held in accordance with any Credit Derivatives Auction Settlement Terms in relation to obligations of appropriate seniority of the Reference Entity in respect of which Conditions to Settlement have been satisfied, the relevant Auction Final Price determined in accordance with such Auction; or
- (i) if the relevant Credit Derivatives Determinations Committee determines that more than one Auction will be held in accordance with any Credit Derivatives Auction Settlement Terms in relation to obligations of appropriate seniority of the Reference Entity in respect of which Conditions to Settlement have been satisfied:
 - (i) the Auction Final Price determined in accordance with the Auction applicable to credit derivatives transactions triggered by the credit protection buyer thereunder (“**Buyer Credit Derivatives Transactions**”) with Scheduled Termination Dates of a range within which the Scheduled Maturity Date falls;
 - (ii) if no Auction is held applicable to Buyer Credit Derivatives Transactions with Scheduled Termination Dates of a range within which the Scheduled Maturity Date falls, the Auction Final Price determined in accordance with the Auction applicable to Buyer Credit Derivatives Transactions with Scheduled Termination Dates falling next earliest to the Scheduled Maturity Date;
 - (iii) if no Auction is held applicable to Buyer Credit Derivatives Transactions with Scheduled Termination Dates falling next earliest to the Scheduled Maturity Date,

the Auction Final Price determined in accordance with the Auction applicable to Buyer Credit Derivatives Transactions with Scheduled Termination Dates falling next following the Scheduled Maturity Date; or

- (iv) if no Auction is held applicable to Buyer Credit Derivatives Transactions with Scheduled Termination Dates falling next following the Scheduled Maturity Date, the Auction Final Price determined in accordance with the Auction applicable to credit derivatives transactions triggered by the credit protection seller thereunder.

“Bankruptcy” means a Reference Entity:

- (j) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (k) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (l) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (m) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof or before the Maturity Date, whichever is earlier;
- (n) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (o) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (p) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter or before the Maturity Date, whichever is earlier; or
- (q) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has any analogous effect to any of the events specified in clauses (a) to (g) (inclusive).

“Best Available Information” means:

- (r) in the case of a Reference Entity which files information with its primary securities regulator or primary stock exchange that includes unconsolidated, pro forma financial information which assumes that the relevant Succession Event has occurred or which provides such information to its shareholders, creditors or other persons whose approval of the Succession Event is required, that unconsolidated, pro forma financial information and, if provided subsequently to the provision of unconsolidated, pro forma financial information but before the Calculation Agent makes its determination for the purposes of the definition of “Successor”, other relevant information that is contained in any written communication provided by the Reference Entity to its primary securities regulator,

primary stock exchange, shareholders, creditors or other persons whose approval of the Succession Event is required; or

- (s) in the case of a Reference Entity which does not file with its primary securities regulators or primary stock exchange, or which does not provide to shareholders, creditors or other persons whose approval of the Succession Event is required, the information contemplated in (a) above, the best publicly available information at the disposal of the Calculation Agent to allow it to make a determination for the purposes of the definition of "Successor".

Information which is made available more than fourteen calendar days after the legally effective date of the Succession Event shall not constitute "Best Available Information".

"Business Day":

- (t) has the meaning given to it in § 3 (*Interest*); or
- (u) if not defined in § 3 (*Interest*), means:
 - (i) (x) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively); or
 - (ii) (y) in relation to any sum payable in euro, a day on which the TARGET2 System is open; and a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in each Additional Credit Business Centre (if any) specified in the applicable Final Terms.

"Conditionally Transferable Obligation" means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if a Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of "Conditionally Transferable Obligation".

For purposes of determining whether a Deliverable Obligation satisfies the requirements of the definition of Conditionally Transferable Obligation, such determination shall be made as of the Delivery Date for the Deliverable Obligation, taking into account only the terms of the Deliverable Obligation and any related transfer or consent documents which have been obtained by the Issuer.

"Conditions to Settlement" means either:

- (v) if DC Determinations is specified in the applicable Final Terms and other than where the relevant Credit Event is a Restructuring, following the occurrence of a Credit Event Resolution Request Date on or following the Trade Date, ISDA publicly announces during

the Notice Delivery Period that the relevant Credit Derivatives Determinations Committee has Resolved that such event constitutes a Credit Event; or

- (w) the delivery by the Calculation Agent to the Issuer of a Credit Event Notice that is effective and if Notice of Publicly Available Information is specified as applying in the applicable Final Terms, a Notice of Publicly Available Information, that is effective, in each case, during the Notice Delivery Period,

Provided That,

- (i) in the case of sub-paragraph (a) above, if the relevant Credit Derivatives Determinations Committee subsequently resolves that the relevant event does not constitute a Credit Event, Conditions to Settlement shall be deemed not to have been satisfied; and
- (ii) in the case of sub-paragraph (b) above and if DC Determinations is specified in the applicable Final Terms, if following the delivery of the Credit Event Notice by the Calculation Agent a Credit Event Resolution Request Date occurs in relation to the event referred to in the Credit Event Notice and prior to the Valuation Date:
 - (A) the Credit Event Notice is deemed to be revoked in accordance with its definition below, Conditions to Settlement shall be deemed not to have been satisfied; or
 - (B) the relevant Credit Derivatives Determinations Committee Resolves that such event constitutes a Credit Event with respect to the relevant Reference Entity or Obligation thereof, the Calculation Agent may in its sole and absolute discretion revoke the Credit Event Notice by giving notice to the Issuer, in which case Conditions to Settlement shall be deemed not to have been satisfied in accordance with sub-paragraph (b) above but shall be deemed to be satisfied in accordance with sub-paragraph (a) above.

“Convertible Obligation” means any obligation that is convertible, in whole or in part, into Equity Securities solely at the option of holders of such obligation or a trustee or similar agent acting for the benefit only of holders of such obligation (or the cash equivalent thereof, whether the cash settlement option is that of the issuer or of (or for the benefit of) the holders of such obligation).

“Credit Event” means the occurrence of any one or more of the Credit Events specified in the applicable Final Terms which may include Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium or Restructuring, or any additional Credit Event specified in the applicable Final Terms, as determined by the Calculation Agent.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defense based upon:

- (x) any lack or alleged lack of authority or capacity of a Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;
- (y) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;
- (z) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory

authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or

- (aa) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

“Credit Event Backstop Date” means:

- (bb) for the purposes of any event that the relevant Credit Derivatives Determinations Committee has Resolved as constituting a Credit Event (or with respect to Repudiation/Moratorium, the event described in sub-paragraph (b) of the definition of Repudiation/Moratorium), the date that is 60 calendar days prior to the Credit Event Resolution Request Date; or
- (cc) otherwise:
 - (i) the date specified as such in the applicable Final Terms; or
 - (ii) if no such date is specified, the date that is 60 calendar days prior to the Trade Date.

For the avoidance of doubt, the Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

“Credit Event Notice” means a notice from the Calculation Agent (which may be by telephone) to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that describes a Credit Event that occurred at or after 12:01 a.m. (Greenwich Mean Time) on the Trade Date or, if earlier and if specified as applicable in the applicable Final Terms, the Credit Event Backstop Date and at or prior to 11:59 p.m., (Greenwich Mean Time), on the latest of:

- (dd) the Scheduled Maturity Date;
- (ee) where “Grace Period Extension” is specified as applicable in the applicable Final Terms, the Grace Period Extension Date if (i) the Credit Event that is the subject of the Credit Event Notice is a Failure to Pay that occurs after the Scheduled Maturity Date; and (ii) the Potential Failure to Pay with respect to such Failure to Pay occurs at or prior to 11:59 p.m., Greenwich Mean Time, on the Scheduled Maturity Date; and
- (ff) the Repudiation/Moratorium Evaluation Date if:
 - (i) the Credit Event that is the subject of the Credit Event Notice is a Repudiation/Moratorium that occurs after the Scheduled Maturity Date;
 - (ii) the Potential Repudiation/Moratorium with respect to such Repudiation/Moratorium occurs at or prior to 11:59 p.m., Greenwich Mean Time, on the Scheduled Maturity Date; and
 - (iii) the Repudiation/Moratorium Extension Condition is satisfied.

provided that if DC Determinations is specified in the applicable Final Terms:

- (gg) if the relevant Credit Derivatives Determinations Committee has Resolved that such event does not constitute a Credit Event with respect to the relevant Reference Entity or Obligation thereof, the Calculation Agent may not deliver a Credit Event Notice in relation thereto, unless the DC Resolutions in respect of which the Calculation Agent acting in good faith and in a commercially reasonable manner and taking into account the differences between the definition of Credit Event under the 2003 ISDA Credit Derivatives

Definitions and the definition of Credit Event hereunder and such other factor(s) as it deems appropriate, determines are inappropriate to follow for the purposes of the Securities; and

- (hh) if the relevant Credit Derivatives Determinations Committee subsequently Resolves that the event described in the Credit Event Notice does not constitute a Credit Event with respect to the relevant Reference Entity or Obligation thereof, the Credit Event Notice shall be deemed to be revoked and Conditions to Settlement shall be deemed not to have been satisfied, unless the DC Resolutions in respect of which the Calculation Agent acting in good faith and in a commercially reasonable manner and taking into account the differences between the definition of Credit Event under the 2003 ISDA Credit Derivatives Definitions and the definition of Credit Event hereunder and such other factor(s) as it deems appropriate, determines are inappropriate to follow for the purposes of the Securities.

For the avoidance of doubt, such deemed revocation of the Credit Event Notice shall not prevent the Calculation Agent from delivering a further Credit Event Notice subsequently in relation to a new Credit Event.

A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date the Credit Event Notice is effective.

“Credit Event Redemption Amount” means the amount specified as such in the applicable Final Terms or if no such amount is specified in the applicable Final Terms, an amount calculated by the Calculation Agent equal to:

$$(A \times B) - C$$

where:

“A” is the Calculation Amount;

“B” is the Final Price or, if Auction Settlement is specified in the applicable Final Terms and § 6(1)(A) does not apply, the Auction Final Price; and

“C” is (i) if “Unwind Costs” is specified as applicable in the applicable Final Terms, Unwind Costs or (ii) if “Unwind Costs” is specified as not applicable in the applicable Final Terms, zero,

provided that in no event shall the Credit Event Redemption Amount be less than zero.

“Credit Event Redemption Date” means the day following the number of Business Days specified in the applicable Final Terms (or, if a number of Business Days is not so specified, three Business Days) after (a) the calculation of the Final Price or the publication of the Auction Final Price, as the case may be or (b) if the Credit Event Redemption Amount is specified in the applicable Final Terms or Fixed Recovery is specified as applicable in the applicable Final Terms, the Credit Event Determination Date.

“Credit Event Resolution Request Date” means, with respect to a notice to ISDA, delivered in accordance with the Rules, requesting that a Credit Derivatives Determinations Committee be convened to Resolve:

- (ii) whether an event that constitutes a Credit Event has occurred with respect to the relevant Reference Entity or Obligation thereof; and
- (jj) if the relevant Credit Derivatives Determinations Committee Resolves that such event has occurred, the date of the occurrence of such event,

unless the DC Resolutions in respect of which the Calculation Agent acting in good faith and in a commercially reasonable manner and taking into account the differences between the definition of Credit Event under the 2003 ISDA Credit Derivatives Definitions and the definition of Credit Event hereunder and such other factor(s) as it deems appropriate, determines are inappropriate to follow for the purposes of the Securities, the date, as publicly announced by ISDA, that the relevant Credit Derivatives Determinations Committee Resolves to be the first date on which such notice was effective and on which the relevant Credit Derivatives Determinations Committee was in possession, in accordance with the Rules, of Publicly Available Information with respect to the DC Resolutions referred to in sub-paragraphs (a) and (b) above.

“Currency Amount” means, whenever an amount is denominated in a currency other than the Settlement Currency and is specified to be determined by reference to a Currency Amount, such amount converted to the relevant Settlement Currency using the Currency Rate.

“Currency Rate” means:

- (kk) the rate determined by the Calculation Agent equal to the rate of conversion of the currency of the Deliverable Obligation into the Settlement Currency by reference to:
 - (i) if the Settlement Currency is U.S. Dollars, the Federal Reserve Bank of New York 10:00 a.m. (New York time) mid point rate as displayed on Reuters page FEDSPOT on the date that the Notice of Physical Settlement is deemed given, or on such date and in such other commercially reasonable manner as it shall determine; or
 - (ii) if the Settlement Currency is Euro, the MEAN price as displayed on Reuters Page EUROFX/1 as of 12:00 p.m. (London time) on the date that the Notice of Physical Settlement is deemed given, or on such date and in such other commercially reasonable manner as it shall determine; or
- (ll) if the Settlement Currency is not U.S. Dollars or Euro, the rate determined by the Calculation Agent in its sole and absolute discretion in a commercially reasonable manner.

“Default Requirement” means the amount specified as such in the applicable Final Terms or its equivalent in the relevant Obligation Currency or, if a Default Requirement is not specified in the applicable Final Terms, USD 10,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Credit Event.

“Deliver” means to deliver, novate, transfer (including, in the case of a Qualifying Guarantee, transfer of the benefit of the Qualifying Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the Asset Amount to the relevant Securityholder free and clear of any and all liens, charges, claims or encumbrances (including without limitation any counterclaim, defence (other than a counterclaim or defense based on the factors set out in (a) to (d) in the definition of **“Credit Event”** above or right of set-off by or of the Reference Entity or, as applicable, an Underlying Obligor) provided that if all or a portion of the Asset Amount consists of Direct Loan Participations, **“Deliver”** means to create (or procure the creation of) a participation in favour of the relevant Securityholder and to the extent that the Deliverable Obligations consist of Qualifying Guarantees, **“Deliver”** means to Deliver both the Qualifying Guarantee and the Underlying Obligation. **“Delivery”** and **“Delivered”** will be construed accordingly. In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time.

“**Deliverable Obligation**” means, subject as provided in § 6(3):

- (mm) any obligation of a Reference Entity (either directly, as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in the applicable Final Terms, as provider of any Qualifying Guarantee) determined pursuant to the method described in “(A) Method for Determining Deliverable Obligations” below (but excluding any Excluded Deliverable Obligation specified in the applicable Final Terms) that (i) is payable in an amount equal to its Outstanding Principal Balance or Due and Payable Amount, as applicable, (ii) is not subject to any counterclaim, defense (other than a counterclaim or defense based on the factors set forth in sub-paragraphs (a) to (d) of the definition of “Credit Event” above) or right of set off by or of a Reference Entity or, as applicable, an Underlying Obligor and (iii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, at the date on which the Notice of Physical Settlement is deemed given, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the Outstanding Principal Balance or Due and Payable Amount being Delivered apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement;
- (nn) subject to the second paragraph of the definition of “Not Contingent” in “(A) Method for Determining Deliverable Obligations” below, each Reference Obligation, unless specified in the applicable Final Terms as an Excluded Deliverable Obligation;
- (oo) solely in relation to a Restructuring Credit Event applicable to a Sovereign Reference Entity, any Sovereign Restructured Deliverable Obligation (but excluding any Excluded Deliverable Obligation) that (i) is payable in an amount equal to its Outstanding Principal Balance or Due and Payable Amount, as applicable, (ii) is not subject to any counterclaim, defense (other than a counterclaim or defense based on the factors set forth in sub-paragraphs (a) - (d) of the definition of “Credit Event” above) or right of setoff by or of a Reference Entity or, as applicable, an Underlying Obligor and (iii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, at the date on which the Notice of Physical Settlement is deemed given, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the Outstanding Principal Balance or Due and Payable Amount being Delivered apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement; and
- (pp) any Additional Deliverable Obligation of a Reference Entity specified as such in the applicable Final Terms.

(A) **Method for Determining Deliverable Obligations.** For the purposes of this definition of “Deliverable Obligation”, the term “Deliverable Obligation” may be defined as each obligation of each Reference Entity described by the Deliverable Obligation Category specified in the applicable Final Terms, and, subject to (B)(3) below, having each of the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms, in each case, as of the date on which the Notice of Physical Settlement is deemed given. The following terms shall have the following meanings:

- (1) “**Deliverable Obligation Category**” means one of Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan (each as defined in the definition of “Obligation” below, except that, for the purpose of determining Deliverable Obligations, the definition of “Reference Obligations Only” shall be amended to state that no Deliverable Obligation Characteristics shall be applicable to Reference Obligations Only).

(2) **“Deliverable Obligation Characteristics”** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Domestic Issuance (each as defined in the definition of “Obligation” below), Not Contingent, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer where:

(ii) **“Not Contingent”** means any obligation having as of the Delivery Date and all times thereafter an Outstanding Principal Balance or, in the case of obligations that are not Borrowed Money, a Due and Payable Amount, that pursuant to the terms of such obligation may not be reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than payment). A Convertible Obligation, an Exchangeable Obligation and an Accreting Obligation shall constitute Deliverable Obligations that are Not Contingent if such Deliverable Obligation otherwise meets the requirements of the preceding sentence so long as, in the case of a Convertible Obligation or an Exchangeable Obligation, the right (A) to convert or exchange such obligation or (B) to require the issuer to purchase or redeem such obligation (if the issuer has exercised or may exercise the right to pay the purchase or redemption price, in whole or in part, in Equity Securities) has not been exercised (or such exercise has been effectively rescinded) on or before the Delivery Date.

If a Reference Obligation is a Convertible Obligation or an Exchangeable Obligation, then such Reference Obligation may be included as a Deliverable Obligation only if the rights referred to in clauses (A) and (B) of the preceding paragraph have not been exercised (or such exercise has been effectively rescinded) on or before the Delivery Date.

(iii) **“Assignable Loan”** means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction or organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if a Reference Entity is guaranteeing such Loan) or any agent;

(iv) **“Consent Required Loan”** means a Loan that is capable of being assigned or novated with the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if a Reference Entity is guaranteeing such Loan) or any agent;

(v) **“Direct Loan Participation”** means a Loan in respect of which, pursuant to a participation agreement, the Issuer is capable of creating, or procuring the creation of, a contractual right in favour of each Securityholder that provides each Securityholder with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between each Securityholder and either (A) the Issuer (to the extent that the Issuer is then a lender or a member of the

relevant lending syndicate), or (B) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate);

- (vi) **“Transferable”** means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions:
- i. contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation); or
 - ii. restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds;
- (vii) **“Maximum Maturity”** means an obligation that has a remaining maturity from the Settlement Date of not greater than the period specified in the applicable Final Terms;
- (viii) **“Accelerated or Matured”** means an obligation under which the total amount owed, whether at maturity, by reason of acceleration, upon termination or otherwise (other than amounts in respect of default interest, indemnities, tax gross-ups and other similar amounts), is, or on or prior to the Delivery Date will be, due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws; and
- (ix) **“Not Bearer”** means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Euroclear, Clearstream, Luxembourg or any other internationally recognised clearing system.

(B) ***Interpretation of Provisions.***

- (1) If the Obligation Characteristic “Listed” is specified in the applicable Final Terms, the Final Terms shall be construed as though Listed had been specified as an Obligation Characteristic only with respect to Bonds and shall only be relevant if Bonds are covered by the selected Obligation Category;
- (2) if (i) either of the Deliverable Obligation Characteristics “Listed” or “Not Bearer” is specified in the applicable Final Terms, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Bonds and shall only be relevant if Bonds are covered by the selected Deliverable Obligation Category; (ii) the Deliverable Obligation Characteristic “Transferable” is specified in the applicable Final Terms, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation

Characteristic only with respect to Deliverable Obligations that are not Loans (and shall only be relevant to the extent that obligations other than Loans are covered by the selected Deliverable Obligation Category); or (iii) any of the Deliverable Obligation Characteristics “Assignable Loan”, “Consent Required Loan” or “Direct Loan Participation” is specified in the applicable Final Terms, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans and shall only be relevant if Loans are covered by the selected Deliverable Obligation Category;

- (3) if any of Payment, Borrowed Money, Loan or Bond or Loan is specified as the Deliverable Obligation Category and more than one of Assignable Loan, Consent Required Loan and Direct Loan Participation are specified as Deliverable Obligation Characteristics, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics; and
- (4) in the event that an Obligation or a Deliverable Obligation is a Qualifying Guarantee, the following will apply:
 - (x) For purposes of the application of the Obligation Category or the Deliverable Obligation Category, the Qualifying Guarantee shall be deemed to be described by the same category or categories as those that describe the Underlying Obligation.
 - (xi) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, both the Qualifying Guarantee and the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: Specified Currency, Not Sovereign Lender, Not Domestic Currency and Not Domestic Law. For these purposes, unless otherwise specified in the applicable Final Terms, (A) the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom or the United States of America or the Euro shall not be a Domestic Currency and (B) the laws of England and the laws of the State of New York shall not be a Domestic Law.
 - (xii) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Qualifying Guarantee must satisfy on the relevant date the Obligation Characteristic or the Deliverable Obligation Characteristic of Not Subordinated, if specified in the applicable Final Terms.
 - (xiii) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: Listed, Not Contingent, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer.

- (xiv) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.
- (xv) The terms “Outstanding Principal Balance” and “Due and Payable Amount” (as they are used in the Terms and Conditions, including without limitation, the definitions of “Cash Settlement Amount” and “Quotation Amount” in § 6(8)), when used in connection with Qualifying Guarantees are to be interpreted to be the then “Outstanding Principal Balance” or “Due and Payable Amount”, as applicable, of the Underlying Obligation which is supported by a Qualifying Guarantee.

For the avoidance of doubt the provisions of this paragraph (B) apply in respect of the definitions of Obligation and Deliverable Obligation as the context admits.

“Delivery Date” means, with respect to a Deliverable Obligation, the date such Deliverable Obligation is Delivered.

“Delivery Expenses” means all costs, taxes, duties and/or expenses, including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes arising from the Delivery of the Deliverable Obligations comprising the Asset Amount.

“Domestic Currency” means the currency specified as such in the applicable Final Terms and any successor currency. If no currency is specified in the applicable Final Terms, the Domestic Currency shall be the lawful currency and any successor currency of (a) the relevant Reference Entity, if the Reference Entity is a Sovereign, or (b) the jurisdiction in which the relevant Reference Entity is organised, if the Reference Entity is not a Sovereign. In no event shall Domestic Currency include any successor currency if such successor currency is the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom or the United States of America or the Euro (or any successor currency to any such currency).

“Downstream Affiliate” means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than fifty per cent. owned, directly or indirectly, by the Reference Entity.

“Due and Payable Amount” means, subject as provided in sub-paragraph (4)(vi) of paragraph (B) (Interpretation of Provisions) in the definition of Deliverable Obligation, the amount that is due and payable under (and in accordance with the terms of) a Deliverable Obligation on the Delivery Date, whether by reason of acceleration, maturity, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts).

“Eligible Transferee” means each of the following:

- (qq) (i) any bank or other financial institution;
- (ii) an insurance or reinsurance company;
- (iii) a mutual fund, unit trust or similar collective investment vehicle (other than an entity specified in sub-paragraph (c)(i) below); and
- (iv) a registered or licensed broker or dealer (other than a natural person or proprietorship),

provided, however, in each case that such entity has total assets of at least U.S.\$ 500 million;

- (rr) an Affiliate of an entity specified in the preceding sub-paragraph (a);
- (ss) each of a corporation, partnership, proprietorship, organisation, trust or other entity:
 - (i) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligations, commercial paper conduit or other special purpose vehicle) that (1) has total assets of at least U.S.\$ 100 million or (2) is one of a group of investment vehicles under common control or management having, in the aggregate, total assets of at least U.S.\$ 100 million; or
 - (ii) that has total assets of at least U.S.\$ 500 million; or
 - (iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by an entity described in sub-paragraphs (a), (b), (c)(ii) or (d); and
- (tt) a Sovereign, Sovereign Agency or Supranational Organisation.

All references in this definition to U.S.\$ include equivalent amounts in other currencies.

“Equity Securities” means:

- (uu) in the case of a Convertible Obligation, equity securities (including options and warrants) of the issuer of such obligation or depository receipts representing equity securities of the issuer of such obligation together with any other property distributed to or made available to holders of those equity securities from time to time; and
- (vv) in the case of an Exchangeable Obligation, equity securities (including options and warrants) of a person other than the issuer of such obligation or depository receipts representing those equity securities of a person other than the issuer of such obligation together with any other property distributed to or made available to holders of those equity securities from time to time.

“Exchangeable Obligation” means any obligation that is exchangeable, in whole or in part, for Equity Securities solely at the option of holders of such obligation or a trustee or similar agent acting for the benefit only of holders of such obligation (or the cash equivalent thereof, whether the cash settlement option is that of the issuer or of (or for the benefit of) the holders of such obligation).

“Excluded Deliverable Obligation” means any obligation of a Reference Entity specified as such or of a type described in the applicable Final Terms.

“Excluded Obligation” means any obligation of a Reference Entity specified as such or of a type described in the applicable Final Terms.

“Failure to Pay” means after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure.

“Final Price” means:

- (ww) the price of the Reference Obligation, expressed as a percentage, determined in accordance with the Valuation Method specified in the applicable Final Terms. The Calculation Agent shall as soon as practicable after obtaining all Quotations for a Valuation Date, make available for inspection by Securityholders at the specified office of the Fiscal Agent and, for so long as the Securities are listed on the Official List of the Luxembourg Stock Exchange at the office of the Paying Agent in Luxembourg (i) each such Quotation that it receives in connection with the calculation of the Final Price and (ii) a written computation showing its calculation of the Final Price; or
- (xx) if Fixed Recovery is specified as applicable in the applicable Final Terms, the percentage specified therein.

“Full Quotation” means, in accordance with the Quotation Method, each firm quotation obtained from a Quotation Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Reference Obligation with an Outstanding Principal Balance equal to the Quotation Amount.

“Fully Transferable Obligation” means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required in the case of any Deliverable Obligation other than Bonds. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered as a requirement for consent for purposes of this definition of “Fully Transferable Obligation”. For purposes of determining whether a Deliverable Obligation satisfies the requirements of this definition of “Fully Transferable Obligation”, such determination shall be made as of the Delivery Date for the relevant Deliverable Obligation, taking into account only the terms of the Deliverable Obligation and any related transfer or consent documents which have been obtained by the Issuer.

“Governmental Authority” means any de facto or de jure government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of a Reference Entity or of the jurisdiction of organisation of a Reference Entity.

“Grace Period” means:

- (yy) subject to sub-paragraphs (b) and (c) below, the applicable grace period with respect to payments under the relevant Obligation under the terms of such Obligation in effect as of the later of the Trade Date and the date as of which such Obligation is issued or incurred;
- (zz) if Grace Period Extension is specified as applying in the applicable Final Terms, a Potential Failure to Pay has occurred on or prior to the Scheduled Maturity Date and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Maturity Date, the Grace Period shall be deemed to be the lesser of such grace period and the period specified as such in the applicable Final Terms or, if no period is specified in the applicable Final Terms, thirty calendar days; and
- (aaa) if, at the later of the Trade Date and the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless Grace Period Extension is specified as applying in the applicable Final Terms, such deemed Grace Period shall expire no later than the Scheduled Maturity Date.

“Grace Period Business Day” means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation and if a place or places are not so specified, in the jurisdiction of the Obligation Currency.

“Grace Period Extension Date” means, if:

- (bbb) Grace Period Extension is specified as applying in the applicable Final Terms; and
- (ccc) a Potential Failure to Pay occurs on or prior to the Scheduled Maturity Date,

the day that is five Business Days following the day falling the number of days in the Grace Period after the date of such Potential Failure to Pay.

“Hedge Disruption Event” means in the opinion of the Calculation Agent any event as a result of which the Issuer and/or any of its Affiliates has not received the relevant Deliverable Obligations under the terms of any transaction entered into by the Issuer and/or such Affiliate to hedge the Issuer’s obligations or position in respect of the Securities.

“Hedge Disruption Obligation” means a Deliverable Obligation included in the Asset Amount which, on the Settlement Date for such Deliverable Obligation, the Calculation Agent determines cannot be Delivered as a result of a Hedge Disruption Event.

“Intervening Period” means such period of time as any person other than the relevant Securityholder shall continue to be registered as the legal owner of any securities or other obligations comprising the Asset Amount.

“Market Value” means, with respect to a Reference Obligation on a Valuation Date:

- (ddd) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the highest and lowest values (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);
- (eee) if exactly three Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);
- (fff) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations;
- (ggg) if fewer than two Full Quotations and a Weighted Average Quotation is obtained, such Weighted Average Quotation;
- (hhh) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained, subject as provided in the definition of Quotation, an amount as determined by the Calculation Agent on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation is obtained; and
- (iii) if two or more Full Quotations or a Weighted Average Quotation are not obtained on or prior to the fifteenth Business Day following the applicable Valuation Date, the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such fifteenth Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Reference Obligation obtained from Quotation Dealers at the Valuation Time on such fifteenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.

“Merger Event” means that at any time during the period from (and including) the Trade Date to (but excluding) the Scheduled Maturity Date the Issuer or a Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, a Reference Entity or the Issuer, as applicable, or the Issuer and a Reference Entity become Affiliates.

“Minimum Quotation Amount” means the amount specified as such in the applicable Final Terms (or its equivalent in the relevant Obligation Currency) or, if no amount is so specified, the lower of (a) USD 1,000,000 (or its equivalent in the relevant Obligation Currency) and (b) the Quotation Amount.

“Modified Eligible Transferee” means any bank, financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

“Modified Restructuring Maturity Limitation Date” means, with respect to a Deliverable Obligation, the date that is the later of (x) the Scheduled Maturity Date and (y) sixty months following the Restructuring Date in the case of a Restructured Bond or Loan, or thirty months following the Restructuring Date in the case of all other Deliverable Obligations.

“Notice Delivery Period” means the period from and including the Issue Date to and including (a) the Scheduled Maturity Date; (b) the Grace Period Extension Date if (i) “Grace Period Extension” is specified as applying in the applicable Final Terms, (ii) the Credit Event that is the subject of the Credit Event Notice or the notice to ISDA resulting in the occurrence of the Credit Event Resolution Request Date, as applicable, is a Failure to Pay that occurs after the Scheduled Maturity Date, and (iii) the Potential Failure to Pay with respect to such Failure to Pay occurs on or prior to the Scheduled Maturity Date; (c) the Repudiation/Moratorium Evaluation Date if (i) the Credit Event that is the subject of the Credit Event Notice or the notice to ISDA resulting in the occurrence of the Credit Event Resolution Request Date, as applicable, is a Repudiation/Moratorium that occurs after the Scheduled Maturity Date, (ii) the Potential Repudiation/Moratorium with respect to such Repudiation/Moratorium occurs on or prior to the Scheduled Maturity Date and (iii) the Repudiation/Moratorium Extension Condition is satisfied; or (d) the Postponed Maturity Date if the Maturity Date is postponed pursuant to § 6(6).

“Notice of Publicly Available Information” means an irrevocable notice from the Calculation Agent (which may be by telephone) to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice. In relation to a Repudiation/Moratorium Credit Event, the Notice of Publicly Available Information must cite Publicly Available Information confirming the occurrence of both clauses (a) and (b) of the definition of Repudiation/Moratorium. The notice given must contain a copy or description in reasonable detail, of the relevant Publicly Available Information. If Notice of Publicly Available Information is specified as applying in the applicable Final Terms and a Credit Event Notice or Repudiation/Moratorium Extension Notice, as applicable, contains Publicly Available Information, such Credit Event Notice or Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available Information.

“Obligation” means:

- (jjj) any obligation of a Reference Entity (either directly, as a provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in the applicable Final Terms, as provider of any Qualifying Guarantee) determined pursuant to the method described in “Method for Determining Obligations” below (but excluding any Excluded Obligation);

- (kkk) each Reference Obligation specified in the applicable Final Terms, unless specified as an Excluded Obligation; and
- (III) any Additional Obligation of a Reference Entity specified as such in the applicable Final Terms.

Method for Determining Obligations. For the purposes of sub-paragraph (a) of this definition of “Obligation”, the term “Obligation” may be defined as each obligation of each Reference Entity described by the Obligation Category specified in the applicable Final Terms, and having each of the Obligation Characteristics (if any) specified in the applicable Final Terms, in each case, as of the date of the event which constitutes the Credit Event which is the subject of the Credit Event Notice or the notice to ISDA resulting in the occurrence of the Credit Event Resolution Request Date, as applicable. The following terms shall have the following meanings:

- (A) **“Obligation Category”** means Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in the applicable Final Terms, where:
 - (1) **“Payment”** means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money;
 - (2) **“Borrowed Money”** means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit);
 - (3) **“Reference Obligations Only”** means any obligation that is a Reference Obligation and no Obligation Characteristics shall be applicable to Reference Obligations Only;
 - (4) **“Bond”** means any obligation of a type included in the “Borrowed Money” Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money;
 - (5) **“Loan”** means any obligation of a type included in the “Borrowed Money” Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money; and
 - (6) **“Bond or Loan”** means any obligation that is either a Bond or a Loan.
- (B) **“Obligation Characteristics”** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance specified in the applicable Final Terms, where:
 - (1) (a) **“Not Subordinated”** means an obligation that is not Subordinated to the most senior Reference Obligation in priority of payment or, if no Reference Obligation is specified in the applicable Final Terms, any unsubordinated Borrowed Money obligation of the Reference Entity; provided that, if any of the events set forth under sub-paragraph (a) of the definition of “Substitute Reference Obligation” herein has occurred with respect to all of the Reference Obligations or if the events described in the final paragraph of the definition of “Successor” herein have occurred with respect to the Reference Obligation (each, in each case, a

“**Prior Reference Obligation**”) and no Substitute Reference Obligation has been identified for any of the Prior Reference Obligations at the time of the determination of whether an obligation satisfies the “Not Subordinated” Obligation Characteristic or Deliverable Obligation Characteristic, as applicable, “Not Subordinated” shall mean an obligation that would not have been Subordinated to the most senior such Prior Reference Obligation in priority of payment. For purposes of determining whether an obligation satisfies the “Not Subordinated” Obligation Characteristic or Deliverable Obligation Characteristic, the ranking in priority of payment of each Reference Obligation or each Prior Reference Obligation, as applicable, shall be determined as of the date on which the relevant Reference Obligation or Prior Reference Obligation, as applicable, was issued or incurred and shall not reflect any change to such ranking in priority of payment after such date;

- (b) “**Subordination**” means, with respect to an obligation (the “**Subordinated Obligation**”) and another obligation of the Reference Entity to which such obligation is being compared (the “**Senior Obligation**”), a contractual, trust or other similar arrangement providing that (i) upon the liquidation, dissolution, reorganisation or winding up of the Reference Entity, claims of the holders of the Senior Obligation will be satisfied prior to the claims of the holders of the Subordinated Obligation or (ii) the holders of the Subordinated Obligation will not be entitled to receive or retain payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the Senior Obligation. “Subordinated” will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign;
- (2) “**Specified Currency**” means an obligation that is payable in the currency or currencies specified as such in the applicable Final Terms (or, if Specified Currency is specified in the applicable Final Terms and no currency is so specified, any of the lawful currencies of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the Euro and any successor currency to any of the aforementioned currencies, which currencies shall be referred to collectively in the applicable Final Terms as the “**Standard Specified Currencies**”);
- (3) “**Not Sovereign Lender**” means any obligation that is not primarily owed to a Sovereign or Supranational Organisation, including, without limitation, obligations generally referred to as “Paris Club debt”;
- (4) “**Not Domestic Currency**” means any obligation that is payable in any currency other than the Domestic Currency;
- (5) “**Not Domestic Law**” means any obligation that is not governed by the laws of (a) the relevant Reference Entity, if such Reference Entity is a Sovereign, or (b) the jurisdiction of organisation of the relevant Reference Entity, if such Reference Entity is not a Sovereign;
- (6) “**Listed**” means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange; and

- (7) **“Not Domestic Issuance”** means any obligation other than an obligation that was, at the time the relevant obligation was issued (or reissued, as the case may be) or incurred, intended to be offered for sale primarily in the domestic market of the relevant Reference Entity. Any obligation that is registered or qualified for sale outside the domestic market of the relevant Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the relevant Reference Entity) shall be deemed not to be intended for sale primarily in the domestic market of the Reference Entity.

“Obligation Acceleration” means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

“Obligation Currency” means the currency or currencies in which the Obligation is denominated.

“Obligation Default” means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

“Outstanding Principal Balance” means, subject as provided in sub-paragraph (4)(vi) of paragraph (B) (Interpretation of Provisions) in the definition of Deliverable Obligation:

(mmm) with respect to any Accreting Obligation, the Accreted Amount thereof; and

(nnn) with respect to any other obligation, the outstanding principal balance of such obligation,

provided that with respect to any Exchangeable Obligation that is not an Accreting Obligation, “Outstanding Principal Balance” shall exclude any amount that may be payable under the terms of such obligation in respect of the value of the Equity Securities for which such obligation is exchangeable.

“Payment Requirement” means the amount specified as such in the applicable Final Terms or its equivalent in the relevant Obligation Currency or, if a Payment Requirement is not specified in the applicable Final Terms, USD 1,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.

“Permitted Currency” means (i) the legal tender of any Group of 7 country (or any country that becomes a member of the Group of 7 if such Group of 7 expands its membership), or (ii) the legal tender of any country which, as of the date of such change, is a member of the Organisation for Economic Co-operation and Development and has a local currency long term debt rating of either AAA or higher assigned to it by Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc. or any successor to the rating business thereof, Aaa or higher assigned to it by Moody’s Investor Service, Inc. or any successor to the rating business thereof or AAA or higher assigned to it by Fitch Ratings Ltd or any successor to the rating business thereof.

“Physical Settlement Period” means the number of Business Days specified as such in the applicable Final Terms or, if a number of Business Days is not so specified, then, with respect to a Deliverable Obligation comprising the Asset Amount, the longest number of Business Days for settlement in accordance with then current market practice of such Deliverable Obligation, as determined by the Calculation Agent.

“Potential Failure to Pay” means the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations, in accordance with the terms of such Obligations at the time of such failure.

“Potential Repudiation/Moratorium” means the occurrence of an event described in sub-paragraph (a) of the definition of Repudiation/Moratorium.

“Publicly Available Information” means:

(ooo) information that reasonably confirms any of the facts relevant to the determination that the Credit Event or a Potential Repudiation/Moratorium, as applicable, described in a Credit Event Notice or Repudiation/Moratorium Extension Notice has occurred and which:

(i) has been published in or on not less than the Specified Number of Public Sources, regardless of whether the reader or user thereof pays a fee to obtain such information provided that, if either the Calculation Agent or the Issuer or any of their respective Affiliates is cited as the sole source of such information, then such information shall not be deemed to be Publicly Available Information unless either the Calculation Agent or the Issuer or any of their Affiliates is acting in its capacity as trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation;

(ii) is information received from or published by (A) a Reference Entity or, as the case may be, a Sovereign Agency in respect of a Reference Entity which is a Sovereign or (B) a trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; or

(iii) is information contained in any petition or filing instituting a proceeding described in sub-paragraph (d) of the definition of Bankruptcy against or by a Reference Entity; or

(iv) is information contained in any order, decree, notice or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body.

(ppp) In the event that the Calculation Agent is (i) the sole source of information in its capacity as trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for the Obligation with respect to which a Credit Event has occurred and (ii) a holder of such Obligation, the Calculation Agent shall be required to deliver to the Issuer a certificate signed by a Managing Director (or other substantially equivalent title) of the Calculation Agent, which shall certify the occurrence of a Credit Event with respect to such Obligation.

(qqq) In relation to any information of the type described in sub-paragraphs (a)(ii), (iii) and (iv) above, the Calculation Agent may assume that such information has been disclosed to it without violating any law, agreement or understanding regarding the confidentiality of such information and that the entity disclosing such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to the party receiving such information.

(rrr) Publicly Available Information need not state:

(i) in relation to the definition of “Downstream Affiliate”, the percentage of Voting Shares owned, directly or indirectly, by the Reference Entity; and

- (ii) that such occurrence:
 - (A) has met the Payment Requirement or Default Requirement;
 - (B) is the result of exceeding any applicable Grace Period; or
 - (C) has met the subjective criteria specified in certain Credit Events.

“Public Source” means each source of Publicly Available Information specified as such in the applicable Final Terms (or if a source is not specified in the applicable Final Terms, each of Bloomberg Service, Dow Jones Telerate Service, Reuter Monitor Money Rates Services, Dow Jones News Wire, Wall Street Journal, New York Times, Nihon Keizai Shinbun, Asahi Shinbun, Yomiuri Shinbun, Financial Times, La Tribune, Les Echos and The Australian Financial Review (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources).

“Qualifying Affiliate Guarantee” means a Qualifying Guarantee provided by a Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of that Reference Entity.

“Qualifying Guarantee” means an arrangement evidenced by a written instrument pursuant to which a Reference Entity irrevocably agrees (by guarantee of payment or equivalent legal arrangement) to pay all amounts due under an obligation (the **“Underlying Obligation”**) for which another party is the obligor (the **“Underlying Obligor”**) and that is not at the time of the Credit Event Subordinated to any unsubordinated Borrowed Money obligation of the Underlying Obligor (with references in the definition of Subordination to the Reference Entity deemed to refer to the Underlying Obligor). Qualifying Guarantees shall exclude any arrangement (i) structured as a surety bond, financial guarantee insurance policy, letter of credit or equivalent legal arrangement or (ii) pursuant to the terms of which the payment obligations of the Reference Entity can be discharged, reduced, assigned or otherwise altered as a result of the occurrence or non-occurrence of an event or circumstance (other than payment). The benefit of a Qualifying Guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation.

“Qualifying Participation Seller” means any participation seller that meets the requirements specified in the applicable Final Terms. If no such requirements are specified, there shall be no Qualifying Participation Seller.

“Quotation” means each Full Quotation and the Weighted Average Quotation obtained and expressed as a percentage with respect to a Valuation Date in the manner that follows:

- (sss) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the fifteenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers and, if two or more Full Quotations are not available, a Weighted Average Quotation. If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation on the same Business Day on or prior to the fifteenth Business Day following the applicable Valuation Date the Quotations shall be deemed to be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such fifteenth Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Reference Obligation obtained from Quotation Dealers at the Valuation Time on such fifteenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.

- (ttt)
 - (i) If “Include Accrued Interest” is specified in the applicable Final Terms in respect of Quotations, such Quotations shall include accrued but unpaid interest;
 - (ii) if “Exclude Accrued Interest” is specified in the applicable Final Terms in respect of Quotations, such Quotations shall not include accrued but unpaid interest; and
 - (iii) if neither “Include Accrued Interest” nor “Exclude Accrued Interest” is specified in the applicable Final Terms in respect of Quotations, the Calculation Agent shall determine based on then current market practice in the market of the Reference Obligation, whether such Quotations shall include or exclude accrued but unpaid interest. All Quotations shall be obtained in accordance with this specification or determination.
- (uuu) If any Quotation obtained with respect to an Accreting Obligation is expressed as a percentage of the amount payable in respect of such obligation at maturity, such Quotation will instead be expressed as a percentage of the Outstanding Principal Balance for the purposes of determining the Final Price.

“Quotation Amount” means the amount specified as such in the applicable Final Terms (which may be specified by reference to an amount in a currency or by reference to a Representative Amount) or, if no amount is specified in the applicable Final Terms, the aggregate principal amount of the Securities or, if the Securities were on the Issue Date linked to a portfolio of Reference Entities (for the avoidance of doubt this does not include Securities to which § 6(24) below applies), the proportion of the aggregate principal amount of the Securities that the Calculation Agent determines is referable to the credit protection purchased by the Issuer under the Securities in relation to the relevant Reference Entity (or, in any case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained).

“Quotation Dealer” means a dealer in obligations of the type of Obligation(s) for which Quotations are to be obtained other than Deutsche Bank AG, London Branch including each Quotation Dealer specified in the applicable Final Terms. If no Quotation Dealers are specified in the applicable Final Terms, the Calculation Agent shall select the Quotation Dealers in its sole and absolute discretion. Upon a Quotation Dealer no longer being in existence (with no successors), or not being an active dealer in the obligations of the type for which Quotations are to be obtained, the Calculation Agent may substitute any other Quotation Dealer(s) for such Quotation Dealer(s).

“Quotation Method” means the applicable Quotation Method specified in the applicable Final Terms by reference to one of the following terms:

- (vvv) **“Bid”** means that only bid quotations shall be requested from Quotation Dealers;
- (www) **“Offer”** means that only offer quotations shall be requested from Quotation Dealers; or
- (xxx) **“Mid-market”** means that bid and offer quotations shall be requested from Quotation Dealers and shall be averaged for purposes of determining a relevant Quotation Dealer’s quotation.

If a Quotation Method is not specified in the applicable Final Terms, Bid shall apply.

“Reference Entity” means the entity or entities specified as such in the applicable Final Terms. Any Successor to a Reference Entity either (a) identified by the Calculation Agent pursuant to the definition of “Successor” in this § 6(10) on or following the Trade Date or (b) in respect of which ISDA publicly announces on or following the Trade Date that the relevant Credit Derivatives Determinations Committee has Resolved, in respect of a Succession Event Resolution Request Date, a Successor in accordance with the Rules

shall, in each case, be the Reference Entity for the purposes of the relevant Securities, unless in the case of sub-paragraph (b) the Calculation Agent, acting in good faith and a commercially reasonable manner and taking into account the differences between the definition of Successor under the 2003 ISDA Credit Derivatives Definitions and the definition of Successor hereunder and such other factor(s) as it deems appropriate, determines that it is inappropriate to follow such DC Resolution for the purposes of the Securities.

“Reference Obligation” means each obligation specified or of a type described as such in the applicable Final Terms (if any are so specified or described) and any Substitute Reference Obligation.

“Relevant Obligations” means the Obligations constituting Bonds and Loans of the Reference Entity outstanding immediately prior to the effective date of the Succession Event, excluding any debt obligations outstanding between the Reference Entity and any of its Affiliates, as determined by the Calculation Agent. The Calculation Agent will determine the entity which succeeds to such Relevant Obligations on the basis of the Best Available Information. If the date on which the Best Available Information becomes available or is filed precedes the legally effective date of the relevant Succession Event, any assumptions as to the allocation of obligations between or among entities contained in the Best Available Information will be deemed to have been fulfilled as of the legally effective date of the Succession Event, whether or not this is in fact the case.

“Representative Amount” means an amount that is representative for a single transaction in the relevant market and at the relevant time, such amount to be determined by the Calculation Agent.

“Repudiation/Moratorium” means the occurrence of both of the following events:

- (yyy) an authorised officer of a Reference Entity or a Governmental Authority:
 - (i) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or
 - (ii) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and
- (zzz) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

“Repudiation/Moratorium Evaluation Date” means, if a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Maturity Date, (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (i) the date that is sixty days after the date of such Potential Repudiation/Moratorium and (ii) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date) and (b) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is sixty days after the date of such Potential Repudiation/Moratorium.

“Repudiation/Moratorium Extension Condition” means the delivery of a Repudiation/Moratorium Extension Notice and, if specified as applicable in the applicable Final Terms, Notice of Publicly Available Information by the Calculation Agent to the Issuer that is effective during the period from and including the Trade Date to and

including the Scheduled Maturity Date or, if § 6(6)(y) applies, the Postponed Maturity Date.

“Repudiation/Moratorium Extension Notice” means an irrevocable notice (which may be by telephone) from the Calculation Agent to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that describes a Potential Repudiation/Moratorium that occurred on or after the Trade Date and on or prior to the Scheduled Maturity Date. A Repudiation/Moratorium Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium Extension Notice need not be continuing on the date the Repudiation/Moratorium Extension Notice is effective.

“Restructured Bond or Loan” means an Obligation which is a Bond or Loan and in respect of which the relevant Restructuring has occurred.

“Restructuring” means, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between a Reference Entity or a Governmental Authority and a sufficient number of holders of the Obligation to bind all the holders of such Obligation or is announced (or otherwise decreed) by a Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation, and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the Trade Date and the date as of which such Obligation is issued or incurred:

- (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals;
- (ii) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates;
- (iii) a postponement or other deferral of a date or dates for either (i) the payment or accrual of interest or (ii) the payment of principal or premium;
- (iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
- (v) any change in the currency or composition of any payment of interest or principal to any currency which is not a Permitted Currency.

Notwithstanding the above provisions, none of the following shall constitute a Restructuring:

- (aaaa) the payment in Euro of interest or principal in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on the European Union;
- (bbbb) the occurrence of, agreement to or announcement of any of the events described in (i) to (v) above due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and
- (cccc) the occurrence of, agreement to or announcement of any of the events described in (i) to (v) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity.

For purposes of the definition of Restructuring and § 6(12), the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Qualifying

Affiliate Guarantee or, if All Guarantees is specified as applicable in the applicable Final Terms, as provider of any Qualifying Guarantee. In the case of a Qualifying Guarantee and an Underlying Obligation, references to the Reference Entity in the initial paragraph and sub-paragraphs (i) to (v) of the definition of Restructuring shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in the second paragraph of this definition of Restructuring shall continue to refer to the Reference Entity.

“Restructuring Date” means, with respect to a Restructured Bond or Loan, the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

“Restructuring Maturity Limitation Date” means the date that is the earlier of (x) thirty months following the Restructuring Date and (y) the latest final maturity date of any Restructured Bond or Loan, provided, however, that under no circumstances shall the Restructuring Maturity Limitation Date be earlier than the Scheduled Maturity Date or later than thirty months following the Scheduled Maturity Date and if it is, it shall be deemed to be the Scheduled Maturity Date or thirty months following the Scheduled Maturity Date, as the case may be.

“Settlement Currency” means the currency specified as such in the applicable Final Terms, or if no currency is specified in the applicable Final Terms, the Specified Currency of the Securities.

“Settlement Date” means the last day of the longest Physical Settlement Period following:

- (x) the satisfaction of Conditions to Settlement; or
- (y) if Physical Settlement is the applicable Fallback Settlement Method, (1) if § 6(1)(x) above applies, the earlier to occur of the No Auction Announcement Date, the Auction Cut-Off Date or the Calculation Agent No Auction Determination Date or (2) if § 6(1)(y) above applies, the Credit Event Determination Date,

(in either case, the **“Scheduled Settlement Date”**) provided that if a Hedge Disruption Event has occurred and is continuing on the second Business Day immediately preceding the Scheduled Settlement Date, the Settlement Date shall be the earlier of (i) the second Business Day following the date on which no Hedge Disruption Event subsists and (ii) the day falling 60 Business Days following the Scheduled Settlement Date.

“Sovereign” means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority (including without limiting the foregoing, the central bank) thereof.

“Sovereign Agency” means any agency, instrumentality, ministry, department or other authority (including, without limiting the foregoing, the central bank) of a Sovereign.

“Sovereign Restructured Deliverable Obligation” means an Obligation of a Sovereign Reference Entity (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice has occurred and (b) described by the Deliverable Obligation Category specified in the applicable Final Terms, and, subject to paragraph (3) of “(B) *Interpretation of Provisions*” in the definition of “Deliverable Obligation”, having each of the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms, in each case, immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring without regard to whether the Obligation would satisfy such Deliverable Obligation Category or Deliverable Obligation Characteristics after such Restructuring.

“Specified Number” means the number of Public Source(s) specified in the applicable Final Terms, or if no number is specified in the applicable Final Terms, two.

“Substitute Reference Obligation” means one or more obligations of the Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if “All Guarantees” is specified as applicable in the applicable Final Terms, as provider of any Qualifying Guarantee) that will replace one or more Reference Obligations, identified by the Calculation Agent in accordance with the following procedures:

(dddd) In the event that:

- (i) a Reference Obligation is redeemed in whole; or
- (ii) in the opinion of the Calculation Agent (A) the aggregate amounts due under any Reference Obligation have been materially reduced by redemption or otherwise (other than due to any scheduled redemption, amortisation or prepayments), (B) any Reference Obligation is an Underlying Obligation with a Qualifying Guarantee of a Reference Entity and, other than due to the existence or occurrence of a Credit Event, the Qualifying Guarantee is no longer a valid and binding obligation of such Reference Entity enforceable in accordance with its terms or (C) for any other reason, other than due to the existence or occurrence of a Credit Event, any Reference Obligation is no longer an obligation of a Reference Entity,

the Calculation Agent shall identify one or more Obligations to replace such Reference Obligation.

(eeee) Any Substitute Reference Obligation or Substitute Reference Obligations shall be an Obligation that (i) ranks *pari passu* (or, if no such Obligation exists, then, at the Issuer’s option, an Obligation that ranks senior) in priority of payment with such Reference Obligation (with the ranking in priority of payment of such Reference Obligation being determined as of the later of (A) the Trade Date and (B) the date on which such Reference Obligation was issued or incurred and not reflecting any change to such ranking in priority of payment after such later date), (ii) preserves the economic equivalent, as closely as practicable as determined by the Calculation Agent of the delivery and payment obligations of the Issuer and (iii) is an obligation of a Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in the applicable Final Terms, as provider of any Qualifying Guarantee). The Substitute Reference Obligation or Substitute Reference Obligations identified by the Calculation Agent shall, without further action, replace such Reference Obligation or Reference Obligations.

(ffff) If more than one specific Reference Obligation is identified as a Reference Obligation in relation to a Series, any of the events set forth in sub-paragraph (a) above has occurred with respect to one or more but not all of the Reference Obligations, and the Calculation Agent determines that no Substitute Reference Obligation is available for one or more of such Reference Obligations, each Reference Obligation for which no Substitute Reference Obligation is available shall cease to be a Reference Obligation.

(gggg) If more than one specific Reference Obligation is identified as a Reference Obligation in relation to a Series, any of the events set forth in sub-paragraph (a) above has occurred with respect to all of the Reference Obligations, and the Calculation Agent determines that at least one Substitute Reference Obligation is available for any such Reference Obligation, then each such Reference Obligation shall be replaced by a Substitute Reference Obligation and each Reference Obligation for which no Substitute Reference Obligation is available will cease to be a Reference Obligation.

(hhhh) If:

- (i) more than one specific Reference Obligation is identified as a Reference Obligation in relation to a Series, any of the events set forth in sub-paragraph (a) above has occurred with respect to all of the Reference Obligations and the

Calculation Agent determines that no Substitute Reference Obligation is available for any of the Reference Obligations; or

- (ii) only one specific Reference Obligation is identified as a Reference Obligation in relation to a Series, any of the events set forth in sub-paragraph (a) above has occurred with respect to such Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for that Reference Obligation,

then the Calculation Agent shall continue to attempt to identify a Substitute Reference Obligation until the later of (A) the Scheduled Maturity Date, (B) the Grace Period Extension Date (if any) and (C) the Repudiation/Moratorium Evaluation Date (if any). If (1) either “Cash Settlement” is specified in the applicable Final Terms and the Credit Event Redemption Amount is determined by reference to a Reference Obligation or “Physical Delivery” is specified in the applicable Final Terms and the Reference Obligation is the only Deliverable Obligation and (2) on or prior to the later of (A) the Scheduled Maturity Date, (B) the Grace Period Extension Date or (C) the Repudiation/Moratorium Evaluation Date, a Substitute Reference Obligation has not been identified, the Issuer’s obligations under the Securities shall cease as of the later of (A) the Scheduled Maturity Date, (B) the Grace Period Extension Date or (C) the Repudiation/Moratorium Evaluation Date.

- (iii) For the purposes of identification of a Reference Obligation, any change in the Reference Obligation’s CUSIP or ISIN number or other similar identifier will not, in and of itself, convert such Reference Obligation into a different Obligation.

“Succession Event” means (i) with respect to a Reference Entity that is not a Sovereign, an event such as a merger, de-merger, consolidation, amalgamation, transfer of assets or liabilities, spin off or other similar event in which one entity succeeds to the obligations of another entity, whether by operation of law or pursuant to any agreement or (ii) with respect to a Reference Entity that is a Sovereign, an event such as an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other event that results in any direct or indirect successor(s) to such Reference Entity. Notwithstanding the foregoing, “Succession Event” shall not include an event in which the holders of obligations of the Reference Entity exchange such obligations for the obligations of another entity, unless such exchange occurs in connection with a merger, demerger, consolidation, amalgamation, transfer of assets or liabilities, spin-off or other similar event.

“Succession Event Resolution Request Date” means, with respect to a notice to ISDA, delivered in accordance with the Rules, requesting that a Credit Derivatives Determinations Committee be convened to Resolve:

- (jjjj) whether an event that constitutes a Succession Event has occurred with respect to the relevant Reference Entity; and
- (kkkk) if the relevant Credit Derivatives Determinations Committee Resolves that such event has occurred, (i) with respect to a Reference Entity that is not a Sovereign, the legally effective date of such event or (ii) with respect to a Reference Entity that is a Sovereign, the date of the occurrence of such event,

the date, as publicly announced by ISDA, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

“Successor” means:

- (llll) in relation to a Reference Entity that is not a Sovereign, the entity or entities, if any, determined as set forth below:

- (i) if one entity directly or indirectly succeeds to seventy-five per cent. or more of the Relevant Obligations of the Reference Entity by way of a Succession Event, that entity will be the sole Successor;
 - (ii) if only one entity directly or indirectly succeeds to more than twenty-five per cent. (but less than seventy-five per cent.) of the Relevant Obligations of the Reference Entity by way of a Succession Event, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than twenty-five per cent. of the Relevant Obligations will be the sole Successor;
 - (iii) if more than one entity each directly or indirectly succeed to more than twenty-five per cent of the Relevant Obligations of the Reference Entity by way of a Succession Event, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than twenty-five per cent of the Relevant Obligations will each be a Successor and these Terms and Conditions and/or the applicable Final Terms will be adjusted as provided below;
 - (iv) if one or more entity each directly or indirectly succeed to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity by way of a Succession Event, and more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor and these Terms and Conditions and/or the applicable Final Terms will be adjusted as provided below;
 - (v) if one or more entities directly or indirectly succeed to a portion of the Relevant Obligations of the Reference Entity by way of a Succession Event, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the Reference Entity will not be changed in any way as a result of the Succession Event; and
 - (vi) if one or more entities directly or indirectly succeed to a portion of the Relevant Obligations of the Reference Entity by way of a Succession Event, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations (or, if two or more entities succeed to an equal percentage of Relevant Obligations, the entity from among those entities which succeeds to the greatest percentage of obligations of the Reference Entity) will be the sole Successor; and
- (mmmm) in relation to a Sovereign Reference Entity, each entity which becomes a direct or indirect successor to that Reference Entity by way of Succession Event irrespective of whether any such successor assumes any of the obligations of such Reference Entity.

In the case of (a) above, the Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the relevant Succession Event (but no earlier than fourteen calendar days after the legally effective date of the Succession Event), and with effect from the legally effective date of the Succession Event, whether the relevant thresholds set forth above have been met, or which entity qualifies under (a)(vi) above, as applicable; provided that the Calculation Agent will not make such determination if, at such time, either (A) ISDA has publicly announced that the conditions to convening a Credit Derivatives Determinations Committee to Resolve the matters described in the definition of Successor in relation to the relevant Reference Entity, and in sub-paragraphs (a) and (b)(i) of the definition of Succession Event Resolution Request Date are satisfied in accordance with the Rules (until such time, if any, as ISDA subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine a Successor or the request the subject of the

Succession Event Resolution Request Date is withdrawn in accordance with the Rules prior to the first meeting at which deliberations are held with respect to such request) or (B) ISDA has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that no event that constitutes a Succession Event with respect to the relevant Reference Entity has occurred, unless in either case the Calculation Agent, acting in good faith and in a commercially reasonable manner and taking into account the differences between the definition of Successor under the 2003 ISDA Credit Derivatives Definitions and the definition of Successor hereunder and such other factor(s) as it deems appropriate, determines that it is inappropriate to follow such DC Resolutions for the purposes of the Securities. In calculating the percentages used to determine whether the relevant thresholds set forth above have been met, or which entity qualifies under (a)(vi) above, as applicable, the Calculation Agent shall use, in respect of each applicable Relevant Obligation included in such calculation, the amount of the liability in respect of such Relevant Obligation listed in the Best Available Information and shall, as soon as practicable after such calculation, make such calculation available for inspection by Securityholder(s) at the specified office of the Fiscal Agent.

In the case of (b) above, the Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the relevant Succession Event (but no earlier than fourteen calendar days after the date of occurrence of the relevant Succession Event), and with effect from the date of occurrence of the Succession Event, each Sovereign and/or entity, if any, that qualifies under (b) above; provided that the Calculation Agent will not make such determination if, at such time, either (A) ISDA has publicly announced that the conditions to convening a Credit Derivatives Determinations Committee to Resolve the matters described in the definition of Successor in relation to the relevant Reference Entity, and in sub-paragraphs (a) and (b)(ii) of the definition of Succession Event Resolution Request Date are satisfied in accordance with the Rules (until such time, if any, as ISDA subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine a Successor or the request the subject of the Succession Event Resolution Request Date is withdrawn in accordance with the Rules prior to the first meeting at which deliberations are held with respect to such request) or (B) ISDA has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that no event that constitutes a Succession Event with respect to the relevant Reference Entity has occurred, unless in either case the Calculation Agent, acting in good faith and in a commercially reasonable manner and taking into account the differences between the definition of Successor under the 2003 ISDA Credit Derivatives Definitions and the definition of Successor hereunder and such other factor(s) as it deems appropriate, determines that it is inappropriate to follow such DC Resolutions for the purposes of the Securities.

Where pursuant to sub-paragraphs (a)(iii) or (a)(iv) above, more than one Successor has been identified, the Calculation Agent shall adjust such of the Terms and Conditions and/or the applicable Final Terms as it in its sole and absolute discretion acting in a commercially reasonable manner shall determine to be appropriate to reflect that the relevant Reference Entity has been succeeded by more than one Successor and shall determine the effective date of that adjustment. The Calculation Agent shall be deemed to be acting in a commercially reasonable manner if it adjusts such of the Terms and Conditions and/or the applicable Final Terms in such a manner as to reflect the adjustment to and/or division of any credit derivative transaction(s) related to or underlying the Securities under the provisions of the 2003 ISDA Credit Derivatives Definitions.

Upon the Calculation Agent making such adjustment, the Issuer shall give notice as soon as practicable to Securityholders in accordance with § [12]/[15], stating the adjustment to the Terms and Conditions and/or the applicable Final Terms and giving brief details of the relevant Succession Event.

For the purposes of this definition of "Successor", "**succeed**" means, with respect to a Reference Entity and its Relevant Obligations (or, as applicable, obligations), that a party other than such Reference Entity (i) assumes or becomes liable for such Relevant Obligations (or, as applicable, obligations) whether by operation of law or pursuant to any agreement or (ii) issues Bonds that are exchanged for Relevant Obligations (or, as applicable, obligations), and in either case such Reference Entity is no longer an obligor (primarily or secondarily) or guarantor with respect to such

Relevant Obligations (or, as applicable, obligations). The determinations required pursuant to subparagraph (a) of this definition of "Successor" shall be made, in the case of an exchange offer, on the basis of the Outstanding Principal Balance of Relevant Obligations tendered and accepted in the exchange and not on the basis of the Outstanding Principal Balance of Bonds for which Relevant Obligations have been exchanged.

Where:

- (A) a Reference Obligation is specified in the applicable Final Terms; and
- (B) one or more Successors to the Reference Entity have been identified; and
- (C) any one or more such Successors have not assumed the Reference Obligation,

a Substitute Reference Obligation will be determined in accordance with the definition of "Substitute Reference Obligation" above.

"Supranational Organisation" means any entity or organisation established by treaty or other arrangement between two or more Sovereigns or the Sovereign Agencies of two or more Sovereigns, and includes, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and the European Bank for Reconstruction and Development.

"TARGET2 System" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System.

"Trade Date" means the date specified as such in the applicable Final Terms.

"Undeliverable Obligation" means a Deliverable Obligation included in the Asset Amount which, on the Settlement Date for such Deliverable Obligation, the Calculation Agent determines for any reason (including without limitation, failure of the relevant clearance system or due to any law, regulation, court order or market conditions or the non-receipt of any requisite consents with respect to the Delivery of Loans) it is impossible or illegal to Deliver on the Settlement Date.

"Unwind Costs" means:

- (a) the amount specified in the applicable Final Terms; or
- (b) if **"Standard Unwind Costs"** are specified in the applicable Final Terms, an amount (which may be positive, negative or zero) determined by the Calculation Agent equal to the sum of (without duplication):
 - (i) the sum of (without duplication) all costs, expenses (including loss of funding), tax and duties incurred by the Issuer (as applicable zero or expressed as a positive amount); and
 - (ii) any gains realised by the Issuer (as applicable zero or expressed as a negative amount),

in either case in connection with the redemption of the Securities and the related termination, settlement or re-establishment of any hedge or related trading position, such amount to be apportioned *pro rata* amongst each principal amount of Securities equal to the Calculation Amount.

"Valuation Date" means (a) where Physical Delivery is specified as applicable in the applicable Final Terms, the day falling three Business Days after the Final Delivery Date, or (b) where Cash Settlement is specified as applicable in the applicable Final Terms, (A) if

“Single Valuation Date” is specified in the applicable Final Terms, the date that is (i) the number of Business Days specified in the Final Terms or (ii), if the number of Business Days is not so specified, five Business Days, in either case after (x) the Credit Event Determination Date or (y) if Cash Settlement is the applicable Fallback Settlement Method, (1) if § 6(1)(x) above applies, the earlier to occur of the No Auction Announcement Date, the Auction Cut-Off Date or the Calculation Agent No Auction Determination Date or (2) if § 6(1)(y) above applies, the Credit Event Determination Date, and (B) if “Multiple Valuation Dates” is specified in the applicable Final Terms, each of the following dates:

- (i) the date that is the number of Business Days specified in the applicable Final Terms after (x) the Credit Event Determination Date or (y) if Cash Settlement is the applicable Fallback Settlement Method, (1) if § 6(1)(x) above applies, the earlier to occur of the No Auction Announcement Date or the Auction Cut-Off Date or the Calculation Agent No Auction Determination Date or (2) if § 6(1)(y) above applies, the Credit Event Determination Date (or in either case if the number of Business Days is not specified, five Business Days); and
- (ii) each successive date that is the number of Business Days specified in the applicable Final Terms (or if the number of Business Days is not so specified, five Business Days) after the date on which the Calculation Agent obtains a Market Value with respect to the immediately preceding Valuation Date.

When “Multiple Valuation Dates” is specified in the applicable Final Terms, the total number of Valuation Dates shall be equal to the number of Valuation Dates specified in the applicable Final Terms (or, if the number of Valuation Dates is not so specified, five Valuation Dates).

If neither “Single Valuation Date” nor “Multiple Valuation Dates” is specified in the applicable Final Terms, Single Valuation Date shall apply.

“Valuation Method”:

(nnnn) The following Valuation Methods may be specified in the applicable Final Terms for a Series with only one Reference Obligation and only one Valuation Date:

- (i) **“Market”** means the Market Value determined by the Calculation Agent with respect to the Valuation Date; or
- (ii) **“Highest”** means the highest Quotation obtained by the Calculation Agent with respect to the Valuation Date.

If no such Valuation Method is specified in the applicable Final Terms, the Valuation Method shall be Highest.

(oooo) The following Valuation Methods may be specified in the applicable Final Terms for a Series with only one Reference Obligation and more than one Valuation Date:

- (i) **“Average Market”** means the unweighted arithmetic mean of the Market Values determined by the Calculation Agent with respect to each Valuation Date; or
- (ii) **“Highest”** means the highest Quotation obtained by the Calculation Agent with respect to any Valuation Date; or
- (iii) **“Average Highest”** means the unweighted arithmetic mean of the highest Quotations obtained by the Calculation Agent with respect to each Valuation Date.

If no such Valuation Method is specified in the applicable Final Terms, the Valuation Method shall be Average Highest.

(pppp) The following Valuation Methods may be specified in the applicable Final Terms for a Series with more than one Reference Obligation and only one Valuation Date:

- (i) **“Blended Market”** means the unweighted arithmetic mean of the Market Value for each Reference Obligation determined by the Calculation Agent with respect to the Valuation Date; or
- (ii) **“Blended Highest”** means the unweighted arithmetic mean of the highest Quotations obtained by the Calculation Agent for each Reference Obligation with respect to the Valuation Date.

If no such Valuation Method is specified in the applicable Final Terms, the Valuation Method shall be Blended Highest.

(qqqq) The following Valuation Methods may be specified in the applicable Final Terms for a Series with more than one Reference Obligation and more than one Valuation Date:

- (i) **“Average Blended Market”** means, using values with respect to each Valuation Date determined by the Calculation Agent in accordance with the Blended Market Valuation Method, the unweighted arithmetic mean of the values so determined with respect to each Valuation Date; or
- (ii) **“Average Blended Highest”** means, using values with respect to each Valuation Date determined by the Calculation Agent in accordance with the Blended Highest Valuation Method, the unweighted arithmetic mean of the values so determined with respect to each Valuation Date.

If no such Valuation Method is specified in the applicable Final Terms, the Valuation Method shall be Average Blended Highest.

(rrrr) Notwithstanding sub-paragraphs (a) to (d) above, if Quotations include Weighted Average Quotations or fewer than two Full Quotations, the Valuation Method shall be Market, Average Market, Blended Market or Average Blended Market, as the case may be.

“Valuation Time” means the time specified as such in the applicable Final Terms or, if no time is so specified, 11:00 a.m. in the principal trading market for the Reference Obligation.

“Voting Shares” means those shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

“Weighted Average Quotation” means in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Reference Obligation with an Outstanding Principal Balance of as large a size as available but less than the Quotation Amount (but, if a Minimum Quotation Amount is specified in the applicable Final Terms, of a size equal to the Minimum Quotation Amount or, if quotations of a size equal to the Minimum Quotation Amount are not available, quotations as near in size as practicable to the Minimum Quotation Amount) that in aggregate are approximately equal to the Quotation Amount.

(11) *Credit Event Notice after Restructuring Credit Event.*

If § 6(11) is specified as applicable in the applicable Final Terms, then, notwithstanding anything to the contrary in these Terms and Conditions, upon the occurrence of a Restructuring Credit Event during the Notice Delivery Period:

(ssss) the Calculation Agent may deliver a Credit Event Notice in respect of an amount (the **“Partial Redemption Amount”**) that is less than the principal amount outstanding of each Security immediately prior to the delivery of such Credit Event Notice. In such circumstances the provisions of § 6 shall be deemed to apply to the Partial Redemption Amount only and each such Security shall be redeemed in part (such redeemed part being equal to the Partial Redemption Amount).

(tttt) For the avoidance of doubt (i) the principal amount of each such Security not so redeemed in part shall remain outstanding and interest shall accrue on the principal amount outstanding of such Security as provided in § 3 (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate), (ii) the provisions of § 6 shall apply to such principal amount outstanding of such Security in the event that subsequent Credit Event Notices are delivered in respect of the Reference Entity that was the subject of the Restructuring Credit Event and (iii) once a Credit Event Notice with respect to a Restructuring Credit Event has been delivered in respect of a Reference Entity, no further Credit Event Notices may be delivered in respect of any Reference Entity other than the Reference Entity that was the subject of the Restructuring Credit Event.

(uuuu) If the provisions of this § 6(11) apply in respect of the Securities, on redemption of part of each such Security the relevant Security or, if the Securities are represented by a Global Security, such Global Security, shall be endorsed to reflect such part redemption.

(12) Provisions relating to Multiple Holder Obligation.

If § 6(12) is specified as applicable in the applicable Final Terms, notwithstanding anything to the contrary in the definition of Restructuring and related provisions, the occurrence of, agreement to, or announcement of, any of the events described in sub-paragraphs (i) to (v) of the definition of **“Restructuring”** shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation.

“Multiple Holder Obligation” means an Obligation that (i) at the time of the event which constitutes a Restructuring Credit Event is held by more than three holders that are not Affiliates of each other and (ii) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event.

(13) (i) *Provisions taken from the ISDA supplement titled “Additional Provisions-Monoline Insurer as Reference Entity (May 2003)”*

If § 6(13)(i) is specified as applicable in the applicable Final Terms, the following provisions will apply:

(a) *Obligation and Deliverable Obligation.* Sub-paragraph (a) of the definition of “Obligation” in § 6(10) and sub-paragraph (a) of the definition of “Deliverable Obligation” in § 6(10) are hereby amended by adding “or Qualifying Policy” after “or as provider of a Qualifying Affiliate Guarantee”.

(b) *Interpretation of Provisions.* In the event that an Obligation or a Deliverable Obligation is a Qualifying Policy, paragraph (B) of the definition of “Deliverable Obligation” in § 6(10) will apply, with references to the Qualifying Guarantee, the Underlying Obligation and the Underlying Obligor deemed to include the Qualifying Policy, the Insured Instrument and the Insured Obligor, respectively, except that:

(A) the Obligation Category Borrowed Money and the Obligation Category and Deliverable Obligation Category Bond shall be deemed to include distributions payable under an Insured Instrument in the form of a pass-

through certificate or similar funded beneficial interest, the Deliverable Obligation Category Bond shall be deemed to include such an Insured Instrument, and the terms “obligation” and “obligor” as used in this § 6 in respect of such an Insured Instrument shall be construed accordingly;

- (B) references in the definitions of Assignable Loan and Consent Required Loan to “the guarantor” and “guaranteeing” shall be deemed to include “the insurer” and “insuring”, respectively;
 - (C) neither the Qualifying Policy nor the Insured Instrument must satisfy on the relevant date the Deliverable Obligation Characteristic of Accelerated or Matured, whether or not that characteristic is otherwise specified as applicable in the applicable Final Terms;
 - (D) if the Assignable Loan, Consent Required Loan, Direct Loan Participation or Transferable Deliverable Obligation Characteristics are specified in the applicable Final Terms and if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument; and
 - (E) with respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term “Outstanding Principal Balance” shall mean the outstanding Certificate Balance and “maturity”, as such term is used in the Maximum Maturity Deliverable Obligation Characteristic, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur.
- (c) *Not Contingent.* An Insured Instrument will not be regarded as failing to satisfy the Not Contingent Deliverable Obligation Characteristic solely because such Insured Instrument is subject to provisions limiting recourse in respect of such Insured Instrument to the proceeds of specified assets (including proceeds subject to a priority of payments) or reducing the amount of any Instrument Payments owing under such Insured Instrument, provided that such provisions are not applicable to the Qualifying Policy by the terms thereof and the Qualifying Policy continues to guarantee or insure, as applicable, the Instrument Payments that would have been required to be made absent any such limitation or reduction. By specifying that this § 6(13)(i) is applicable, no inference should be made as to the interpretation of the “Not Contingent” Deliverable Obligation Characteristic in the context of limited recourse or similar terms applicable to Deliverable Obligations other than Qualifying Policies.
- (d) *Deliver.* For the purposes of the definition of “Deliver” in § 6(10), “Deliver” with respect to an obligation that is a Qualifying Policy means to Deliver both the Insured Instrument and the benefit of the Qualifying Policy (or a custodial receipt issued by an internationally recognised custodian representing an interest in such an Insured Instrument and the related Qualifying Policy), and “Delivery” and “Delivered” will be construed accordingly.
- (e) *Provisions for Determining a Successor.* The paragraph commencing “For the purposes of this definition of “Successor” in the definition of “Successor” in § 6(10) is hereby amended by adding “or insurer” after “or guarantor”.
- (f) *Substitute Reference Obligation.* The first paragraph of the definition of “Substitute Reference Obligation” and sub-paragraph (b) thereof in § 6(10) is hereby amended by adding “or Qualifying Policy” after “or as provider of a Qualifying Affiliate Guarantee”. For purposes of sub-paragraph (a)(ii)(B) the

definition of “Substitute Reference Obligation” references to “the Qualifying Guarantee” and the “Underlying Obligation” shall be deemed to include “the Qualifying Policy” and “the Insured Instrument”, respectively.

(g) *Other Provisions.* For purposes of sub-paragraph (a)(ii) of the definition of “Deliverable Obligation” and the definitions of “Credit Event” and “Deliver” in § 6(10) references to “the Underlying Obligation” and “the Underlying Obligor” shall be deemed to include “Insured Instruments” and the “Insured Obligor”, respectively.

(h) Additional Definitions.

“**Qualifying Policy**” means a financial guaranty insurance policy or similar financial guarantee pursuant to which a Reference Entity irrevocably guarantees or insures all Instrument Payments of an instrument that constitutes Borrowed Money (modified as set forth in this § 6(13)(i)) (the “**Insured Instrument**”) for which another party (including a special purpose entity or trust) is the obligor (the “**Insured Obligor**”). Qualifying Policies shall exclude any arrangement (i) structured as a surety bond, letter of credit or equivalent legal arrangement or (ii) pursuant to the express contractual terms of which the payment obligations of the Reference Entity can be discharged or reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than the payment of Instrument Payments).

“**Instrument Payments**” means (A) in the case of any Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, (x) the specified periodic distributions in respect of interest or other return on the Certificate Balance on or prior to the ultimate distribution of the Certificate Balance and (y) the ultimate distribution of the Certificate Balance on or prior to a specified date and (B) in the case of any other Insured Instrument, the scheduled payments of principal and interest, in the case of both (A) and (B) (1) determined without regard to limited recourse or reduction provisions of the type described in § 6(13)(i)(c) above and (2) excluding sums in respect of default interest, indemnities, tax gross-ups, make-whole amounts, early redemption premiums and other similar amounts (whether or not guaranteed or insured by the Qualifying Policy).

“**Certificate Balance**” means, in the case of an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, the unit principal balance, certificate balance or similar measure of unreimbursed principal investment.

(ii) *Provisions taken from the ISDA supplement titled “Additional Provisions – Monoline Insurer as Reference Entity (January 2005)”*

If § 6(13)(ii) is specified as applicable in the applicable Final Terms, the following provisions will apply:

(a) *Obligation and Deliverable Obligation.* Sub-paragraph (a) of the definition of “Obligation” in § 6(10) and sub-paragraph (a) of the definition of “Deliverable Obligation” in § 6(10) are hereby amended by adding “or Qualifying Policy” after “or as provider of a Qualifying Affiliate Guarantee”.

(b) *Interpretation of Provisions.* In the event that an Obligation or a Deliverable Obligation is a Qualifying Policy, paragraph (B) of the definition of “Deliverable Obligation” in § 6(10) will apply, with references to the Qualifying Guarantee, the Underlying Obligation and the Underlying Obligor deemed to include the

Qualifying Policy, the Insured Instrument and the Insured Obligor, respectively, except that:

- (A) the Obligation Category Borrowed Money and the Obligation Category and Deliverable Obligation Category Bond shall be deemed to include distributions payable under an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the Deliverable Obligation Category Bond shall be deemed to include such an Insured Instrument, and the terms “obligation” and “obligor” as used in this § 6 in respect of such an Insured Instrument shall be construed accordingly;
- (B) references in the definitions of Assignable Loan and Consent Required Loan to “the guarantor” and “guaranteeing” shall be deemed to include “the insurer” and “insuring”, respectively;
- (C) neither the Qualifying Policy nor the Insured Instrument must satisfy on the relevant date the Deliverable Obligation Characteristic of Accelerated or Matured, whether or not that characteristic is otherwise specified as applicable in the applicable Final Terms;
- (D) if the Assignable Loan, Consent Required Loan, Direct Loan Participation or Transferable Deliverable Obligation Characteristics are specified in the applicable Final Terms and if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument; and
- (E) with respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term “Outstanding Principal Balance” shall mean the outstanding Certificate Balance and “maturity”, as such term is used in the Maximum Maturity Deliverable Obligation Characteristic, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur.

For the avoidance of doubt, if § 6(14) is specified as applying in the applicable Final Terms the amendments to paragraph (B) of the definition of “Deliverable Obligation” in § 6(10) provided in § 6(13) shall not be construed to apply to Qualifying Policies and Insured Instruments.

- (c) *Not Contingent.* An Insured Instrument will not be regarded as failing to satisfy the Not Contingent Deliverable Obligation Characteristic solely because such Insured Instrument is subject to provisions limiting recourse in respect of such Insured Instrument to the proceeds of specified assets (including proceeds subject to a priority of payments) or reducing the amount of any Instrument Payments owing under such Insured Instrument, provided that such provisions are not applicable to the Qualifying Policy by the terms thereof and the Qualifying Policy continues to guarantee or insure, as applicable, the Instrument Payments that would have been required to be made absent any such limitation or reduction. By specifying that this § 6(13)(ii) is applicable, no inference should be made as to the interpretation of the “Not Contingent” Deliverable Obligation Characteristic in the context of limited recourse or similar terms applicable to Deliverable Obligations other than Qualifying Policies.
- (d) *Deliver.* For the purposes of the definition of “Deliver” in § 6(10), “Deliver” with respect to an obligation that is a Qualifying Policy means to Deliver both the Insured Instrument and the benefit of the Qualifying Policy (or a custodial receipt issued by an internationally recognised custodian representing an interest in such

an Insured Instrument and the related Qualifying Policy), and “Delivery” and “Delivered” will be construed accordingly.

- (e) *Provisions for Determining a Successor.* The paragraph commencing “For the purposes of this definition of “Successor” in the definition of “Successor” in § 6(10) is hereby amended by adding “or insurer” after “or guarantor””.
- (f) *Substitute Reference Obligation.* The first paragraph of the definition of “Substitute Reference Obligation” and sub-paragraph (b) thereof in § 6(10) is hereby amended by adding “or Qualifying Policy” after “or as provider of a Qualifying Affiliate Guarantee”. For purposes of sub-paragraph (a)(ii)(B) the definition of “Substitute Reference Obligation” references to “the Qualifying Guarantee” and the “Underlying Obligation” shall be deemed to include “the Qualifying Policy” and “the Insured Instrument”, respectively.
- (g) Restructuring.
 - (i) With respect to an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest or a Qualifying Policy with respect thereto, sub-paragraphs (i) to (v) inclusive of the definition of “Restructuring” in § 6(10) are hereby amended to read as follows:
 - (A) a reduction in the rate or amount or the Instrument Payments in clause (A)(x) of the definition thereof that are guaranteed or insured by the Qualifying Policy;
 - (B) a reduction in the amount of the Instrument Payments described in clause (A)(y) of the definition thereof that are guaranteed or insured by the Qualifying Policy;
 - (C) a postponement or other deferral of a date or dates for either (A) the payment or accrual of the Instrument Payments described in clause (A)(x) of the definition thereof or (B) the payment of the Instrument Payments described in clause (A)(y) of the definition thereof, in each case that are guaranteed or insured by the Qualifying Policy;
 - (D) a change in the ranking in priority of payment of (I) any Obligation under a Qualifying Policy in respect of Instrument Payments, causing the Subordination of such Obligation to any other Obligation or (II) any Instrument Payments, causing the Subordination of such Insured Instrument to any other instrument in the form of a pass-through certificate or similar funded beneficial interest issued by the Insured Obligor, it being understood that, for this purpose, Subordination will be deemed to include any such change that results in a lower ranking under a priority of payments provision applicable to the relevant Instrument Payments; or
 - (E) any change in the currency or composition of any payment of Instrument Payments that are guaranteed or insured by the Qualifying Policy to any currency which is not a Permitted Currency.
 - (ii) Sub-paragraph (c) of the definition of “Restructuring” in § 6(10) is hereby amended by adding “or, in the case of a Qualifying Policy and an Insured Instrument, where (l) the Qualifying Policy continues to guarantee or

insure, as applicable, that the same Instrument Payments will be made on the same dates on which the Qualifying Policy guaranteed or insured that such Instrument Payments would be made prior to such event and (II) such event is not a change in the ranking in the priority of payment of the Qualifying Policy” after “Reference Entity”.

- (iii) The definition of “Restructuring” in § 6(10) is hereby amended by the insertion of the following paragraph after the final paragraph thereof:

“For purposes of the definition of “Restructuring” in § 6(10) and if § 6(12) is specified as applying in the applicable Final Terms for the purposes of § 6 the term Obligation shall be deemed to include Insured Instruments for which the Reference Entity is acting as provider of a Qualifying Policy. In the case of a Qualifying Policy and an Insured Instrument, references to the Reference Entity in the definition of “Restructuring” shall be deemed to refer to the Insured Obligor and the reference to the Reference Entity in sub-paragraphs (a) to (c) inclusive in the definition of “Restructuring” shall continue to refer to the Reference Entity.”

- (h) *Fully Transferable Obligation and Conditionally Transferable Obligation.* In the event that “Restructuring Maturity Limitation and Fully Transferable Obligation” and/or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation” is specified as applying in the applicable Final Terms and a Fully Transferable Obligation or Conditionally Transferable Obligation is a Qualifying Policy, the Insured Instrument must meet the requirements of the relevant definition. References in the definition of Conditionally Transferable Obligation to the guarantor and guaranteeing shall be deemed to include the insurer and insuring, respectively. With respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term “final maturity date”, as such term is used in § 6(3) and the definition of “Restructuring Maturity Limitation Date”, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur.
- (i) *Other Provisions.* For purposes of sub-paragraph (a)(ii) of the definition of “Deliverable Obligation” and the definitions of “Credit Event” and “Deliver” in § 6(10), references to the “Underlying Obligation” and the “Underlying Obligor” shall be deemed to include “Insured Instruments” and the “Insured Obligor”, respectively.
- (j) Additional Definitions.

“**Qualifying Policy**” means a financial guaranty insurance policy or similar financial guarantee pursuant to which a Reference Entity irrevocably guarantees or insures all Instrument Payments of an instrument that constitutes Borrowed Money (modified as set forth in this § 6(13)(ii)) (the “**Insured Instrument**”) for which another party (including a special purpose entity or trust) is the obligor (the “**Insured Obligor**”). Qualifying Policies shall exclude any arrangement (i) structured as a surety bond, letter of credit or equivalent legal arrangement or (ii) pursuant to the express contractual terms of which the payment obligations of the Reference Entity can be discharged or reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than the payment of Instrument Payments).

“**Instrument Payments**” means (A) in the case of any Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, (x) the specified periodic distributions in respect of interest or other return on the Certificate Balance on or prior to the ultimate distribution of the Certificate

Balance and (y) the ultimate distribution of the Certificate Balance on or prior to a specified date and (B) in the case of any other Insured Instrument, the scheduled payments of principal and interest, in the case of both (A) and (B) (1) determined without regard to limited recourse or reduction provisions of the type described in § 6(13)(ii)(c) above and (2) excluding sums in respect of default interest, indemnities, tax gross-ups, make-whole amounts, early redemption premiums and other similar amounts (whether or not guaranteed or insured by the Qualifying Policy).

“Certificate Balance” means, in the case of an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, the unit principal balance, certificate balance or similar measure of unreimbursed principal investment.

(14) *Supplement to provisions relating to Qualifying Guarantee and Underlying Obligation.*

(a) If this § 6(14) is specified as applicable in the applicable Final Terms, § 6(10) shall be amended by the deletion of paragraphs (B)(4)(ii) and (B)(4)(iii) of the definition of “Deliverable Obligation”, the substitution of the following therefor and the re-numbering of the remaining paragraphs accordingly:

“(ii) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, both the Qualifying Guarantee and the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency and Not Domestic Law. For these purposes, unless otherwise specified in the applicable Final Terms, (A) the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom or the United States of America or the Euro shall not be a Domestic Currency and (B) the laws of England and the laws of the State of New York shall not be a Domestic Law.”; and

(iii) the deletion of the definition of “Qualifying Guarantee” and the substitution of the following therefor:

“Qualifying Guarantee” means an arrangement evidenced by a written instrument pursuant to which a Reference Entity irrevocably agrees (by guarantee of payment or equivalent legal arrangement) to pay all amounts due under an obligation (the **“Underlying Obligation”**) for which another party is the obligor (the **“Underlying Obligor”**). Qualifying Guarantees shall exclude any arrangement (i) structured as a surety bond, financial guarantee insurance policy, letter of credit or equivalent legal arrangement or (ii) pursuant to the terms of which the payment obligations of the Reference Entity can be discharged, reduced or otherwise altered or assigned (other than by operation law) as a result of the occurrence or non-occurrence of an event or circumstance (other than payment). The benefit of a Qualifying Guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation.”; and

(b) § 6(12) shall be amended by the insertion of the following at the end of the first paragraph thereof:

“provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in (ii) of the definition of “Multiple Holder Obligation” below”.

(15) *Calculation Agent.*

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to the Securities shall (in the absence of manifest error) be final and binding on the Issuer and the Securityholders. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. In performing its duties pursuant to the Securities, the Calculation Agent shall act in its sole and absolute discretion. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Securities including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and neither the Calculation Agent nor the Issuer shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

(16) *Physical Settlement Matrix.*

If Physical Settlement Matrix is specified as applicable in the applicable Final Terms, the provisions specified as applicable and, if applicable, as amended in each case as set out below, in respect of the applicable Transaction Type(s) set out in the Credit Derivatives Physical Settlement Matrix as published by the International Swaps and Derivatives Association, Inc. on the Date of Physical Settlement Matrix specified in the applicable Final Terms (the “**ISDA Physical Settlement Matrix**”), as specified in the applicable Final Terms, shall apply.

<u>Provision</u>	<u>Applicable Not Applicable</u>	<u>Amendments to ISDA Physical Settlement Matrix</u>
Business Days	Not Applicable	Not Applicable
Calculation Agent City	Not Applicable	Not Applicable
All Guarantees	Applicable	None
Conditions to Settlement	Not Applicable	Not Applicable
Credit Events	Applicable	References to “Floating Rate Payer Calculation Amount” shall be deemed to be references to “Calculation Amount”.
Obligation Category	Applicable	None
Obligation Characteristics	Applicable	None
Settlement Method	Not Applicable	Not Applicable
Fallback Method	Settlement Not Applicable	Not Applicable
Physical Period	Settlement Applicable	References to “Section 8.6 of the Definitions” shall be deemed to be references to “the definition of Physical Settlement Period in § 6(10)”.
Deliverable	Obligation Applicable	None

<u>Provision</u> Category	<u>Applicable Not Applicable</u>	<u>Amendments to ISDA Physical Settlement Matrix</u>
Deliverable Obligation Characteristics	Applicable	None
Escrow	Not Applicable	Not Applicable
60 Business Day Cap on Settlement	Not Applicable	Not Applicable
Additional Provisions for Physically Settled Default Swaps – Monoline Insurer as Reference Entity (21 January 2005)	Applicable	(a) The reference to “Additional Provisions for Physically Settled Default Swaps – Monoline Insurer as Reference Entity (21 January 2005)” shall be deemed to be a reference to “§ 6(13)(ii) – Provisions taken from the ISDA supplement titled “Additional Provisions – Monoline Insurer as Reference Entity (January 2005)””; and (b) the reference to “the relevant Confirmation” shall be deemed to be a reference to “the applicable Final Terms”.
Additional Provisions for the Russian Federation (13 August 2004)	Applicable	References to “Additional Provisions for the Russian Federation (13 August 2004)” shall be deemed to be references to “§ 6(17) Provisions taken from the ISDA supplement titled “Additional Provisions for the Russian Federation: Obligation Characteristics and Deliverable Obligation Characteristics (published on 13 August 2004)””.
Additional Provisions for the Republic of Hungary (14 February 2005)	Applicable	References to “Additional Provisions for the Republic of Hungary (14 February 2005)” shall be deemed to be references to “§ 6(18) Provisions taken from the ISDA supplement titled “Additional Provisions for the Republic of Hungary: Obligation Characteristics and Deliverable Obligation Characteristics (published on 14 February 2005)””.
Additional Provisions for the Argentine Republic: Excluded Obligations and Excluded Deliverable Obligations (21 December 2005)	Applicable	References to “Additional Provisions for the Argentine Republic: Excluded Obligations and Excluded Deliverable Obligations (21 December 2005)” shall be deemed to be references to “§ 6(19) Provisions taken from the ISDA supplement titled “Additional Provisions for the Argentine Republic: Excluded Obligations and Excluded Deliverable Obligations (published on 21 December 2005)””.
Additional Provisions for a Secured Deliverable Obligation Characteristic (16 June 2006)	Not Applicable	Not Applicable
Additional Provisions for Reference Entities with	Not Applicable	Not Applicable

<u>Provision</u>	<u>Applicable Not Applicable</u>	<u>Amendments to ISDA Physical Settlement Matrix</u>
Delivery Restrictions (1 February 2007)		
Additional Provisions for LPN Reference Entities (3 October 2006)	Applicable	References to "Additional Provisions for LPN Reference Entities (3 October 2006)" shall be deemed to be references to "§ 6(20) Provisions taken from the ISDA supplement titled "Additional Provisions for LPN Reference Entities (published on 3 October 2006)".
Additional Provisions for STMicroelectronics NV (6 December 2007)	Applicable	References to "Additional Provisions for STMicroelectronics NV (6 December 2007)" shall be deemed to be references to "§ 6(21) Provisions taken from the ISDA supplement titled "Additional Provisions for STMicroelectronics NV (published on 6 December 2007)".
2009 ISDA Credit Derivatives Determinations Committee, Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definition (14 July 2009)	Not Applicable	Not Applicable
Additional Provisions for Fixed Recovery CDS Transactions (24 September 2010)	Not Applicable	Not Applicable
Additional Provisions for Recovery Lock Credit Derivatives Transactions (2 March 2011)	Not Applicable	
Additional Provisions for Sukuk Corporate and Sukuk Sovereign Transaction Types (2 November 2010)	Applicable	References to "Additional Provisions for Sukuk Corporate and Sukuk Sovereign Transaction Types (November 2, 2010)" shall be deemed to be references to "§ 6(23) Provisions taken from the ISDA supplement titled "Additional Provisions for Sukuk Corporate and Sukuk Sovereign Transaction Types (published on 2 November 2010)".
2012 ISDA U.S. Municipal Reference Entity Supplement to the 2003 ISDA Credit Derivatives Definitions (5 March 2012)	Not Applicable	
Additional Provisions for the Hellenic Republic	Not Applicable	

<u>Provision</u> (29 May 2012)	<u>Applicable Not Applicable</u>	<u>Amendments to ISDA Physical Settlement Matrix</u>
Earliest Exercise Time	Not Applicable	Not Applicable
Expiration Time	Not Applicable	Not Applicable
Fixed Rate Payer Payment Dates frequency	Not Applicable	Not Applicable

(17) *Provisions taken from the ISDA supplement titled “Additional Provisions for the Russian Federation: Obligation Characteristics and Deliverable Obligation Characteristics (published on 13 August 2004)”*

If § 6(17) is specified as applicable in the applicable Final Terms:

- (a) notwithstanding the definition of “Obligation” in § 6(10), any obligation that is, in the determination of the Calculation Agent, “IANs”, “MinFins” or “PRINs” shall not be an “Obligation”; and
- (b) notwithstanding the definition of “Deliverable Obligation” in § 6(10), any obligation that is, in the determination of the Calculation Agent, “IANs”, “MinFins” or “PRINs” shall not be a “Deliverable Obligation”.

For the purposes hereof:

“**IANs**” means floating rate interest notes due 2002 and 2015 issued by Vnesheconombank of the USSR pursuant to the Restructuring Agreement and an Exchange Agreement, dated as of 6 October 1997, among Vnesheconombank of the USSR, the Closing Agent and Participating Creditors named therein.

“**MinFins**” (also known as “OVVZs” or “Taiga” bonds) means Internal Government Hard Currency Bonds issued by the Ministry of Finance of the Russian Federation representing (i) restructured debt of the former USSR (Series, II, III, IV, V and VIII) or (ii) debt of the Russian Federation issued in 1996 (Series VI and VII).

“**PRINs**” means Vnesheconombank’s loans arising under a Restructuring Agreement and an Exchange Agreement, dated as of 6 October 1997, among Vnesheconombank of the USSR, the Closing Agent and Participating Creditors named therein.

(18) *Provisions taken from the ISDA supplement titled “Additional Provisions for the Republic of Hungary: Obligation Characteristics and Deliverable Obligation Characteristics (published on 14 February 2005)”*

If § 6(18) is specified as applicable in the applicable Final Terms, notwithstanding anything to the contrary in these Terms and Conditions, the following provisions will apply:

- (a) the definition of “Obligation” in § 6(10) shall be deemed also to include any National Bank of Hungary Obligation;
- (b) the definition of “Deliverable Obligation” in § 6(10) shall be deemed also to include any National Bank of Hungary Deliverable Obligation; and
- (c) the following additional definitions shall apply:

“Event of Default” means any failure by the National Bank of Hungary as issuer or obligor or guarantor of the relevant obligation, to make, when due any payment of principal or premium or prepayment charge or interest, if any, on such obligation.

“National Bank of Hungary Deliverable Obligation” means any obligation of the National Bank of Hungary (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in the applicable Final Terms, as provider of any Qualifying Guarantee) and any Successor:

- (i) which has the Deliverable Obligation Characteristic “Not Subordinated”, where solely for the purposes of this definition of “Not Subordinated” the National Bank of Hungary shall be deemed to be a Reference Entity in respect of which a Reference Obligation has not been specified;
- (ii) which is described by the Deliverable Obligation Category specified in respect of the Republic of Hungary;
- (iii) which has each of the Deliverable Obligation Characteristics specified in respect of the Republic of Hungary; and
- (iv) in relation to which the occurrence or existence of an Event of Default (as defined above) will cause any obligation(s) of the Republic of Hungary in respect of Borrowed Money to become, with the lapse of any grace period and subject to any other requirements under the terms of such Borrowed Money obligation (including requirements as to the amounts of such default), immediately due and payable, pursuant to the terms of such Borrowed Money obligation.

“National Bank of Hungary Obligation” means any obligation of the National Bank of Hungary (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in the applicable Final Terms, as provider of any Qualifying Guarantee) and any Successor:

- (i) which has the Obligation Characteristic “Not Subordinated”, where solely for the purposes of the definition of “Not Subordinated” the National Bank of Hungary shall be deemed to be a Reference Entity in respect of which a Reference Obligation has not been specified;
- (ii) which is described by the Obligation Category specified in respect of the Republic of Hungary;
- (iii) which has each of the Obligation Characteristics specified in respect of the Republic of Hungary; and
- (iv) in relation to which the occurrence or existence of an Event of Default (as defined above) will cause any obligation(s) of the Republic of Hungary in respect of Borrowed Money to become, with the lapse of any grace period and subject to any other requirements under the terms of such Borrowed Money obligation (including requirements as to the amounts of such default), immediately due and payable, pursuant to the terms of such Borrowed Money obligation.

For the purposes only of construing the term “National Bank of Hungary Obligation”, the National Bank of Hungary shall be deemed to be a Reference Entity.

- (19) *Provisions taken from the ISDA supplement titled “Additional Provisions for the Argentine Republic: Excluded Obligations and Excluded Deliverable Obligations (published on 21 December 2005)”*

If § 6(19) is specified as applicable in the applicable Final Terms:

- (a) notwithstanding the definition of “Obligation” in § 6(10), any obligation that is a Bond that was issued on or prior to 1 June 2005 (other than any Bond constituting a New Security (as defined in the “Prospectus Supplement of the Republic of Argentina dated 10 January 2005”, as the same may be amended or supplemented)) shall be an “Excluded Obligation”; and
- (b) notwithstanding the definition of “Deliverable Obligation” in § 6(10), any obligation that is a Bond that was issued on or prior to 1 June 2005 (other than any Bond constituting a New Security (as defined in the “Prospectus Supplement of the Republic of Argentina dated 10 January 2005”, as the same may be amended or supplemented)) shall be an “Excluded Deliverable Obligation”.

(20) *Provisions taken from the ISDA supplement titled “Additional Provisions for LPN Reference Entities (published on 3 October 2006)”*

If § 6(20) is specified as applicable in the applicable Final Terms, notwithstanding anything to the contrary in these Terms and Conditions, the following provisions will apply:

- (a) Multiple Holder Obligation will be deemed to be Not Applicable with respect to any Reference Obligation (and any Underlying Loan);
- (b) each Reference Obligation will be an Obligation, notwithstanding anything to the contrary in these Terms and Conditions including, but not limited to the definition of “Obligation” in § 6(10), and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity;
- (c) each Reference Obligation will be a Deliverable Obligation notwithstanding anything to the contrary in these Terms and Conditions including, but not limited to the definition of “Deliverable Obligation” in § 6(10) and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity.

For the avoidance of doubt with respect to any LPN Reference Obligation that specifies an Underlying Loan or an Underlying Finance Instrument, the outstanding principal balance shall be determined by reference to the Underlying Loan or Underlying Finance Instrument (as applicable) relating to such LPN Reference Obligation.

The Not Subordinated Obligation Characteristic and Deliverable Obligation Characteristic shall be construed as if no Reference Obligation was specified in respect of the Reference Entity;

- (d) the definition of Reference Obligation shall be deleted and the following substituted therefor:

“**Reference Obligation**” means, as of the Trade Date, each of the obligations listed as a Reference Obligation of the Reference Entity in the applicable Final Terms or set forth on the relevant LPN Reference Obligations List, as published by Markit Group Limited, or any successor thereto, which list is as of the Issue Date available at <http://www.markit.com/marketing/services.php>, any Additional LPN and each Additional Obligation.”; and

- (e) the following additional definitions shall apply:

“**Additional LPN**” means any bond issued in the form of a loan participation note (a “**LPN**”) by an entity (the “**LPN Issuer**”) for the sole purpose of providing funds for the LPN Issuer to (a) finance a loan to the Reference Entity (the “**Underlying Loan**”) or (b) provide finance to the Reference Entity by way of a deposit, loan or other Borrowed Money instrument (the “**Underlying Finance Instrument**”), provided that (i) either (x) in the event that there is an Underlying Loan with respect to such LPN the Underlying Loan satisfies

the Obligation Characteristics specified in respect of the Reference Entity or (y) in the event that there is an Underlying Finance Instrument with respect to such LPN the Underlying Finance Instrument satisfies the Not Subordinated, Not Domestic Law and Not Domestic Currency Obligation Characteristics (ii) the LPN satisfies the following Deliverable Obligation Characteristics: Transferable, Not Bearer, Specified Currency – Standard Specified Currencies, Not Domestic Law, Not Domestic Issuance; and (iii) the LPN Issuer has, as of the issue date of such obligation, granted a First Ranking Interest over or in respect of certain of its rights in relation to the relevant Underlying Loan or Underlying Finance Instrument (as applicable) for the benefit of the holders of the LPNs.

“Additional Obligation” means each of the obligations listed as an Additional Obligation of the Reference Entity in the applicable Final Terms or set forth on the relevant LPN Reference Obligations List, as published by Markit Group Limited, or any successor thereto, as of the Trade Date, which list is as at the Issue Date available at <http://www.markit.com/marketing/services.php>.

“First Ranking Interest” means a charge, security interest (or other type of interest having similar effect) (an **“Interest”**), which is expressed as being “first ranking”, “first priority”, or similar (**“First Ranking”**) in the document creating such Interest (notwithstanding that such Interest may not be First Ranking under any insolvency laws of any related insolvency jurisdiction of the LPN Issuer).

“LPN Reference Obligation” means each Reference Obligation other than any Additional Obligation.

For the avoidance of doubt, any change to the issuer of an LPN Reference Obligation in accordance with its terms shall not prevent such LPN Reference Obligation constituting a Reference Obligation.

Each LPN Reference Obligation is issued for the sole purpose of providing funds for the Issuer to finance a loan to the Reference Entity. For the purposes of the Securities each such loan shall be an Underlying Loan.

- (21) *Provisions taken from the ISDA supplement titled “Additional Provisions for STMicroelectronics NV (published on 6 December 2007)”*

If § 6(21) is specified as applicable in the applicable Final Terms and:

- (a) STMicroelectronics NV is a Reference Entity;
- (b) the USD 1,217,000,000 Zero Coupon Senior Convertible Bond due 2013 issued by STMicroelectronics NV is a Selected Obligation; and
- (c) such Selected Obligation is not immediately due and payable as of the relevant Delivery Date,

the outstanding principal balance of such Selected Obligation shall be deemed to be the amount payable on the scheduled maturity date of such Selected Obligation.

For the purposes hereof, **“Selected Obligation”** means, with respect to a Reference Entity, each Deliverable Obligations specified in the related Notice of Physical Settlement.

- (22) *Provisions taken from the ISDA supplement titled “Additional Provisions for Credit Derivative Transactions – U.S. Municipal Entity as Reference Entity (published on 17 September 2004)”*

If § 6(22) is specified as applicable in the applicable Final Terms, the following provisions will apply:

(a) *Deliverable Obligation.* Sub-paragraph (d)(A)(2) of the definition of “Deliverable Obligation” in § 6(10) is hereby amended by adding “, Full Faith and Credit Obligation Liability, General Fund Obligation Liability, Revenue Obligation Liability” after “Not Domestic Issuance” in the third line thereof.

(b) *Obligation.* The definition of “Obligation Characteristics” in paragraph (B) under the heading “Method for Determining Obligations.” In the definition of “Obligation” in § 6(10) is hereby amended by:

(i) deleting the word “and” after the word “Listed” in the introductory paragraph thereof and inserting a comma in lieu thereof;

(ii) adding “, Full Faith and Credit Obligation Liability, General Fund Obligation Liability and Revenue Obligation Liability” after “Not Domestic Issuance” in the introductory paragraph thereof;

(iii) adding “(in the case of a Revenue Obligation Liability, with respect to the revenues from which the Reference Obligation is payable)” after “Subordinated” in the first line of sub-paragraph (1)(a) thereof;

(iv) deleting “most senior” and “in priority of payment” in the second line of sub-paragraph (1)(a) thereof;

(v) adding the following at the end of sub-paragraph (1)(b) thereof:

“Notwithstanding the foregoing, a Full Faith and Credit Obligation Liability of a Reference Entity that is payable, in whole or in part, from ad valorem taxes (where the amount of such taxes that may be levied is subject to applicable constitutional, statutory and other legal limits) shall be deemed to be Subordinated to any Full Faith and Credit Obligation Liability of such Reference Entity that is payable, in whole or in part, from ad valorem taxes that are not so limited”;

(vi) deleting the word “and” at the end of sub-paragraph (6) and adding the following sub-paragraphs (8), (9) and (10) at the end thereof:

“(8) **“Full Faith and Credit Obligation Liability”** means any liability of the Reference Entity:

(a) the payment of which in accordance with its terms or applicable law is backed by the “full faith and credit” (or similar language) of the Reference Entity; or

(b) that is payable from ad valorem taxes required to be levied on all taxable property within the taxing jurisdiction of the Reference Entity for the payment thereof, whether or not subject to any applicable constitutional, statutory and other legal limits with respect to the amount of such taxes that may be so levied.

Notwithstanding the foregoing, in addition to any of the sources described above, any Full Faith and Credit Obligation Liability may be backed by any other source of funds;

(9) (a) **“General Fund Obligation Liability”** means any liability of the Reference Entity that is payable from the general fund of the Reference Entity and that is not a Moral Obligation Liability. For avoidance of any doubt, a Full Faith and Credit Obligation Liability that is payable from the

general fund of the Reference Entity shall also constitute a General Fund Obligation Liability;

- (b) **“Moral Obligation Liability”** means any liability of the Reference Entity that is contingent upon an appropriation being made by the governing body or other official of the Reference Entity; and
- (10) **“Revenue Obligation Liability”** means any liability of the Reference Entity that is payable, in whole or in part, from the same source of revenues as the Reference Obligation and that is not a Moral Obligation Liability”.
- (c) *Publicly Available Information.* Sub-paragraph (a) of the definition of “Publicly Available Information” in § 6(10) is hereby amended by:
- (i) adding “, or a Sovereign in respect of a Reference Entity which is a Sovereign Agency” after “or a Sovereign Agency in respect of a Reference Entity which is a Sovereign” in sub-paragraph (ii) thereof;
 - (ii) inserting “(x)” after “or filed with” in sub-paragraph (iv) thereof; and
 - (iii) adding the following at the end of sub-paragraph (iv) thereof:

“, or (y) a nationally recognised municipal securities information repository, as recognised by the United States Securities and Exchange Commission”.
- (d) *Public Source.* The definition of “Public Source” in § 6(10) is hereby amended by inserting “, The Bond Buyer” after “Dow Jones News Wire”.
- (e) *Substitute Reference Obligation.* The definition of “Substitute Reference Obligation” in § 6(10) is hereby amended by:
- (i) adding “or defeased” after “redeemed” and “in accordance with its terms” after “in whole” in sub-paragraph (a)(i) thereof;
 - (ii) deleting “and” after “Issuer” in the ninth line of sub-paragraph (b) thereof and inserting a comma in lieu thereof; and
 - (iii) adding the following at the end of sub-paragraph (b) thereof:

“and (iv) is a Full Faith and Credit Obligation Liability (if Full Faith and Credit Obligation Liability is specified as an Obligation Characteristic in the applicable Final Terms), is a General Fund Obligation Liability (if General Fund Obligation Liability is specified as an Obligation Characteristic in the applicable Final Terms), or is a Revenue Obligation Liability (if Revenue Obligation Liability is specified as an Obligation Characteristic in the applicable Final Terms)”.
- (f) *Successor.* Sub-paragraph (b) of the definition of “Successor” in § 6(10) is hereby amended by adding the following sentence at the end thereof:

“Notwithstanding the foregoing, in the event that Revenue Obligation Liability is specified as an Obligation Characteristic or Deliverable Obligation Characteristic, “Successor” shall mean an entity or public official that (a) succeeds to the principal functions of, or powers and duties granted to, the Reference Entity with respect to the project, programme or other enterprise from which revenues are derived for the payment, in whole or in part, of the Reference Obligation, and (b) assumes the Reference Obligation.”

- (23) *Provisions taken from the ISDA supplement titled "Additional Provisions for Sukuk Corporate and Sukuk Sovereign Transaction Types (published on 2 November, 2010)"*

If § 6(23) is specified as applicable in the applicable Final Terms, the following provisions will apply:

- (1) Multiple Holder Obligation will be Not Applicable with respect to any Obligation that is a Sukuk Obligation.
- (2) Each Qualifying Sukuk Obligation which satisfies the Not Subordinated, Not Domestic Currency, Not Domestic Law and Not Domestic Issuance Obligation Characteristics on the relevant date will be an Obligation notwithstanding anything to the contrary in these Terms and Conditions, including but not limited to the definition of "Obligation" in § 6(10) above and in particular, notwithstanding that a Qualifying Sukuk Obligation may not be an obligation of the Reference Entity.
- (3) Subject to the second paragraph of sub-paragraph (2)(i) of paragraph (A) (*Method for Determining Deliverable Obligations*) in the definition of "Deliverable Obligation" in § 6(10) above (for which purpose references to "Reference Obligation" shall be read as references to "Qualifying Sukuk Obligation"), each Qualifying Sukuk Obligation which:
 - (a) satisfies the Not Subordinated, Specified Currency: Standard Specified Currencies, Not Domestic Issuance, Not Domestic Law, Transferable and Not Bearer Deliverable Obligation Characteristics on the relevant date; and
 - (b) without regard to the effect of any provisions of such Qualifying Sukuk Obligation that permit expected amounts payable to be reduced, extinguished, postponed or withheld or for recourse in respect of such Qualifying Sukuk Obligation to be limited (or any similar provisions, howsoever described), is payable in an amount equal to its outstanding principal balance or Due and Payable Amount, as applicable and (ii) is not subject to any counterclaim, defense (other than a counterclaim or defense based on the factors set forth in paragraphs (a)-(d) of the definition of "Credit Event" in § 6(10) above) or right of set off by or of a Sukuk Issuer,

will be a Deliverable Obligation notwithstanding anything to the contrary in these Terms and Conditions, including but not limited to the definition of "Deliverable Obligation" in § 6(10) above, and in particular, notwithstanding that a Qualifying Sukuk Obligation may not be an obligation of the Reference Entity.

For the avoidance of doubt, any change as to the identity of the Sukuk Issuer shall not prevent a Sukuk Obligation from constituting a Qualifying Sukuk Obligation.

- (4) **Markit Published Sukuk Obligation.** "Markit Published Sukuk Obligation" means each obligation set forth, as of the Credit Event Determination Date, on the relevant sukuk obligations list in respect of the Reference Entity, as published by Markit Group Limited, or any successor thereto.
- (5) **Reference Obligation.** The definition of "Reference Obligation" in § 6(10) above shall be deleted in its entirety and replaced with the following:

""**Reference Obligation**" means (a) (i) each obligation specified as such or of a type described in the applicable Final Terms (if any are so specified or described) or (ii) if an obligation or type of obligation is not specified in the applicable Final Terms, each Markit Published Sukuk Obligation and (b) any Substitute Reference Obligation."
- (6) **Qualifying Sukuk Obligation.** "Qualifying Sukuk Obligation" means any Sukuk Obligation in respect of which (a) if the related Recourse Obligation (if any) is not a

Recourse Guarantee, the related Recourse Obligation is described by the Payment Obligation Category and satisfies the Not Subordinated and Not Contingent Obligation Characteristics on the relevant date or (b) if the related Recourse Obligation (if any) is a Recourse Guarantee, (i) the Underlying Recourse Obligation is described by the Payment Obligation Category and satisfies the Not Subordinated and Not Contingent Obligation Characteristics on the relevant date and (ii) the related Recourse Obligation satisfies the Not Subordinated Obligation Characteristic on the relevant date.

- (7) **Sukuk Obligations. "Sukuk Obligation"** means any trust certificate or other instrument (a **"Sukuk Certificate"**) evidencing a beneficial or other ownership interest in assets, rights, benefits or entitlements and which may be issued by the Reference Entity or another entity (in either case, the **"Sukuk Issuer"**) where if the Reference Entity is not the Sukuk Issuer, the Sukuk Issuer (or any agent, delegate or trustee acting on its behalf) has recourse to the Reference Entity and/or to assets over which the Reference Entity has granted security in favour of the Sukuk Issuer (or any agent, delegate or trustee acting on its behalf) in order to fund payment obligations of the Sukuk Issuer under the Sukuk Certificates (whether such recourse is pursuant to (a) an obligation of the Reference Entity to purchase assets owned by the Sukuk Issuer or (b) any other obligation of the Reference Entity, including as provider of any Recourse Guarantee (each such obligation, a **"Recourse Obligation"**)).

For the purposes of the foregoing, **"Recourse Guarantee"** means an arrangement evidenced by a written instrument pursuant to which the Reference Entity irrevocably agrees (by guarantee of payment or equivalent legal arrangement) to pay all amounts due under an obligation (the **"Underlying Recourse Obligation"**) for which another party is the obligor (the **"Underlying Recourse Obligor"**). Recourse Guarantees shall exclude any arrangement (a) structured as surety bond, financial guarantee insurance policy, letter of credit or equivalent legal arrangement or (b) pursuant to the terms of which the payment obligations of the Reference Entity can be discharged, reduced or otherwise altered or assigned (other than by operation of law) as a result of the occurrence or non-occurrence of an event or circumstance (other than payment).

- (8) The definition of "Potential Failure to Pay" in § 6(10) above shall be deleted in its entirety and replaced with the following:

"Potential Failure to Pay" means (a) in relation to any Obligations other than Sukuk Obligations, the failure by a Reference Entity to make, when and where due, any payments under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure and/or (b) in relation to any Obligations that are Sukuk Obligations, the failure by the Reference Entity or the Sukuk Issuer to make, when and where due any payments or Expected Payments under one or more Sukuk Obligations or any payments under one or more related Recourse Obligations, as applicable, in accordance with the terms of such Sukuk Obligations or Recourse Obligations, as applicable, at the time of such failure, where the aggregate amount of such failures under sub-clause (a) and sub clause (b) (aggregated for the Reference Entity and all related Sukuk Issuers but without double counting amounts in respect of the same Sukuk Obligation (whether such amounts are in respect of such Sukuk Obligation or related Recourse Obligation)) is not less than the Payment Requirement, in each case without regard to any grace period or conditions precedent to the commencement of any grace period applicable to such Obligations."

- (9) The definition of "Failure to Pay" in § 6(10) above shall be deleted in its entirety and replaced with the following:

"Failure to Pay" means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period) (a)

in relation to any Obligations other than Sukuk Obligations, the failure by a Reference Entity to make, when and where due, any payments under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure and/or (b) in relation to any Obligations that are Sukuk Obligations, the failure by the Reference Entity or the Sukuk Issuer to make, when and where due, any payments or Expected Payments under one or more Sukuk Obligations or any payments under one or more related Recourse Obligations, as applicable, in accordance with the terms of such Sukuk Obligations or Recourse Obligations, as applicable, at the time of such failure, where the aggregate amount of such failures under sub-clause (a) and sub-clause (b) (aggregated for the Reference Entity and all related Sukuk Issuers but without double counting amounts in respect of the same Sukuk Obligation (whether such amounts are in respect of such Sukuk Obligation or related Recourse Obligation)) is not less than the Payment Requirement."

- (10) **"Expected Payments"** means, in relation to any Sukuk Obligations and with respect to any day, the amount of any payment or distribution expected to be made on such day in accordance with the initial schedule of payments as specified in the terms of such Sukuk Obligation or the offering circular relating to such Sukuk Obligation, determined without regard to the effect of any provisions of such Sukuk Obligation that permit the expected payments or distributions to be reduced, extinguished, postponed or withheld or for recourse in respect of such Sukuk Obligation to be limited (or any similar provisions, howsoever described).
- (11) The definition of "Due and Payable Amount" in § 6(10) above shall be deleted in its entirety and replaced with the following:
- "Due and Payable Amount"** means (a) in relation to any Deliverable Obligations other than Sukuk Obligations, the amount that is due and payable under (and in accordance with the terms of) a Deliverable Obligation on the Delivery Date, whether by reason of acceleration, maturity, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts) and (b) in relation to any Deliverable Obligations that are Sukuk Obligations, the amount that is due and payable or expected to be due and payable, determined without regard to the effect of any provisions of such Deliverable Obligation that permit expected amounts payable to be reduced, extinguished, postponed or withheld or for recourse in respect of such Deliverable Obligation to be limited (or any similar provisions, howsoever described), under (and in accordance with the terms of) a Deliverable Obligation on the Delivery Date, whether by reason of acceleration, maturity, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts)."
- (12) References to "Reference Entity" in § 6(1) above, the first paragraph of the definition of "Restructuring" in § 6(10) above and in the definitions of "Auction Final Price", "Conditions to Settlement", "Credit Event Notice", "Credit Event Resolution Request Date", "Subordination", "Publicly Available Information", "Public Source", "Credit Event", "Bankruptcy", "Obligation Acceleration", "Obligation Default", "Repudiation/Moratorium", "Governmental Authority" and "Deliver" in § 6(10) above shall be deemed to include a Sukuk Issuer.
- (13) In respect of Securities for which "Sukuk Sovereign" or "Standard Sukuk Sovereign" is the Transaction Type and in relation to which the Sukuk Issuer is not the Reference Entity, notwithstanding anything to the contrary in these Terms and Conditions or the applicable Final Terms, "Bankruptcy" shall be deemed to have been specified as a Credit Event in the applicable Final Terms and any references to "Reference Entity" in the definition thereof shall be deleted and replaced with "Sukuk Issuer".
- (14) References to "Obligation" in § 6(5) above and in the definitions of "Conditions to Settlement", "Credit Event Notice", "Grace Period", "Grace Period Business Day", "Credit Event Resolution Request Date", "Publicly Available Information", "Credit Event",

"Obligation Acceleration", "Obligation Default", "Repudiation/Moratorium", "Restructuring" and "Obligation Currency" in § 6(10) above shall be deemed to include a Recourse Obligation that relates to any Obligation that is a Sukuk Obligation (if any).

- (15) References to "interest" in paragraphs (i), (iii), (v) and (a) of the definition of "Restructuring" in § 6(10) above, in paragraph (b) of the definition of "Quotation" in § 6(10) above and in the definitions of "Asset Amount", "Accreted Amount" and "Accreting Obligation" in § 6(10) above and in paragraph (c) of the definition of "Quotation" in § 6(8) above shall be deemed to include distributions, profit or other similar amounts of an income nature or expected distributions, profit or other similar amounts of an income nature.
- (16) Reference to "Bond" in the definition of "succeed" in § 6(10) above, in paragraph (2) of paragraph (B) (*Interpretation of Provisions*) of the definition of "Deliverable Obligation" in § 6(10) above and in the definition of "Repudiation/Moratorium" in § 6(10) above shall be deemed to include a Sukuk Obligation.
- (17) If the Reference Obligation is a Sukuk Obligation, the reference to "the Reference Obligation" in sub-paragraph (c) of the last paragraph of the definition of "Successor" in § 6(10) above shall be deemed to be a reference to the related Recourse Obligation.
- (18) The definition of "succeed" in § 6(10) above shall be amended such that the words "or (iii) enters into Replacement Recourse Obligations in relation to Replacement Sukuk Obligations that are exchanged for Sukuk Obligations" shall be added after the words "(or, as applicable, obligations)" in line five of such definition. For the purpose of the foregoing:
 - (a) **"Replacement Sukuk Obligation"** means, in relation to an entity, any trust certificate or other instrument (a **"Replacement Sukuk Certificate"**) evidencing a beneficial or other ownership interest in assets, rights, benefits or entitlements and which may be issued by such entity or another entity (in either case, the **"Replacement Sukuk Issuer"**) where if such entity is not the Replacement Sukuk Issuer, the Replacement Sukuk Issuer (or any agent, delegate or trustee acting on its behalf) has recourse to such entity and/or to assets over which such entity has granted security in favour of the Replacement Sukuk Issuer (or any agent, delegate or trustee acting on its behalf) in order to fund payment obligations of the Replacement Sukuk Issuer under the Replacement Sukuk Certificates (whether such recourse is pursuant to (i) an obligation of such entity to purchase assets owned by the Replacement Sukuk Issuer or (ii) any other obligation of such entity, including as provider of any Replacement Recourse Guarantee (each such obligation, a **"Replacement Recourse Obligation"**)); and
 - (b) **"Replacement Recourse Guarantee"** means an arrangement evidenced by a written instrument pursuant to which an entity irrevocably agrees (by guarantee of payment or equivalent legal arrangement) to pay all amounts due under an obligation for which another party is the obligor. Replacement Recourse Guarantee shall exclude any arrangement (a) structured as a surety bond, financial guarantee insurance policy, letter of credit or equivalent legal arrangement or (b) pursuant to the terms of which the payment obligations of the relevant entity can be discharged, reduced or otherwise altered or assigned (other than by operation of law) as a result of the occurrence or non-occurrence of an event or circumstance (other than payment).
- (19) The definition of "Relevant Obligation" in § 6(10) above shall be amended such that the words "or Recourse Obligations" shall be added immediately after the words "of the Reference Entity" in line two of such definition.
- (20) The definition of "Deliverable Obligation" in § 6(10) above shall be amended such that (a) the words "or in respect of an Obligation that is a Sukuk Obligation where the Reference

Entity is a Sovereign Reference Entity and is not the Sukuk Issuer" shall be added immediately after the words "to a Sovereign Reference Entity" in line two of paragraph (c) of such definition and (b) the words ", Sukuk Issuer" shall be added immediately after the words "of a Reference Entity" in line seven of paragraph (c) of such definition.

- (21) The definition of "Sovereign Restructured Deliverable Obligation" in § 6(10) above shall be amended such that the words "or if the Reference Entity is a Sovereign Reference Entity and is not the Sukuk Issuer, an Obligation that is a Sukuk Obligation" shall be added immediately after the words "of a Sovereign Reference Entity" in line two of such definition.
- (22) The definition of "Not Subordinated" in § 6(10) above shall be deleted in its entirety and replaced with the following:

"(1) (a) **"Not Subordinated"** means an obligation that is not Subordinated to (I) the most senior Reference Obligation in priority of payment that is an obligation of the Reference Entity or (II) if no Reference Obligation is an obligation of the Reference Entity but one or more Reference Obligations are Sukuk Obligations, (1) where such obligation is a Sukuk Obligation, the most senior Reference Obligation in priority of payment that is an obligation of such Sukuk Issuer and (2) where such obligation is a Recourse Obligation, the most senior Recourse Obligation in priority of payment relating to a Reference Obligation or (III) if no Reference Obligation is specified in the applicable Final Terms, any unsubordinated Borrowed Money obligation of the Reference Entity or, if there are no such obligations, (1) where such obligation is a Sukuk Obligation, any unsubordinated Borrowed Money obligation of the Sukuk Issuer and (2) where such obligation is a Recourse Obligation, any unsubordinated Recourse Obligation of the Reference Entity; provided that, if any of the events set forth under paragraph (a) of the definition of "Substitute Reference Obligation" in § 6(10) above has occurred with respect to all of the Reference Obligations or if the last paragraph of the definition of "Successor" in § 6(10) above is applicable with respect to the Reference Obligation (each, in each case, a **"Prior Reference Obligation"**) and no Substitute Reference Obligation has been identified for any of the Prior Reference Obligations at the time of the determination of whether an obligation satisfies the "Not Subordinated" Obligation Characteristic or Deliverable Obligation Characteristic, as applicable, **"Not Subordinated"** shall mean an obligation that would not have been Subordinated to the most senior such Prior Reference Obligation in priority of payment or if such Prior Reference Obligation is a Sukuk Obligation, (1) where such obligation is a Sukuk Obligation, the most senior such Prior Reference Obligation in priority of payment and (2) where such obligation is a Recourse Obligation, the most senior Recourse Obligation in priority of payment relating to a Reference Obligation. For purposes of determining whether an obligation satisfies the "Not Subordinated" Obligation Characteristic or Deliverable Obligation Characteristic, the ranking in priority payment of each Reference Obligation, each Prior Reference Obligation or each Recourse Obligation, as applicable, shall be determined as of the date as of which the relevant Reference Obligation, Prior Reference Obligation or Recourse Obligation, as applicable, was issued, incurred or entered into, and shall not reflect any change to such ranking in priority or payment after such date."

- (23) The definition of "Substitute Reference Obligation" in § 6(10) above shall be amended such that (a) the words "or a Sukuk Obligation" shall be added immediately after the words "any Qualifying Guarantee)" in line three of paragraph one of such definition, (b) the words "or, where the Sukuk Issuer is not the Reference Entity, a Sukuk Obligation in respect of which the Sukuk Issuer no longer has recourse the Reference Entity" shall be added immediately after the words "of a Reference Entity" in lines nine and ten of subparagraph (a)(ii) of such definition and (c) subparagraph (b) of such definition shall be deleted in its entirety and replaced with the following:

"(b) Any Substitute Reference Obligation or Substitute Reference Obligations shall be an Obligation that (i) ranks *pari passu* in priority of payment with the ranking in

priority of payment of each of the Substitute Reference Obligation and such Reference Obligation (with the ranking in priority of payment of such Reference Obligation being determined as of the date on which such Reference Obligation was issued or incurred and not reflecting any change to such ranking in priority of payment after such date) or where such Substitute Reference Obligation is a Sukuk Obligation in respect of which the Sukuk Issuer is not the Reference Entity the related Recourse Obligation shall rank *pari passu* in priority of payment with the ranking in priority of payment of the Reference Obligation relating to each of the Substitute Reference Obligation and the Reference Obligation (with the ranking in priority of payment of such Recourse Obligation being determined as of the date on which such Recourse Obligation was issued, incurred or entered into and not reflecting any change to such ranking in priority of payment after such date), (ii) preserves the economic equivalent, as closely as practicable as determined by the Calculation Agent, of the delivery and payment obligations of the Issuer and (iii) is an obligation of the relevant Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in the applicable Final Terms, as provider of a Qualifying Guarantee) or an obligation of an entity that provides for recourse by such entity to the relevant Reference Entity. The Substitute Reference Obligation or Substitute Reference Obligations identified by the Calculation Agent shall, without further action, replace such Reference Obligation or Reference Obligations."

- (24) Reference to "trustee" in the definition of "Publicly Available Information" in § 6(10) above shall be deemed to include delegate.
- (25) The definition of "Obligation Acceleration" in § 6(10) above shall be amended such that the words "(aggregated for the Reference Entity and all related Sukuk Issuers but without double counting amounts in respect of the same Sukuk Obligation (whether such amounts are in respect of such Sukuk Obligation or related Recourse Obligation))" shall be added immediately after the words "aggregate amount" in line one of such definition.
- (26) The definition of "Obligation Default" in § 6(10) above shall be amended such that the words "(aggregated for the Reference Entity and all related Sukuk Issuers but without double counting amounts in respect of the same Sukuk Obligation (whether such amounts are in respect of such Sukuk Obligation or related Recourse Obligation))" shall be added immediately after the words "aggregate amount" in line one of such definition.
- (27) The definition of "Repudiation/Moratorium" in § 6(10) above shall be amended such that the words "(aggregated for the Reference Entity and all related Sukuk Issuers but without double counting amounts in respect of the same Sukuk Obligation (whether such amounts are in respect of such Sukuk Obligation or related Recourse Obligation))" shall be added immediately after the words "aggregate amount" in lines four and seven of such definition.
- (28) The definition of "Repudiation/Moratorium Extension Condition" in § 6(10) above shall be amended such that the words "of the relevant Reference Entity" shall be deleted wherever such words appear after the word "Obligation" in such definition.
- (29) The definition of "Restructuring" in § 6(10) above shall be amended such that the words "(aggregated for the Reference Entity and all related Sukuk Issuers but without double counting amounts in respect of the same Sukuk Obligation (whether such amounts are in respect of such Sukuk Obligation or related Recourse Obligation))" shall be added immediately after the words "aggregate amount" in line two of such definition.
- (30) The definition of "Restructuring" in § 6(10) above shall be amended such that the words "(which expression, in the case of a Recourse Obligation, means all holders of Sukuk Certificate to which such Recourse Obligation is referable)" shall be added after the words "holders of such Obligation" and "holders of the Obligation" wherever such words appear in such definition.

- (31) Reference to "principal" in paragraphs (ii) and (iii) of the definition of "Restructuring" in § 6(10) above shall be deemed to include distributions or expected distributions of any type (other than distributions or profit of an income nature).
- (32) Reference to "maturity" and "scheduled redemption dates" in paragraph (ii) of the definition of Restructuring in § 6(10) above shall be deemed to include any date for the payment of such distributions or on any date of dissolution

(24) *First to Default Securities*

If First to Default Securities is specified as applicable in the applicable Final Terms, the following shall apply:

- (a) Conditions to Settlement may only be satisfied on one occasion and consequently, subject as provided in § 6(11), if applicable, and, if DC Determinations is specified as applicable in the applicable Final Terms, the definition of Conditions to Settlement in § 6(10), a Credit Event Notice may only be delivered on one occasion. If Conditions to Settlement are satisfied in respect of more than one Reference Entity on the same date, the Calculation Agent shall determine in its sole and absolute discretion which Reference Entity is the Reference Entity in respect of which Conditions to Settlement are satisfied. The Final Price or Auction Final Price, as applicable, will be calculated or that published, as applicable, in respect of the Reference Entity in respect of which Conditions to Settlement are satisfied; and
- (b) the following shall be inserted after the paragraph commencing "In the case of (b) above" in the definition of Successor in § 6(10):

"Notwithstanding the provisions above and sub-paragraph (b) of the definition of Reference Entity, where one or more Reference Entities (each an "**Affected Reference Entity**") and/or the Issuer would, but for this provision, be identified as a Successor pursuant thereto and at least one other entity which is not a Reference Entity or the Issuer is also identified as a Successor in respect of the relevant Succession Event, each Affected Reference Entity and/or the Issuer, as applicable, shall not be regarded as a "Successor" for the purposes of the Securities. Where pursuant to the provisions above or sub-paragraph (b) of the definition of Reference Entity one or more Reference Entities (each an "**Affected Reference Entity**") and/or the Issuer would, but for this provision, be identified as a Successor pursuant thereto but no other entities which are not Reference Entities or the Issuer are identified as a Successor in respect of the relevant Succession Event, each Affected Reference Entity and/or the Issuer, as applicable, shall not be regarded as a "Successor" for the purposes of the Securities and if "Alternative Reference Entity" is specified as applicable in the applicable Final Terms, in respect of each Affected Reference Entity or the Issuer, as applicable, the Calculation Agent shall use reasonable endeavours to (a) select an Alternative Reference Entity to be the Successor in respect of the relevant Succession Event and (b) select an Alternative Reference Obligation to be the Reference Obligation in respect of such Alternative Reference Entity after the relevant Succession Event. If "Alternative Reference Entity" is specified as not applicable in the applicable Final Terms or the Calculation Agent is unable to select an Alternative Reference Entity or an Alternative Reference Obligation as aforesaid, no Successor shall be appointed, the Reference Entity to which the relevant Succession Event relates shall be deemed to have ceased to be a Reference Entity and that portion of the interest payable or, if the Securities are Zero Coupon Securities or Non-Interest Bearing Securities, the portion of the Redemption Amount which is referable to the purchase of credit protection purchased by the Issuer under the Securities shall be reduced accordingly as determined by the Calculation Agent in its sole and absolute discretion, in each case with effect from the date determined by the Calculation Agent to be the date on which the relevant Succession Event was effective.

Where:

“Alternative Reference Entity” means an entity which satisfies both the Industry Requirement and the Spread Requirement as determined by the Calculation Agent in its sole and absolute discretion;

“Alternative Reference Obligation” means any obligation of the Alternative Reference Entity selected by the Calculation Agent in its sole and absolute discretion which, as far as practicable, in the determination of the Calculation Agent is substantially similar in economic terms to the relevant Reference Obligation of the Reference Entity to which the Succession Event relates;

“Industry Requirement” means an entity that is in the same industry group specified by Moody’s Investor Service, Inc. or any successor to the rating business thereof or Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc. or any successor to the rating business thereof as the Reference Entity to which the relevant Succession Event relates, as determined by the Calculation Agent in its sole and absolute discretion;

“Spread” means the bid-side quotation obtained by the Calculation Agent from such leading dealer in the credit default swap market selected by the Calculation Agent in its sole and absolute discretion for a credit default swap in respect of the relevant entity with a credit protection period commencing on the date determined by the Calculation Agent to be the date of the relevant Succession Event and ending on the Scheduled Maturity Date and with the Reference Obligation(s) specified in the applicable Final Terms; and

“Spread Requirement” means an entity that, as at the date of selection, has a Spread not greater than the product of (a) the Spread Requirement Percentage specified in the applicable Final Terms and (b) the Spread of the Reference Entity to which the relevant Succession Event relates, immediately prior to the relevant Succession Event as determined by the Calculation Agent in its sole and absolute discretion.”.

(25) *EM Pass-Through Securities*

If EM Pass-Through Securities is specified as applicable in the applicable Final Terms, the following shall apply:

(a) *Redemption pursuant to § 5(1)*

Subject as provided in paragraph (g) below, the Redemption Amount in respect of each principal amount of Securities equal to the Calculation Amount shall be an amount in the Specified Currency (rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) calculated by the Calculation Agent equal to such Securities’ *pro rata* share of the Converted Face Realisation Amount.

The amount (if any) of the Redemption Amount which is above the Issue Price is payable (x) as consideration for the use of the Issue Price by the Issuer, (y) as compensation for and in recognition that in certain circumstances no Interest Amount may be payable and (z) as compensation for and in recognition that in certain circumstances the aggregate amounts payable on redemption of the Securities may be less than the Issue Price and in certain circumstances may be zero.

(b) *Redemption pursuant to § 5 [in the case of Option I the following applies: [(6)]] [in the case of Option II and Option V the following applies: [(7)]] or § [in the case of Option*

I and Option II the following applies: [9]][in the case of Option V the following applies:[12]]

Subject as provided in paragraph (g) below, the Early Redemption Amount in respect of each principal amount of Securities equal to the Calculation Amount shall be an amount in the Specified Currency (rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) calculated by the Calculation Agent equal to such Securities' *pro rata* share of (a) the Face Amount, converted into the Specified Currency at the Fixing Rate on the relevant Fixing Date less (b) Early Redemption Unwind Costs.

(c) *Redemption pursuant to § 6(2)*

Subject as provided in paragraph (g) below, the Credit Event Redemption Amount in respect of each principal amount of Securities equal to the Calculation Amount shall be an amount in the Specified Currency (rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) calculated by the Calculation Agent equal to such Securities' *pro rata* share of (a) the Final Price, converted into the Specified Currency at the Fixing Rate on the relevant Fixing Date less (b) Unwind Costs.

(d) *Interest*

(i) Notwithstanding the provisions of § 3, each Security bears interest and pays the Interest Amount on the relevant Interest Payment Date (if any), in each case as provided in this § 6(25), and § 3 shall be construed accordingly. In the event of any conflict between this § 6(25) and § 3, this §6 (25) shall prevail.

(ii) § 5[(6)]/[(7)] shall be amended by the deletion of the words "together (if applicable) with interest accrued to (but excluding) the date of redemption" therein.

(iii) § [9]/[12] shall be amended by the deletion of the words "together with interest accrued to the date of repayment" therein.

(iv) In the event that the Securities are redeemed pursuant to § 5[(6)]/[(7)], § 6(2) or § [9]/[12], no interest will be payable in respect of which the relevant Interest Payment Date has not occurred on or prior to the date fixed for such redemption, Provided That if the date fixed for such redemption falls prior to the first Interest Payment Date, no interest shall be payable in respect of the Securities.

(v) if:

(x) § 6(4) or § 6(5) applies in respect of the Securities and, in the case of § 6(4), a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date or, in the case of § 6(5) a Failure to Pay has not occurred on or prior to the Grace Period Extension Date, as the case may be; and/or

(y) § 6(6) applies in respect of the Securities and the Scheduled Maturity Date, the Grace Period Extension Date or the Repudiation/Moratorium Evaluation Date, as the case may be, is postponed as provided therein,

then interest will payable as provided in § 6(4), § 6(5) or § 6(6), as the case may be.

(e) *Adjustments on Cancellation*

The terms of the Securities are stated on the basis of the Aggregate Principal Amount of the Series. Where pursuant to § [in the case of Option I and Option II the following applies: [11(2)]] [in the case of Option V the following applies: [14(2)]] some but not all of the Securities are cancelled, the Calculation Agent may adjust such of these Terms and Conditions and/or the applicable Final Terms, as it determines to be appropriate acting in good faith and in a commercially reasonable manner, to preserve for the Securityholders the economic equivalent of the payment obligations of the Issuer in respect of the Securities after the cancellation of such Securities.

Upon the Calculation Agent making such adjustment(s), the Issuer shall give notice as soon as practicable to the Securityholders in accordance with § [12]/[15] stating the relevant adjustments.

(f) *The Holding*

The Securities are linked to a holding (the "**Holding**") of Reference Obligations that as of the Issue Date of the first Tranche of the Securities had a face amount equal to the Face Amount.

(g) *Inconvertibility Event and Non-Transferability Event*

Subject to the following paragraph, if on any date on which a Fixing Rate is required to be determined under the Securities the Calculation Agent determines that an Inconvertibility Event has occurred and is subsisting it shall give notice (an "**Inconvertibility Event Notice**") to the Securityholders in accordance with § [12]/[15] and, in lieu of paying the relevant Specified Currency amount to be calculated using such Fixing Rate on the due date for payment thereof, the Issuer shall pay the relevant unconverted amount in the Domestic Currency (each a "**Domestic Currency Amount**") two Business Days after receipt by the Calculation Agent of the relevant Domestic Currency Amount Notice. In order to receive a Domestic Currency Amount, each Securityholder must deliver to the Calculation Agent in accordance with paragraph (h) below a notice (a "**Domestic Currency Amount Notice**") specifying details of an account into which, in the determination of the Calculation Agent, the relevant Domestic Currency Amount may be paid.

In the event that the Calculation Agent determines that it is unlawful, impossible or otherwise impracticable to make payment of any Domestic Currency Amount (other than as a result of the failure to deliver a Domestic Currency Amount Notice) on the due date for payment thereof (a "**Non-Transferability Event**"), the Issuer shall notify the Securityholders in accordance with § [12]/[15] that such due date for payment has been postponed until the first date on which in the opinion of the Calculation Agent the relevant Non-Transferability Event is no longer subsisting and the Issuer shall pay an additional interest equal to the interest (if any) earned by the Issuer on the deposit of the relevant Domestic Currency Amount in the period from (and including) the originally scheduled due date for payment to (but excluding) such postponed date of payment.

(h) *Calculation Agent*

§ 6(15) (*Calculation Agent*) shall not apply.

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to the Securities shall (in the absence of manifest error) be final and binding on the Issuer and the Securityholders. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. In performing its duties pursuant to the Securities, the Calculation Agent shall act in good faith and in a commercially reasonable manner. Any delay,

deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Securities including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and neither the Calculation Agent nor the Issuer shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

Any Domestic Currency Amount Notice from a Securityholder to the Calculation Agent will be validly given if delivered in writing to the Calculation Agent at Winchester House, 1 Great Winchester Street, London EC2N 2DB, attention Treasury Desk London. Any such notice shall be deemed to have been given on the day when delivered or if delivered after 5.00 p.m. (London time) on any day or on any day on which commercial banks were not open for business in London, the first day thereafter on which commercial banks are open for business in London. The relevant Securityholder must provide satisfactory evidence to the Calculation Agent of its holding of the relevant Securities.

(i) *Interpretation and Definitions*

In the event of any inconsistency between this §6(25) and any other provision of §6, the provisions of this §6(25) will prevail.

"Business Day" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London, New York City, Singapore and each Additional Credit Business Centre (if any) specified in the applicable Final Terms.

"Converted Face Realisation Amount" means the Face Realisation Amount, converted into the Specified Currency at the Fixing Rate on the relevant Fixing Date.

"Distribution Amount" means in respect of a Distribution Date, the amount of interest and/or coupon amount, as applicable, which would be received by a Holding Party in respect of the Holding on such Distribution Date, as determined by the Calculation Agent and for the avoidance of doubt as would be reduced by deductions for withholding taxes as applicable.

"Distribution Date" means each date on which any amount comprising interest and/or coupon amount (howsoever described) would be received by a Holding Party in respect of the Holding in the period from (and including) the Issue Date of the first Tranche of the Securities to (and including) the Maturity Date or, if earlier, the Credit Event Determination Date, as determined by the Calculation Agent.

"Domestic Currency" means the currency in which the Aggregate Principal Amount is denominated.

"Early Redemption Date" means, in respect of a redemption pursuant to § 5[(6)]/[(7)] or § [9]/[12], the date fixed for such redemption.

"Early Redemption Unwind Costs" means an amount determined by the Calculation Agent equal to the sum of (without duplication) all costs, expenses (including, without limitation, loss of funding), tax and duties incurred by the Issuer in connection with the redemption of the Securities and the related termination, settlement or re-establishment of any hedge or related trading position.

"Face Amount" means an amount in the Domestic Currency calculated by the Calculation Agent equal to the Aggregate Principal Amount of the Series.

"Face Realisation Amount" means an amount in the Domestic Currency equal to the amount (excluding any interest and/or coupon amount (howsoever described)) which

would be received by a Holding Party in respect of the Holding on the final redemption of the Holding at maturity, as determined by the Calculation Agent and for the avoidance of doubt as would be reduced by deductions for withholding taxes as applicable.

"Final Price" means an amount in the Domestic Currency calculated by the Calculation Agent equal to the highest firm bid price obtained by the Calculation Agent from the Reference Dealers for the delivery onshore of the Holding on the Valuation Date, Provided That if no firm bid price is obtained, the Final Price shall be calculated by the Calculation Agent and may in certain circumstances be zero.

The Calculation Agent shall attempt to obtain firm bid prices as aforesaid from four Reference Dealers.

"Fixing Date" means:

- (a) in respect of a redemption pursuant to § 5(1), the second Business Day immediately preceding the Maturity Date;
- (b) in respect of a redemption pursuant to § 5[(6)]/[(7)] or § [9]/[12], the relevant Early Redemption Date or, if such date is not a Business Day, the immediately preceding Business Day;
- (c) in respect of a redemption pursuant to § 6(2), the second Business Day immediately succeeding the Valuation Date; or
- (d) for the purposes of calculating an Interest Amount, the second Business Day immediately preceding the relevant Interest Payment Date.

"Fixing Rate" means, in respect of a Fixing Date, the rate of exchange, expressed as the amount of the Domestic Currency for which one unit of the Specified Currency may be exchanged, prevailing at the Fixing Rate Time on such Fixing Date, as determined by the Calculation Agent by reference to the FX Price Source, or if no FX Price Source is specified in the applicable Final Terms or such rate does not so appear on the FX Price Source, as determined by the Calculation Agent.

"Fixing Rate Time" is as specified in the applicable Final Terms.

"FX Price Source" is as specified in the applicable Final Terms.

"Hard Currency" means any of the lawful currencies of Canada, Japan, the United Kingdom and the United States of America and the Euro (and any successor currency to any such currency).

"Holding Party" means a hypothetical broker/dealer which is deemed to be (as determined by the Calculation Agent in the context of the relevant situation) domiciled and subject to taxation, securities law and regulations in Germany and/or any jurisdiction where Deutsche Bank, AG and/or any of its Affiliates would, in the determination of the Calculation Agent, be able to hold the Holding and which is deemed to notionally hold the Holding throughout the life of the Securities.

"Inconvertibility Event" means any action, event or circumstance whatsoever which from a legal or practical perspective during the term of the Securities:

- (a) in the determination of the Calculation Agent would, or would be likely to have, the direct or indirect effect of hindering, limiting, restricting or increasing the cost of the conversion of Domestic Currency into any Hard Currency or any Hard Currency into Domestic Currency, or the transfer of any Hard Currency from the Reference Entity to any other country (including, without limitation, by way of any

delay, increased costs, taxes, discriminatory rates of exchange or current or future restrictions on repatriation of Domestic Currency into any Hard Currency); and/or

- (b) results in the unavailability of any Hard Currency in the interbank foreign exchange market located in the Reference Entity in accordance with normal commercial practice.

"Interest Amount" means, in respect of each principal amount of Securities equal to the Calculation Amount and an Interest Payment Date and subject as provided in paragraph (g) above, an amount in the Specified Currency (rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) calculated by the Calculation Agent equal to such Securities' *pro rata* share of the Distribution Amount(s) in respect of the Distribution Date(s) related to such Interest Payment Date, converted into the Specified Currency at the Fixing Rate on the relevant Fixing Date.

"Interest Payment Date" means:

- (a) in respect of each Distribution Date falling in the period from (and including) the Issue Date of the first Tranche of the Securities to (and including) the second Business Day immediately preceding the earlier of the Maturity Date, the Early Redemption Date or the Credit Event Determination Date, as applicable, the day falling two Business Days following such Distribution Date; and
- (b) in respect of each Distribution Date falling after the second Business Day immediately preceding the earlier of the Maturity Date, the Early Redemption Date or the Credit Event Determination Date, as applicable, the Maturity Date, the Early Redemption Date, or the Credit Event Determination Date.

"Reference Dealer" means a leading dealer, bank or banking corporation which deals in obligations of the type of the Reference Obligation, as selected by the Calculation Agent.

"Reference Entity" means the entity or entities specified as such in the applicable Final Terms. Any Successor to a Reference Entity identified pursuant to the definition of "Successor" below shall be the Reference Entity for the purposes of the relevant Series.

"Successor" means any direct or indirect successor(s) to the Reference Entity provided that such successor(s) assume(s) the Reference Obligations.

"Unwind Costs" means an amount determined by the Calculation Agent equal to the sum of (without duplication) all costs, expenses (including, without limitation, loss of funding), tax and duties incurred by the Issuer in connection with the redemption of the Securities and the related termination, settlement or re-establishment of any hedge or related trading position.

"Valuation Date" means a date falling no more than 120 Business Days following the Credit Event Determination Date, as selected by the Calculation Agent.

(26) *Zero Recovery Portfolio Securities*

If Zero Recovery Portfolio Securities is specified as applicable in the applicable Final Terms, the following shall apply:

- (a) *Redemption pursuant to § 5(1)*

The Redemption Amount in respect of each principal amount of Securities equal to the Calculation Amount shall be an amount in the Specified Currency equal to the Outstanding Principal Amount as of the Maturity Date.

For the avoidance of doubt, if the Outstanding Principal Amount as of the Maturity Date is zero, no amounts will be payable on the Maturity Date.

- (b) *Redemption pursuant to §5[in the case of Option I the following applies: [(6)]]in the case of Option II and Option V the following applies: [(7)], §6(9) or §[in the case of Option I and Option II the following applies: [9]]in the case of Option V the following applies: [12]]*

The Early Redemption Amount in respect of each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount shall be an amount in the Specified Currency (rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) and which shall not be less than zero) calculated by the Calculation Agent in its sole and absolute discretion equal to the Outstanding Principal Amount as of the due date for redemption less Early Redemption Unwind Costs.

- (c) *Outstanding Principal Amount Reduction*

§ 6(1) (*Auction Settlement*) shall be deleted in its entirety and replaced with the following:

"(1) *Outstanding Principal Amount Reduction*

If Conditions to Settlement are satisfied during the Notice Delivery Period (such date of satisfaction, the "**Credit Event Determination Date**"), the Calculation Agent will reduce the Outstanding Principal Amount by an amount equal to the sum of the Credit Event Reduction Amounts (as defined in § 6(25) below) in respect of each Reference Entity with respect to which Conditions to Settlement are satisfied on such Credit Event Determination Date, provided that if the relevant Conditions to Settlement are subsequently deemed not to have been satisfied in accordance with the definition thereof in § 6(10), the Credit Event Determination Date previously determined shall be deemed not to have occurred and the reduction of the Outstanding Principal Amount shall be reversed and the Securities shall continue in accordance with their terms as if the relevant Conditions to Settlement had not been satisfied, subject to such adjustments as the Calculation Agent determines appropriate in its sole and absolute discretion to reflect the retrospective effect of this provision (including, without limitation, adjusting the amount due and/or the due date for payment of any amount payable under the Securities).

As soon as practicable after a Credit Event Determination Date the Issuer will notify the Securityholders of the occurrence of a Credit Event in accordance with § [12]/[15]. The Issuer will also give notice to the Securityholders in accordance with § [12]/[15] if the relevant Conditions to Settlement are deemed not to have been satisfied as soon as practicable thereafter.

If on the relevant Credit Event Determination Date the Outstanding Principal Amount is equal to zero, the Issuer's obligations in respect of the Securities will be immediately discharged and the Issuer will have no further liability in respect thereof. The Issuer will notify the Securityholders of this as soon as practicable thereafter in accordance with § [12]/[15].

For the avoidance of doubt any failure by the Issuer to provide a notice pursuant to this § 6(1) will not constitute an Event of Default under the Securities and will not affect the validity of any of the above provisions.

If Conditions to Settlement are satisfied the Securities will not be redeemed on the Credit Event Redemption Date by payment of the Credit Event Redemption Amount and instead the Outstanding Principal Amount will be reduced in accordance with this § 6(1), proportionately to the weighting of the relevant Reference Entity in the portfolio, and no amounts will be payable to Securityholders in this respect. In the event that the Outstanding Principal Amount is reduced to zero the Issuer's obligations in respect of the Securities will be discharged and the Issuer will have no further liability in respect thereof."

(d) *Multiple Conditions to Settlement*

Conditions to Settlement may be satisfied more than once except that, subject as provided in § 6(11) and the definitions of Credit Event Notice and Conditions to Settlement in § 6(10), a Credit Event Notice (if applicable) may only be delivered on one occasion and Conditions to Settlement may be satisfied once only, with respect to any Reference Entity (unless subsequent to the satisfaction of Conditions to Settlement with respect to any Reference Entity, that Reference Entity becomes the Successor to one or more other Reference Entities in respect of which a Credit Event Determination Date has not occurred, in which case Conditions to Settlement may be satisfied again).

(e) *Accrual of Interest*

In the case of interest-bearing Securities:

- (i) § 5[(6)]/[(7)] shall be amended by the deletion of the words "together (if applicable) with interest accrued to (but excluding) the date of redemption" therein.
- (ii) § [9]/[12] shall be amended by the deletion of the words "together with interest accrued to the date of repayment" therein.
- (iii) In the event that the Securities are redeemed pursuant to § 5[(6)]/[(7)], § 6(9) or § [9]/[12], no interest will be payable in respect of the Securities in respect of which the relevant Interest Payment Date has not occurred on or prior to the date fixed for such redemption, Provided That if the date fixed for such redemption falls prior to the first Interest Payment Date, no interest shall be payable in respect of the Securities

For the avoidance of doubt, in the event that the Securities are redeemed at a time when the Outstanding Principal Amount is equal to zero, no interest will be payable in respect of the Securities.

(f) *Interpretation and Definitions*

In the event of any inconsistency between this §6(26) and any other provision of §6, the provisions of this §6(26) will prevail.

"Credit Event Reduction Amount" means, in respect of a Reference Entity, an amount in the Specified Currency rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) calculated by the Calculation Agent in its sole and absolute discretion equal to the product of (a) the Calculation Amount and (b) the Weighting in respect of such Reference Entity.

"Interest Amount" means, in respect of each principal amount of Securities equal to the Calculation Amount and an Interest Period, an amount in the Specified Currency rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) calculated by the Calculation Agent in its sole and absolute discretion equal to the product of (a) the Outstanding Principal Amount as of the last day of such Interest Period (b) the Rate of Interest and (c) the Day Count Fraction in respect of such Interest Period.

"Interest Payment Date" means, subject as provided in §3[(3)]/[(9)], § 6(4), § 6(5) and § 6(6), as applicable, each date specified as such in the applicable Final Terms.

"Outstanding Principal Amount" means the Calculation Amount, subject to reduction in accordance with § 6(1).

"Weighting" means, with respect to a Reference Entity and subject as provided in the definition of "Successor" above, (a) the Weighting Percentage or, if prior to the satisfaction of Conditions to Settlement with respect to such Reference Entity, such Reference Entity becomes a Successor to another Reference Entity, (b) the product of (i) the Weighting Percentage and (ii) the number of Reference Entities in respect of which such Reference Entity is a Successor.

(f) *Credit Event Notice after Restructuring Credit Event*

§ 6(11) shall be deleted and the following substituted therefor:

“(11) Credit Event Notice after Restructuring Credit Event

If § 6(11) is specified as applicable in the applicable Final Terms, then, notwithstanding anything to the contrary in these Terms and Conditions, upon the occurrence of a Restructuring Credit Event during the Notice Delivery Period:

- (a) the Calculation Agent may deliver a Credit Event Notice in respect of an amount (the **"Partial Credit Event Reduction Amount"**) that is less than the Credit Event Reduction Amount in respect of the Reference Entity that was the subject of the Restructuring Credit Event immediately prior to the delivery of such Credit Event Notice. In such circumstances the provisions of § 6 shall be deemed to apply to the Partial Credit Event Reduction Amount only.
- (b) For the avoidance of doubt (i) the Outstanding Principal Amount in respect of each principal amount of Securities equal to the Calculation Amount shall only be reduced by the Partial Credit Event Reduction Amount and interest shall accrue on that Outstanding Principal Amount as provided in herein (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate), (ii) the previous Credit Event Reduction Amount in respect of the Reference Entity that was the subject of the Restructuring Credit Event shall be reduced by the Partial Credit Event Reduction Amount and § 6 and related provisions shall apply to that reduced Credit Event Reduction Amount in the event that subsequent Credit Event Notices are delivered in respect of that Reference Entity and (iii) once a Credit Event Notice with respect to a Restructuring Credit Event has been delivered in respect of a Reference Entity, no further Credit Event Notices may be delivered in respect of any Reference Entity other than the Reference Entity that was the subject of the Restructuring Credit Event.”.

(27) *Recovery Portfolio Securities*

If Recovery Portfolio Securities is specified as applicable in the applicable Final Terms, the following shall apply:

(a) *Redemption pursuant to § 5(1)*

The Redemption Amount in respect of each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount shall be an amount in the Specified Currency equal to the Outstanding Principal Amount as of the Maturity Date.

For the avoidance of doubt, if the Outstanding Principal Amount as of the Maturity Date is zero, no amounts will be payable on the Maturity Date.

(b) *Redemption pursuant to §5[in the case of Option I the following applies: [(6)]] [in the case of Option II and Option V the following applies: [(7)]]], § 6(9) or §[in the case of Option I and Option II the following applies: [9]] [in the case of Option V the following applies: [12]]*

The Early Redemption Amount in respect of each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount shall be an amount in the Specified Currency (rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) and which shall not be less than zero) calculated by the Calculation Agent in its sole and absolute discretion equal to the Outstanding Principal Amount as of the due date for redemption less Early Redemption Unwind Costs.

(c) *Auction Settlement*

If Auction Settlement is specified in the applicable Final Terms, Condition § 6(1) (*Auction Settlement*) shall be amended by the deletion of the words "redeem all but not some only of the Securities, each principal amount of Securities equal to the Calculation Amount being redeemed by the Issuer at the Credit Event Redemption Amount on the Credit Event Redemption Date," therein and the substitution of the following therefor:

":

- (a) if immediately following the relevant Credit Event Determination Date the Outstanding Principal Amount is greater than zero, redeem each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount in part, by payment of the Credit Event Redemption Amount(s) on the Credit Event Redemption Date; or
- (b) if immediately following the relevant Credit Event Determination Date the Outstanding Principal Amount is equal to zero, redeem each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount in whole, by payment of the Credit Event Redemption Amount(s) on the Credit Event Redemption Date,".

(d) *Cash Settlement*

If Cash Settlement is specified in the applicable Final Terms or if § 6(1)(A) applies, § 6(2) (*Cash Settlement*) shall be amended by the deletion of the words "redeem all but not some only of the Securities, each principal amount of Securities equal to the Calculation Amount being redeemed by the Issuer at the Credit Event Redemption Amount on the Credit Event Redemption Date" therein and the substitution of the following therefor:

":

- (a) if immediately following the relevant Credit Event Determination Date the Outstanding Principal Amount is greater than zero, redeem each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount in part, by payment of the Credit Event Redemption Amount(s) on the Credit Event Redemption Date; or
- (b) if immediately following the relevant Credit Event Determination Date the Outstanding Principal Amount is equal to zero, redeem each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount in whole, by payment of the Credit Event Redemption Amount(s) on the Credit Event Redemption Date,".

(e) *Credit Event Redemption Amount*

Each Credit Event Redemption Amount (if any) and the related Final Price or Auction Final Price, as applicable, shall be calculated in accordance with § 6(10) (*Applicable Definitions*) or that published, as applicable, in respect of the relevant Reference Entity in respect of which Conditions to Settlement have been satisfied.

(f) *Outstanding Principal Amount Reduction*

If a Credit Event Determination Date occurs the Calculation Agent shall on the relevant Credit Event Determination Date reduce the Outstanding Principal Amount by an amount equal to the sum of the Credit Event Reduction Amounts in respect of each Reference Entity with respect to which Conditions to Settlement are satisfied on such date.

(g) *Multiple Conditions to Settlement*

Conditions to Settlement may be satisfied more than once except that, subject as provided in § 6(11) and the definitions of Credit Event Notice and Conditions to Settlement in § 6(10), a Credit Event Notice (if applicable) may only be delivered on one occasion and Conditions to Settlement may be satisfied once only, with respect to any Reference Entity (unless subsequent to the satisfaction of Conditions to Settlement with respect to any Reference Entity, that Reference Entity becomes the Successor to one or more other Reference Entities in respect of which a Credit Event Determination Date has not occurred, in which case Conditions to Settlement may be satisfied again).

(h) *Accrual of Interest*

In the case of interest-bearing Securities:

- (i) § 5[(6)]/[(7)] shall be amended by the deletion of the words "together (if applicable) with interest accrued to (but excluding) the date of redemption" therein.
- (ii) § [9]/[12] shall be amended by the deletion of the words "together with interest accrued to the date of repayment" therein.
- (iii) In the event that the Securities are redeemed pursuant to § 5[(6)]/[(7)], § 6(9) or § [9]/[12], no interest will be payable in respect of the Securities in respect of which the relevant Interest Payment Date has not occurred on or prior to the date fixed for such redemption, Provided That if the date fixed for such redemption falls prior to the first Interest Payment Date, no interest shall be payable in respect of the Securities.

For the avoidance of doubt, in the event that the Securities are redeemed at a time when the Outstanding Principal Amount is equal to zero, no interest will be payable in respect of the Securities.

(i) *Interpretation*

Each reference in the Terms and Conditions of the Securities to "each principal amount of Securities equal to the Calculation Amount" shall be deemed to be to "each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount".

In the event of any inconsistency between this §6(27) and any other provision of §6, the provisions of this §6(27) will prevail.

(j) *Definitions*

"Credit Event Redemption Amount" means an amount calculated by the Calculation Agent equal to:

$$(A \times B) - C$$

where:

"A" is the Credit Event Reduction Amount in respect of the relevant Reference Entity;

"B" is the Final Price or, if Auction Settlement is specified in the applicable Final Terms and § 6(1)(A) does not apply, the Auction Final Price; and

"C" is (i) if "Unwind Costs" is specified as applicable in the applicable Final Terms, Unwind Costs or (ii) if "Unwind Costs" is specified as not applicable in the applicable Final Terms, zero,

provided that in no event shall the Credit Event Redemption Amount be less than zero.

"Credit Event Reduction Amount" means, in respect of a Reference Entity, an amount in the Specified Currency rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) calculated by the Calculation Agent in its sole and absolute discretion equal to the product of (a) the Calculation Amount and (b) the Weighting in respect of such Reference Entity.

"Interest Amount" means, in respect of each principal amount of Securities equal to the Calculation Amount and an Interest Period, an amount in the Specified Currency rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) calculated by the Calculation Agent in its sole and absolute discretion equal to the product of (a) the Outstanding Principal Amount as of the last day of such Interest Period (b) the Rate of Interest and (c) the Day Count Fraction in respect of such Interest Period.

"Interest Payment Date" means, subject as provided in §3[(3)]/[(9)], § 6(4), § 6(5) and § 6(6), as applicable, each date specified as such in the applicable Final Terms.

"Outstanding Principal Amount" means the Calculation Amount, subject to reduction in accordance with paragraph (f) above.

"Unwind Costs" means an amount (which may be positive, negative or zero) determined by the Calculation Agent equal to the sum of (without duplication):

- (a) the sum of (without duplication) all costs, expenses (including loss of funding), tax and duties incurred by the Issuer (as applicable zero or expressed as a positive amount); and
- (b) any gains realised by the Issuer (as applicable zero or expressed as a negative amount),

in either case in connection with the redemption of the Securities (whether in whole or in part) and the related termination, settlement or re-establishment of any hedge or related trading position, such amount to be apportioned *pro rata* amongst each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount.

"Quotation Amount" means the Credit Event Reduction Amount in respect of the relevant Reference Entity (or its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained).

"Valuation Date" means any Business Day selected by the Calculation Agent in its sole and absolute discretion falling within the period from (but excluding) (a) if Cash Settlement is the applicable Settlement Method, the Credit Event Determination Date or (b) if Cash Settlement is the applicable Fallback Method, (i) if § 6(1)(x) applies, the earlier to occur of the Calculation Agent No Auction Determination Date, the No Auction Announcement Date or the Auction Cut-Off Date or (ii) if § 6(1)(y) applies, the Credit Event Determination Date, in any such case to (and including) the 140th Business Day following such date.

"Weighting" means, with respect to a Reference Entity and subject as provided in the definition of "Successor" above, (a) the Weighting Percentage or, if prior to the satisfaction of Conditions to Settlement with respect to such Reference Entity, such Reference Entity becomes a Successor to another Reference Entity, (b) the product of (i) the Weighting Percentage and (ii) the number of Reference Entities in respect of which such Reference Entity is a Successor.

- (k) *Credit Event Notice after Restructuring Credit Event*

§ 6(11) shall be deleted and the following substituted therefor:

"(11) Credit Event Notice after Restructuring Credit Event"

If § 6(11) is specified as applicable in the applicable Final Terms, then, notwithstanding anything to the contrary in these Terms and Conditions, upon the occurrence of a Restructuring Credit Event during the Notice Delivery Period:

- (a) the Calculation Agent may deliver a Credit Event Notice in respect of an amount (the **"Partial Credit Event Reduction Amount"**) that is less than the Credit Event Reduction Amount in respect of the Reference Entity that was the subject of the Restructuring Credit Event immediately prior to the delivery of such Credit Event Notice. In such circumstances the provisions of § 6 shall be deemed to apply to the Partial Credit Event Reduction Amount only.
- (b) For the avoidance of doubt (i) the Outstanding Principal Amount in respect of each principal amount of Securities equal to the Calculation Amount shall only be reduced by the Partial Credit Event Reduction Amount and interest shall accrue on that Outstanding Principal Amount as provided in herein (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate), (ii) the previous Credit Event Reduction Amount in respect of the Reference Entity that was the subject of the Restructuring Credit Event shall be reduced by the Partial Credit Event Reduction Amount and § 6 and related

provisions shall apply to that reduced Credit Event Reduction Amount in the event that subsequent Credit Event Notices are delivered in respect of that Reference Entity and (iii) once a Credit Event Notice with respect to a Restructuring Credit Event has been delivered in respect of a Reference Entity, no further Credit Event Notices may be delivered in respect of any Reference Entity other than the Reference Entity that was the subject of the Restructuring Credit Event.”.

(28) *Zero Recovery Single Name Securities*

If Zero Recovery Single Name Securities is specified as applicable in the applicable Final Terms, § 6(1) (*Auction Settlement*) shall be deleted in its entirety and replaced with the following:

"(1) Cancellation of Credit Linked Securities

If Conditions to Settlement are satisfied during the Notice Delivery Period (such date of satisfaction, the “**Credit Event Determination Date**”), the Securities will be cancelled forthwith and the Issuer's obligations in respect of the Securities will be immediately discharged and the Issuer will have no further liability in respect thereof.

If Conditions to Settlement are satisfied and the Securities are cancelled forthwith in accordance with this § 6(1) no amounts will be payable to Securityholders in this respect and the Issuer's obligations in respect of the Securities will be discharged and the Issuer will have no further liability in respect thereof."

CREDIT LINKED NOTES ANNEX B

As set out in the Introduction to the Terms and Conditions, the Terms and Conditions as will be completed by the Final Terms (or as amended by the Pricing Supplement, in the case of Exempt Securities) are comprised of five options. This Credit Linked Notes Annex B furthermore amends the Terms and Conditions and may only apply where Option I, Option II or Option V is specified as applicable in the applicable Final Terms.

If “Provisions for Credit Linked Securities” and “Credit Linked Notes Annex B” are specified as applicable in the applicable Final Terms the following provisions shall apply:

1. **Where the Securities are interest bearing Securities § 3([in the case of Option I the following applies: [3]][in the case of Option II the following applies: [9]] [in the case of Option V the following applies: [for Fixed Rate Securities and Securities with an Interest Switch the following applies: [3]] [for Securities other than Fixed Rate Securities and without an Interest Switch the following applies: [9]]]) of the Terms and Conditions will be deleted and replaced by the following new § 3([3]/[9]):**

“Accrual of Interest. Unless EM Pass-Through Securities is specified as applicable in the applicable Final Terms in which case § 3([3]/[9]) shall not apply, each Security shall cease to bear interest from the expiry of the day preceding the day on which it is due for redemption, unless payment of principal and/or delivery of all assets deliverable is improperly withheld or refused. If the Issuer shall fail to redeem each Security when due, interest shall continue to accrue on the outstanding principal amount of such Security or, if Zero Recovery Portfolio Securities or Recovery Portfolio Securities is specified as applicable in the applicable Final Terms, on the Outstanding Principal Amount as of the day preceding the due date for redemption from (and including) the due date for redemption until (but excluding) the earlier of (i) the date on which all amounts due in respect of such Security have been paid and/or all assets deliverable in respect of such Security have been delivered, and (ii) five days after the date on which the full amount of the moneys payable in respect of such Security has been received by the Fiscal Agent and/or all assets in respect of such Security have been received by an agent appointed by the Issuer to deliver such assets to Securityholders and notice to that effect has been given to the Securityholders in accordance with § [in the case of Option I and Option II the following applies: [12]][in the case of Option V the following applies: [15]] at the Rate of Interest applicable in respect of the last occurring Interest Period, provided that:

- (a)
 - (i) if “Accrual of Interest upon Credit Event” is specified as applicable in the applicable Final Terms, each Security shall cease to bear interest from the Credit Event Determination Date; or
 - (ii) if “Accrual of Interest upon Credit Event” is specified as not applicable in the applicable Final Terms, subject as provided in paragraph (b) below and notwithstanding anything to the contrary in the Conditions, no interest will be payable in respect of the Securities in respect of which the relevant Interest Payment Date has not occurred on or prior to the Credit Event Determination Date or, if Zero Recovery Portfolio Securities or Recovery Portfolio Securities is specified as applicable in the applicable Final Terms, the last occurring Credit Event Determination Date, Provided That if the Credit Event Determination Date or, as applicable, last occurring Credit Event Determination Date falls prior to the first Interest Payment Date, no interest shall be payable in respect of the Securities;
- (b) subject to the provisions of § 6(4), § 6(5) or § 6(6), if DC Determinations is specified in the applicable Final Terms and a Credit Event Resolution Request Date occurs during an Interest Period but a Credit Event Determination Date has not occurred on or prior to the Interest Payment Date in respect of such Interest Period (unless on or prior to such Interest Payment Date (w) a DC No Credit Event Announcement occurs with respect thereto, (x) a DC Credit Event Question Dismissal occurs with respect thereto, (y) the

requisite number of Convened DC Voting Members (as defined in the DC Rules) have not agreed to deliberate the issue within the requisite time period or (z) the request the subject of the Credit Event Resolution Request Date has been withdrawn in accordance with the DC Rules prior to the first meeting at which deliberations are held with respect to such request), no interest will be payable in respect of the Securities on that Interest Payment Date, notwithstanding that a Credit Event Determination Date has not then occurred. If a Credit Event Determination Date has not occurred on or prior to the Interest Payment Date in respect of the next Interest Period, the interest that would otherwise have been payable on the Interest Payment Date for the earlier Interest Period will be payable on the Interest Payment Date for that next Interest Period and interest will continue to be payable as provided herein thereafter. No further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; and

- (c) if:
- (x) § 6(4) or § 6(5) applies in respect of the Securities and, in the case of § 6(4), a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date or, in the case of § 6(5) a Failure to Pay has not occurred on or prior to the Grace Period Extension Date, as the case may be; and/or
 - (y) § 6(6) applies in respect of the Securities and the Scheduled Maturity Date, the Grace Period Extension Date or the Repudiation/Moratorium Evaluation Date, as the case may be, is postponed as provided therein,

then interest will accrue as provided in § 6(4), § 6(5) or § 6(6), as the case may be.

If EM Pass-Through Securities is specified as applicable in the applicable Final Terms, the provisions of § 6(17) below will apply.”

2. If the Securities are Instalment Securities, § 4(1) of the Terms and Conditions will be amended by the deletion and replacement of the second and third paragraphs thereof by the following new paragraphs:

Payment of principal other than payments of instalments of principal in respect of Definitive Securities shall be made, subject to paragraph (2), against presentation and (except in the case of partial payment where the Security shall be endorsed) surrender of the relevant Definitive Security to the Fiscal Agent or to any other Paying Agent outside the United States.

Payment of Instalments of Principal. Payments of instalments of principal in respect of Definitive Securities shall (subject as provided below) be made, subject to paragraph (2), against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with paragraph (2). Each Receipt must be presented for payment of the relevant instalment together with the Security to which it appertains. Receipts presented without the Security to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any Security becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

3. § 4(6) will be deleted and replaced by the following new § 4(6):

“References to Principal and Interest. References in these Conditions to principal in respect of the Securities shall be deemed to include, as applicable: the Redemption Amount; the Credit Event Redemption Amount; the Early Redemption Amount; **[if redeemable at the option of Issuer for other than taxation reasons the following applies: the Call Redemption Amount;] [if redeemable at the option of the Securityholder the following applies: the Put Redemption Amount;] [if the Securities are subordinated and redemption at the Early Redemption**

Amount in the case of a regulatory event applies the following applies: the Early Redemption Amount] and any premium and any other amounts which may be payable under or in respect of the Securities. [Reference in these Conditions to interest in respect of the Securities shall be deemed to include any Additional Amounts which may be payable under § [in the case of Option I and Option II the following applies: [7]] [in the case of Option V the following applies: [10]].]"

4. **§ 5(1) of the Terms and Conditions will be deleted and replaced by the following new § 5(1):**

“CREDIT LINKED SECURITIES

- (1) (a) *Redemption at Maturity.* Unless previously redeemed or purchased and cancelled in accordance with these Conditions and subject as provided in § 6(1), § 6(2) and § 6(3) each principal amount of Securities equal to the Calculation Amount set out in the applicable Final Terms will be redeemed on the Maturity Date by payment of the Redemption Amount.
- (b) *Redemption in Instalments.* Where Redemption in Instalments is specified as applicable in the applicable Final Terms, unless previously redeemed or purchased and cancelled in accordance with these Conditions and subject as provided in § 6(1), § 6(2) and § 6(3) each principal amount of Securities equal to the Calculation Amount set out in the applicable Final Terms will be redeemed on the Instalment Dates at the Instalment Amounts set out in the applicable Final Terms.”

5. **[In the case of Option I and Option II the following applies: The following will be inserted as a new § 6 and the subsequent Conditions (including the original § 6) will be re-numbered accordingly][In the case of Option V the following applies: § 6 will be deleted and replaced by the following new § 6]:**

“PROVISIONS FOR CREDIT LINKED SECURITIES

Interpretation

Any references herein to an Auction, Convened DC Voting Members, Credit Derivatives Auction Settlement Terms, Credit Derivatives Determinations Committee, DC Resolution, DC Rules, DC Secretary Announcement or Resolution (in each case howsoever described) shall be deemed to be only to that which would be relevant or applicable under or in relation to credit derivatives transactions incorporating the 2014 Definitions.

In the case of Securities for which more than one Reference Entity is specified in the applicable Final Terms, all references to "the Reference Entity" herein shall be construed to refer to the Reference Entity in respect of which of the relevant determination falls to be made at any relevant time and all related provisions and determinations will be construed accordingly.

For the avoidance of doubt no Securities will be considered frustrated, or otherwise void or voidable (whether for mistake or otherwise) solely because:

- (a) any relevant Reference Entity does not exist on, or ceases to exist on or following, the Trade Date; and/or
- (b) Obligations, Deliverable Obligations or the Reference Obligation do not exist on, or cease to exist on or following, the Trade Date.
- (1) *Auction Settlement.*

If a Credit Event Determination Date occurs and Auction Settlement is specified in the applicable Final Terms, the Issuer shall give notice to the Securityholders in accordance with § [12]/[15] and redeem all but not some only of the Securities, each principal amount of Securities equal to the Calculation Amount being redeemed by the Issuer at the Credit Event Redemption Amount on the Credit Event Redemption Date, provided that if the relevant Credit Event Determination Date is subsequently deemed not to have occurred in accordance with the definition thereof in § 6(10), the redemption of the Securities shall be cancelled and the Securities shall continue in accordance with their terms as if the relevant Credit Event Determination Date had not occurred, subject to such adjustments as the Calculation Agent determines appropriate in its sole and absolute discretion to reflect the retrospective effect of this provision (including, without limitation, adjusting the due date for payment of any amount payable under the Securities). The Issuer shall give notice to the Securityholders in accordance with § [12]/[15] that the relevant Credit Event Determination Date is deemed not to have occurred as soon as practicable thereafter.

If:

- (x) unless settlement has occurred in accordance with the paragraph above, a Credit Event Determination Date occurs pursuant to sub-paragraph (a) of the definition thereof and on or prior to the Auction Cut-Off Date:
 - (i) the DC Secretary publicly announces, with respect to a Credit Event, that (a) no Credit Derivatives Auction Settlement Terms will be published in relation to obligations of appropriate seniority of the Reference Entity (b) the relevant Credit Derivatives Determinations Committee has Resolved that no Credit Derivatives Auction Settlement Terms will be published following a prior public announcement by the DC Secretary to the contrary (the date on which the DC Secretary first makes either such announcement, the “**No Auction Announcement Date**”);
 - (ii) no No Auction Announcement Date has occurred but the relevant Credit Derivatives Determinations Committee has not determined that one or more Auctions will be held in accordance with any Credit Derivatives Auction Settlement Terms in relation to obligations of appropriate seniority of the Reference Entity;
 - (iii) an Auction Cancellation Date occurs; or
 - (iv) the Calculation Agent determines that it is not reasonably likely that an Auction will be held in accordance with any Credit Derivatives Auction Settlement Terms in relation to obligations of appropriate seniority of the Reference Entity and gives notice of such to the Issuer (the date on which the Calculation Agent gives such notice, the “**Calculation Agent No Auction Determination Date**”); or
- (y) a Credit Event Determination Date occurs pursuant to sub-paragraph (b) of the definition thereof,

then:

- (A) if Cash Settlement is specified as the applicable Fallback Settlement Method in the applicable Final Terms, the Issuer shall redeem the Securities in accordance with § 6(2) below; or
- (B) if Physical Settlement is specified as the applicable Fallback Settlement Method in the applicable Final Terms, the Issuer shall redeem the Securities in accordance with § 6(3) below.

If a Credit Event Determination Date occurs and the Securities become redeemable in accordance with this § 6(1), upon payment of the Credit Event Redemption Amount in

respect of the Securities the Issuer shall have discharged its obligations in respect of the Securities and shall have no other liability or obligation whatsoever in respect thereof. The Credit Event Redemption Amount may be less than the principal amount of a Security. Any shortfall shall be borne by the Securityholders and no liability shall attach to the Issuer.

(2) *Cash Settlement.*

If a Credit Event Determination Date occurs and Cash Settlement is specified in the applicable Final Terms or if § 6(1)(A) above applies, the Issuer shall give notice to the Securityholders in accordance with § [12]/[15] and redeem all but not some only of the Securities, each principal amount of Securities equal to the Calculation Amount being redeemed by the Issuer at the Credit Event Redemption Amount on the Credit Event Redemption Date, provided that if the relevant Credit Event Determination Date is subsequently deemed not to have occurred in accordance with the definition thereof in § 6(10), the redemption of the Securities shall be cancelled and the Securities shall continue in accordance with their terms as if the relevant Credit Event Determination Event had not occurred, subject to such adjustments as the Calculation Agent determines appropriate in its sole and absolute discretion to reflect the retrospective effect of this provision (including, without limitation, adjusting the due date for payment of any amount payable under the Securities). The Issuer shall give notice to the Securityholders in accordance with § [12]/[15] that the relevant Credit Event Determination Date is deemed not to have occurred as soon as practicable thereafter.

If a Credit Event Determination Date occurs and the Securities become redeemable in accordance with this § 6(2), upon payment of the Credit Event Redemption Amount in respect of the Securities the Issuer shall have discharged its obligations in respect of the Securities and shall have no other liability or obligation whatsoever in respect thereof. The Credit Event Redemption Amount may be less than the principal amount of a Security. Any shortfall shall be borne by the Securityholders and no liability shall attach to the Issuer.

(3) *Physical Settlement.*

(a) If a Credit Event Determination Date occurs and Physical Delivery is specified in the applicable Final Terms or if § 6(1)(B) above applies, the Issuer shall give notice (such notice a "**Notice of Physical Settlement**") to the Securityholders in accordance with § [12]/[15] and redeem all but not some only of the Securities, each principal amount of Securities equal to the Calculation Amount being redeemed by Delivery of the Deliverable Obligations comprising the Asset Amount, subject to and in accordance with § 6(7) and (8), provided that if the relevant Credit Event Determination Date is subsequently deemed not to have occurred in accordance with the definition thereof in § 6(10), the redemption of the Securities shall be cancelled and the Securities shall continue in accordance with their terms as if the relevant Credit Event Determination Date had not occurred, subject to such adjustments as the Calculation Agent determines appropriate in its sole and absolute discretion to reflect the retrospective effect of this provision (including, without limitation, adjusting the due date for payment of any amount payable under the Securities). The Issuer shall give notice to the Securityholders in accordance with § [12]/[15] that the relevant Credit Event Determination Date is deemed not to have occurred as soon as practicable thereafter.

In the Notice of Physical Settlement the Issuer shall specify the Deliverable Obligations comprising the Asset Amount that it reasonably expects to Deliver and the Outstanding Principal Balance or Due and Payable Amount, as applicable, or the equivalent amount in the Settlement Currency (in each case, the "**Outstanding Amount**") and, if different, the face amount, of each such Deliverable Obligation and the aggregate Outstanding Amount of such Deliverable Obligations (the "**Aggregate Outstanding Amount**"). **For the avoidance of doubt, the Calculation Agent shall be entitled to select any of the Deliverable Obligations to constitute the Asset Amount, irrespective of their market value.**

The Issuer may, from time to time, amend a Notice of Physical Settlement by delivering a notice to Securityholders in accordance §[12]/[15] (each such notification, a "**Physical Settlement Amendment Notice**") that the Issuer is replacing, in whole or in part, one or more Deliverable Obligations specified in the Notice of Physical Settlement or a prior Physical Settlement Amendment Notice, as applicable (to the extent the relevant Deliverable Obligation has not been Delivered as of the date such Physical Settlement Amendment Notice is effective). A Physical Settlement Amendment Notice shall specify each replacement Deliverable Obligation that the Issuer will Deliver (each, a "**Replacement Deliverable Obligation**") and shall also specify the Outstanding Amount of each Deliverable Obligation identified in the Notice of Physical Settlement or a prior Physical Settlement Amendment Notice, as applicable, that is being replaced (with respect to each such Deliverable Obligation, the "**Replaced Deliverable Obligation Outstanding Amount**"). The Outstanding Amount of each Replacement Deliverable Obligation identified in a Physical Settlement Amendment Notice shall be determined by applying the Revised Currency Rate to the relevant Replaced Deliverable Obligation Outstanding Amount. The Outstanding Amount of the Replacement Deliverable Obligation(s) specified in any Physical Settlement Amendment Notice in aggregate with the Outstanding Amount of the Deliverable Obligation(s) specified in the Notice of Physical Settlement or any earlier Physical Settlement Amendment Notice which, in each case, are not being replaced must not be greater than the Aggregate Outstanding Amount. Each such Physical Settlement Amendment Notice must be effective on or prior to the Settlement Date (determined without reference to any change resulting from such Physical Settlement Amendment Notice).

Notwithstanding the foregoing, (i) the Issuer may correct any errors or inconsistencies contained in the Physical Settlement Notice or any Physical Settlement Amendment Notice, as applicable, by notice to Securityholders in accordance with §[12]/[15], prior to the relevant Delivery Date and (ii) if Asset Package Delivery is applicable, the Issuer shall on the NOPS Effective Date, or as soon as reasonably practicable thereafter (but in any case, prior to the Delivery Date), notify the Securityholders in accordance with §[12]/[15] of the detailed description of the Asset Package, if any, that the Issuer intends to Deliver in lieu of the Prior Deliverable Obligation or Package Observable Bond, if any, specified in the Notice of Physical Settlement or Physical Settlement Amendment Notice, as applicable, it being understood in each case that any such notice shall not constitute a Physical Settlement Amendment Notice.

- (b) If "Mod R" is specified as applicable in the applicable Final Terms and Restructuring is the only Credit Event specified in a Credit Event Notice or the subject of the DC Resolution resulting in the occurrence of a Credit Event Determination Date, as applicable, then unless the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention a Deliverable Obligation may only be included in the Asset Amount if it (i) is a Fully Transferable Obligation and (ii) has a final maturity date not later than the Restructuring Maturity Limitation Date, in each case, as of both the NOPS Effective Date and the Delivery Date.
- (c) If "Mod Mod R" is specified as applicable in the applicable Final Terms and Restructuring is the only Credit Event specified in a Credit Event Notice or the subject of the DC Resolution resulting in the occurrence of a Credit Event Determination Date, as applicable, then unless the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention a Deliverable Obligation may be included in the Asset Amount only if it (i) is a Conditionally Transferable Obligation and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date, in each case, as of both the NOPS Effective Date and the Delivery Date. Notwithstanding the foregoing, for purposes of this paragraph (c), in the case of a Restructured Bond or Loan with a final maturity date on or prior to the 10-year Limitation Date, the final maturity date of such Bond or Loan shall be deemed to be the earlier of such final maturity date or the final maturity date of such Bond or Loan immediately prior to the relevant Restructuring.

- (d) For the purposes of making a determination pursuant to paragraphs (b) or (c) above or the definition of Restructuring Maturity Limitation Date, final maturity date shall, subject to paragraph (c), be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.
- (e) Asset Package Delivery will apply if an Asset Package Credit Event occurs, unless (i) such Asset Package Credit Event occurs prior to the Credit Event Backstop Date determined in respect of the Credit Event specified in the Credit Event Notice or DC Credit Event Announcement applicable to the Credit Event Determination Date, as applicable, or if later and the relevant Credit Event Backstop Date was determined pursuant to paragraph (b) thereof, the date that is sixty calendar days prior to the Notice Delivery Date, or (ii) if the Reference Entity is a Sovereign, no Package Observable Bond exists immediately prior to such Asset Package Credit Event.

If a Credit Event Determination occurs and the Securities become redeemable in accordance with this § 6(3), upon Delivery of the Deliverable Obligations Deliverable and/or payment of the Cash Settlement Amount, as the case may be, the Issuer shall have discharged its obligations in respect of the Securities and shall have no other liability or obligation whatsoever in respect thereof. The value of such Deliverable Obligations and/or the Cash Settlement Amount may be less than the principal amount of a Security. Any shortfall shall be borne by the Securityholders and no liability shall attach to the Issuer.

(4) *Repudiation/Moratorium Extension.*

Where Repudiation/Moratorium is specified as a Credit Event in the applicable Final Terms, the provisions of this § 6(4) shall apply.

Where a Credit Event Determination Date has not occurred on or prior to the Scheduled Maturity Date but the Repudiation/Moratorium Extension Condition has been satisfied on or prior to the Scheduled Maturity Date or, if § 6(6)(y) applies, the Postponed Maturity Date (as defined below) and the Repudiation/Moratorium Evaluation Date in respect of the Potential Repudiation Moratorium will in the sole determination of the Calculation Agent, fall after the Scheduled Maturity Date or the Postponed Maturity Date, as applicable, then the Calculation Agent shall notify the Securityholders in accordance with § [12]/[15] that a Potential Repudiation/Moratorium has occurred and:

- (i) where a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date:
 - (A) each principal amount of Securities equal to the Calculation Amount will be redeemed by the Issuer by payment of the Redemption Amount on the second Business Day following the Repudiation/Moratorium Evaluation Date; and
 - (B) in the case of interest bearing Securities, the Issuer shall be obliged to pay (x) interest calculated as provided herein, accruing from (and including) the first day of the Interest Period ending on (but excluding) the Scheduled Maturity Date to (but excluding) the Scheduled Maturity Date or, in the case of EM Pass-Through Securities, in respect of the Interest Payment Date falling on the Maturity Date and (y) additional interest calculated as provided herein on the basis of an additional Interest Period in respect of the Securities commencing on (and including) the Scheduled Maturity Date and ending on (but excluding) the second Business Day following the Repudiation/Moratorium Evaluation Date and determined by applying an overnight deposit rate determined by the Calculation Agent in its sole and absolute discretion from such source(s) as it may select for such day to the Calculation Amount, but shall only be obliged to make such payment of interest on the second Business Day following the

Repudiation/Moratorium Evaluation Date and no further or other amount in respect of interest or such delay shall be payable; or

- (ii) where a Repudiation/Moratorium has occurred on or prior to the Repudiation/Moratorium Evaluation Date and a Credit Event Determination Date has occurred the provisions of §6(1), § 6(2) or § 6(3) as applicable shall apply to the Securities.

(5) *Grace Period Extension.*

If “Grace Period Extension” is specified as applicable in the applicable Final Terms, the provisions of this §6(5) shall apply:

Where a Credit Event Determination Date has not occurred on or prior to the Scheduled Maturity Date but a Potential Failure to Pay has occurred with respect to one or more Obligation(s) in respect of which a Grace Period is applicable on or prior to the Scheduled Maturity Date (and such Grace Period(s) is/are continuing as at the Scheduled Maturity Date), then:

- (i) where a Failure to Pay has not occurred on or prior to the Grace Period Extension Date:
 - (A) each principal amount of Securities equal to the Calculation Amount will be redeemed by the Issuer by payment of the Redemption Amount on the Grace Period Extension Date; and
 - (B) in the case of interest bearing Securities, the Issuer shall be obliged to pay (x) interest calculated as provided herein, accruing from (and including) the first day of the Interest Period ending on (but excluding) the Scheduled Maturity Date to (but excluding) the Scheduled Maturity Date or, in the case of EM Pass-Through Securities, in respect of the Interest Payment Date falling on the Maturity Date and (y) additional interest calculated as provided herein on the basis of an additional Interest Period in respect of the Securities commencing on (and including) the Scheduled Maturity Date and ending on (but excluding) the Grace Period Extension Date and determined by applying an overnight deposit rate determined by the Calculation Agent in its sole and absolute discretion from such source(s) as it may select for such day to the Calculation Amount, but shall only be obliged to make such payments of interest on the Grace Period Extension Date and no further or other amount in respect of interest or such delay shall be payable; or
- (ii) where a Failure to Pay has occurred on or prior to the Grace Period Extension Date and a Credit Event Determination Date has occurred the provisions of § 6(1), § 6(2) or § 6(3) as applicable shall apply to the Securities.

(6) *Maturity Date Extension.*

If:

- (x) on (A) the Scheduled Maturity Date or, (B) if applicable, the Repudiation/Moratorium Evaluation Date, or (C) if Grace Period Extension is specified as applying in the applicable Final Terms, the Grace Period Extension Date, as the case may be, a Credit Event Determination Date has not occurred but, in the opinion of the Calculation Agent, a Credit Event may have occurred; or
- (y) on the Scheduled Maturity Date, in the opinion of the Calculation Agent a Potential Repudiation/Moratorium may have occurred,

the Calculation Agent may notify the Securityholders in accordance with § [12]/[15] that the Scheduled Maturity Date, the Repudiation/Moratorium Evaluation Date or the Grace Period Extension Date, as the case may be, has been postponed to a date (such date the “**Postponed**

Maturity Date”) specified in such notice falling ninety calendar days after the Scheduled Maturity Date, the Repudiation/Moratorium Evaluation Date or the Grace Period Extension Date, as the case may be, or if such date is not a Business Day, the immediately succeeding Business Day and

where:

- (i) in the case of § 6(6)(x) a Credit Event Determination Date has not occurred on or prior to the Postponed Maturity Date, or, in the case of § 6(6)(y), the Repudiation/Moratorium Extension Condition is not satisfied on or prior to the Postponed Maturity Date:
 - (A) subject as provided below each principal amount of Securities equal to the Calculation Amount will be redeemed by the Issuer by payment of the Redemption Amount on the Postponed Maturity Date; and
 - (B) in the case of interest bearing Securities, the Issuer shall be obliged to pay (x) interest calculated as provided herein accruing from (and including) the first day of the Interest Period ending on (but excluding) the Scheduled Maturity Date to (but excluding) the Scheduled Maturity Date or, in the case of EM Pass-Through Securities, in respect of the Interest Payment Date falling on the Maturity Date and (y) additional interest calculated as provided herein on the basis of an additional Interest Period in respect of the Securities commencing on (and including) the Scheduled Maturity Date, the Repudiation/Moratorium Evaluation Date or the Grace Period Extension Date, as the case may be, and ending on (but excluding) the Postponed Maturity Date and determined by applying an overnight deposit rate determined by the Calculation Agent in its sole and absolute discretion from such source(s) as it may select for such day to the Calculation Amount, but shall only be obliged to make such payments of interest on the Postponed Maturity Date and no further or other amount in respect of interest or such delay shall be payable; or
- (ii) where:
 - (A) in the case of § 6(6)(x) a Credit Event Determination Date has occurred on or prior to the Postponed Maturity Date, the provisions of § 6(1), § 6(2) or § 6(3) as applicable shall apply to the Securities; or
 - (B) in the case of § 6(6)(y) the Repudiation/Moratorium Extension Condition is satisfied on or prior to the Postponed Maturity Date, the provisions of § 6(4) shall apply to the Securities.

(7) *Physical Delivery.*

- (i) If any Security is to be redeemed by Delivery of the Deliverable Obligations comprising the Asset Amount, in order to obtain Delivery of the Deliverable Obligations comprising the Asset Amount(s) in respect of any Security:
 - (A) if such Security is represented by a Global Security, the relevant Securityholder must deliver to the relevant Clearing System, with a copy to the Issuer not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice; and
 - (B) if such Security is in definitive form, the relevant Securityholder must deliver to any Paying Agent with a copy to the Issuer not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice (as defined below).

Forms of the Asset Transfer Notice may be obtained during normal business hours from the specified office of any Paying Agent.

An Asset Transfer Notice may only be delivered (i) if such Security is represented by a Global Security, in such manner as is acceptable to the relevant Clearing System, or (ii) if such Security is in definitive form, in writing or by tested telex.

If the Security is in definitive form, the Security must be delivered together with the duly completed Asset Transfer Notice. An Asset Transfer Notice must:

- (2) specify the name and address of the relevant Securityholder, the person from whom the Issuer may obtain details for the Delivery of the Deliverable Obligations comprising the Asset Amount and any details required for Delivery of the Deliverable Obligations comprising the Asset Amount set out in the applicable Final Terms;
- (3) in the case of Securities represented by a Global Security, specify the principal amount of Securities which are the subject of such notice and the number of the Securityholder's account at the relevant Clearing System, to be debited with such Securities and irrevocably instruct and authorise the relevant Clearing System to debit the relevant Securityholder's account with such Securities on or before the Settlement Date;
- (4) include an undertaking to pay all Delivery Expenses and, in the case of Securities represented by a Global Security, an authority to debit a specified account of the Securityholder at the relevant Clearing System in respect thereof and to pay such Delivery Expenses;
- (5) specify an account to which any amounts payable pursuant to § 6(8) or any other cash amounts specified in the applicable Final Terms as being payable are to be paid; and
- (6) authorise the production of such notice in any applicable administrative or legal proceedings.

No Asset Transfer Notice may be withdrawn after receipt thereof by the relevant Clearing System or a Paying Agent, as the case may be, as provided above. After delivery of an Asset Transfer Notice, the relevant Securityholder may not transfer the Securities which are the subject of such notice.

In the case of Securities represented by a Global Security, upon receipt of such notice, the relevant Clearing System shall verify that the person specified therein as the Securityholder is the holder of the specified principal amount of Securities according to its books.

Failure properly to complete and deliver an Asset Transfer Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in these Conditions shall be made, in the case of Securities represented by a Global Security, by the relevant Clearing System after consultation with the Issuer and shall be conclusive and binding on the Issuer and the relevant Securityholder and, in the case of Securities in definitive form, by the relevant Paying Agent after consultation with the Issuer, and shall be conclusive and binding on the Issuer and the relevant Securityholder.

Delivery of the Deliverable Obligations comprising the Asset Amount in respect of each Security shall be made at the risk of the relevant Securityholder in such commercially reasonable manner as the Calculation Agent shall in its sole discretion determine and notify to the person designated by the Securityholder in the relevant Asset Transfer Notice or in such manner as is specified in the applicable Final Terms.

If a Securityholder fails to give an Asset Transfer Notice as provided herein on or prior to the Cut-Off Date specified in the applicable Final Terms, the Issuer will, subject as

provided above, Deliver the Deliverable Obligations comprising the Asset Amount in respect of the relevant Securities as soon as practicable after the receipt of the duly completed Asset Transfer Notice, provided that if, in respect of a Security, a Securityholder fails to give an Asset Transfer Notice prior to the day falling 180 calendar days after the Cut-Off Date, the Issuer's obligations in respect of such Securities shall be discharged and the Issuer shall have no liability in respect thereof.

- (iv) All Delivery Expenses arising from the Delivery of the Deliverable Obligations comprising the Asset Amounts in respect of such Securities shall be for the account of the relevant Securityholder and no Delivery of the Deliverable Obligations comprising the Asset Amount shall be made until all Delivery Expenses have been paid to the satisfaction of the Issuer by the relevant Securityholder.

After Delivery of the Deliverable Obligations comprising an Asset Amount and for the Intervening Period, none of the Issuer, the Calculation Agent nor any other person shall at any time (x) be under any obligation to deliver or procure delivery to any Securityholder any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of the securities or obligations included in such Asset Amount, (y) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities or obligations included in such Asset Amount or (z) be under any liability to a Securityholder in respect of any loss or damage which such Securityholder may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities or obligations included in such Asset Amount.

- (v) In relation to each Deliverable Obligation constituting an Asset Amount the Issuer will Deliver or procure the Delivery of the relevant Deliverable Obligation as provided below on the Settlement Date, provided that if all or some of the Deliverable Obligations included in such Asset Amount are Undeliverable Obligations and/or Hedge Disruption Obligations, then the Issuer shall continue to attempt to Deliver all or a portion of such Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, on or before the 30th calendar day following the Settlement Date (the "**Final Delivery Date**"), Provided Further That if all or a portion of such Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, are not Delivered by the Final Delivery Date the provisions of § 6(8) shall apply.

(8) *Partial Cash Settlement.*

If all or a portion of the Undeliverable Obligations or Hedge Disruption Obligations comprising the Asset Amount are not Delivered by the Final Delivery Date, the Issuer shall give notice (a "**Cash Settlement Notice**") to the Securityholders in accordance with § [12]/[15] and the Issuer shall pay in respect of each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, the Cash Settlement Amount on the Cash Settlement Date.

In the Cash Settlement Notice the Issuer must give details of why it is unable to deliver the relevant Undeliverable Obligations or Hedge Disruption Obligation, as the case may be.

Unless otherwise specified in the applicable Final Terms, for the purposes of this § 6(8) the following terms are deemed to have the following meanings:

"Cash Settlement Amount" is deemed to be, for each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, an amount calculated by the Calculation Agent equal to the greater of (i) (A) the Outstanding Principal Balance, the Due and Payable Amount or the Currency Amount, as applicable, of each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, multiplied by (B) the Final Price with respect to such Undeliverable Obligation or Hedge Disruption Obligation, determined as provided in this § 6, less (C) Unwind Costs, if any (but excluding any Unwind Costs already taken into account in calculating the relevant Asset Amount), and (ii) zero,

Provided That where (x) a relevant Undeliverable Obligation or Hedge Disruption Obligation forms part of the Asset Package and (y) the Calculation Agent determines in its sole and absolute discretion that a Final Price cannot be reasonably determined in respect of such Undeliverable Obligation or Hedge Disruption Obligation, then the Cash Settlement Amount shall be an amount calculated by the Calculation Agent in its sole and absolute discretion equal to the fair market value of the relevant Undeliverable Obligation or Hedge Disruption Obligation (determined by reference to such source(s) as the Calculation Agent determines appropriate) less Unwind Costs, if any (but excluding any Unwind Costs already taken into account in calculating the relevant Asset Amount) and may be zero.

“Cash Settlement Date” is deemed to be the date falling three Business Days after the calculation of the Final Price.

“Indicative Quotation” means, in accordance with the Quotation Method, each quotation obtained from a Quotation Dealer at the Valuation Time for (to the extent reasonably practicable) an amount of the Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, equal to the Quotation Amount, which reflects such Quotation Dealer’s reasonable assessment of the price of such Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, based on such factors as such Quotation Dealer may consider relevant, which may include historical prices and recovery rates.

“Market Value” means, with respect to an Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, on a Valuation Date:

- (i) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the same highest and lowest values (and, if more than one such Full Quotations have the same highest or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);
- (ii) if exactly three Full Quotations are obtained, the Full Quotations remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);
- (iii) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations;
- (iv) if fewer than two Full Quotations are obtained and a Weighted Average Quotation is obtained, such Weighted Average Quotation;
- (v) if Indicative Quotations are specified as applying in the applicable Final Terms and exactly three Indicative Quotations are obtained, the Indicative Quotation remaining after disregarding the highest and lowest Indicative Quotations (and, if more than one such Indicative Quotations have the same highest or lowest value, then one of such highest or lowest Indicative Quotations shall be disregarded);
- (vi) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three Indicative Quotations are obtained) then, subject to sub-paragraph (b) of the definition of “Quotation” below, an amount that the Calculation Agent shall determine on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation or, if applicable, three Indicative Quotations are obtained; and
- (vii) if fewer than two Full Quotations are obtained, no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three Indicative Quotations are obtained) on the same Business Day on or prior to the fifteenth Business Day following the Valuation Date, the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such fifteenth Business Day or, if no Full Quotation is

obtained, the weighted average of any firm quotations (or, if applicable, Indicative Quotations) for the Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, obtained from Quotation Dealers at the Valuation Time on such fifteenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations (or, if applicable, Indicative Quotations) were not obtained on such day.

“Quotation” means each Full Quotation, the Weighted Average Quotation and, if Indicative Quotations are specified as applying in the applicable Final Terms, each Indicative Quotation obtained and expressed as a percentage of the Undeliverable Obligation’s or Hedge Disruption Obligation’s, as the case may be, Outstanding Principal Balance or Due and Payable Amount, as applicable, with respect to a Valuation Date in the manner that follows:

- (a) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the fifteenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers, and, if two or more Full Quotations are not available, a Weighted Average Quotation. If two or more such Full Quotations or a Weighted Average Quotation are not available on any such Business Day and Indicative Quotations are specified as applying in the applicable Final Terms, the Calculation Agent shall attempt to obtain three Indicative Quotations from five or more Quotation Dealers.
- (b) If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation (or, if Indicative Quotations are specified as applying in the applicable Final Terms, three Indicative Quotations) on the same Business Day on or prior to the fifteenth Business Day following the applicable Valuation Date, the Quotations shall be deemed to be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such fifteenth Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations (or, if applicable, Indicative Quotations) for the Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, obtained from Quotation Dealers at the Valuation Time on such fifteenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations (or, if applicable, Indicative Quotations) were not obtained on such day.
- (c) All Quotations shall be obtained in accordance with the specification or determination made pursuant to § 6(13)(b) below.

“Quotation Amount” is deemed to be, with respect to each type or issue of Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency, which shall be converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained), as applicable, of such Undeliverable Obligation or Hedge Disruption Obligations, as the case may be.

“Quotation Method” is deemed to be Bid.

“Reference Obligation” is deemed to be each Undeliverable Obligation or Hedge Disruption Obligations, as the case may be.

“**Valuation Method**” is deemed to be Highest unless fewer than two Full Quotations are obtained or a Weighted Average Quotation applies (or, if applicable, Indicative Quotations), in which case “Valuation Method” is deemed to be Market.

“**Valuation Time**” is the time specified as such in the applicable Final Terms (or, if no such time is specified, 11:00 a.m. in the principal trading market for the Undeliverable Obligation or Hedge Disruption Obligations, as the case may be).

“**Weighted Average Quotation**” means, in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as applicable, of as large a size as available but less than the Quotation Amount that in aggregate are approximately equal to the Quotation Amount.

(9) *Redemption following a Merger Event.*

If § 6(9) is specified as applicable in the applicable Final Terms, in the event that in the determination of the Calculation Agent a Merger Event has occurred, the Issuer may give notice to the Securityholders in accordance with § [12]/[15] and redeem the Securities at the Early Redemption Amount on the Merger Event Redemption Date.

(10) *Applicable Definitions.*

The following terms shall have the meanings given to them in the 2014 ISDA Credit Derivatives Definitions (the “**2014 Definitions**”) published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”):

“Auction”;

“Auction Final Price”;

“Credit Derivatives Auction Settlement Terms”;

“Credit Derivatives Determinations Committee”;

“DC Resolution”;

“DC Secretary”;

“Resolved”;

“Resolves”; and

“DC Rules”.

“**Affiliate**” means, in relation to any entity (the “**First Entity**”), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes “control” means ownership of a majority of the voting power of an entity.

“**Asset**” means each obligation, equity, amount of cash, security, fee (including any “early-bird” or other consent fee), right and/or other asset, whether tangible or otherwise and whether issued, incurred, paid or provided by a Reference Entity or a third party (or any value which was realised or capable of being realised in circumstances where the right and/or other asset no longer exists).

“Asset Amount” means, in respect of each principal amount of Securities equal to the Calculation Amount, Deliverable Obligations, as selected by the Calculation Agent in its sole and absolute discretion, with:

- (a) in the case of Deliverable Obligations that are Borrowed Money, an Outstanding Principal Balance; or
- (b) in the case of Deliverable Obligations that are not Borrowed Money, a Due and Payable Amount,

(or, in the case of either (a) or (b), the equivalent Currency Amount of any such amount), in an aggregate amount as of the relevant Delivery Date equal to the Calculation Amount less, if Unwind Costs are specified as applicable in the applicable Final Terms, Deliverable Obligations with a market value determined by the Calculation Agent in its sole and absolute discretion on the Business Day selected by the Calculation Agent falling during the period from and including the Credit Event Determination Date to and including the Delivery Date equal to Unwind Costs.

“Asset Market Value” means the market value of an Asset, as the Calculation Agent shall determine by reference to an appropriate specialist valuation or in accordance with the methodology determined by the Credit Derivatives Determinations Committee.

“Asset Package” means, in respect of an Asset Package Credit Event, all of the Assets in the proportion received or retained by a Relevant Holder in connection with such relevant Asset Package Credit Event (which may include the Prior Deliverable Obligation or Package Observable Bond, as the case may be). If the Relevant Holder is offered a choice of Assets or a choice of combinations of Assets, the Asset Package will be the Largest Asset Package. If the Relevant Holder is offered, receives and retains nothing, the Asset Package shall be deemed to be zero.

“Asset Package Credit Event” means:

- (a) if “Financial Reference Entity Terms” and “Governmental Intervention” are specified as applicable in the applicable Final Terms:
 - (i) a Governmental Intervention; or
 - (ii) a Restructuring in respect of a Reference Obligation, if “Restructuring” is specified as applicable in the applicable Final Terms and such Restructuring does not constitute a Governmental Intervention; and
- (b) if the Reference Entity is a Sovereign and “Restructuring” is specified as applicable in the applicable Final Terms, a Restructuring,

in each case, whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement, as applicable.

“Asset Transfer Notice” means a duly completed asset transfer notice substantially in the form set out in the Agency Agreement.

“Auction Cancellation Date” has the meaning given in any Credit Derivatives Auction Settlement Terms published in relation to obligations of appropriate seniority of the Reference Entity and applicable to credit derivatives transactions with a Scheduled Termination Date of the Scheduled Maturity Date.

“Auction Cut-Off Date” means the date falling ninety calendar days after (a) the Scheduled Maturity Date or, (b) if § 6(4)(ii) applies, the Repudiation/Moratorium Evaluation Date, or (c) if § 6(5)(ii) applies, the Grace Period Extension Date or, (d) if § 6(6)(ii) applies, the Postponed Maturity Date.

“Auction Final Price” means:

- (a) if the relevant Credit Derivatives Determinations Committee determines that an Auction will be held in accordance with any Credit Derivatives Auction Settlement Terms in relation to obligations of appropriate seniority of the Reference Entity in respect of which the Credit Event Determination Date has occurred, the relevant Auction Final Price determined in accordance with such Auction; or
- (b) if the relevant Credit Derivatives Determinations Committee determines that more than one Auction will be held in accordance with any Credit Derivatives Auction Settlement Terms in relation to obligations of appropriate seniority of the Reference Entity in respect of which the Credit Event Determination Date has occurred:
 - (i) the Auction Final Price determined in accordance with the Auction applicable to credit derivatives transactions triggered by the credit protection buyer thereunder (**“Buyer Credit Derivatives Transactions”**) with Scheduled Termination Dates of a range within which the Scheduled Maturity Date falls;
 - (ii) if no Auction is held applicable to Buyer Credit Derivatives Transactions with Scheduled Termination Dates of a range within which the Scheduled Maturity Date falls, the Auction Final Price determined in accordance with the Auction applicable to Buyer Credit Derivatives Transactions with Scheduled Termination Dates falling next earliest to the Scheduled Maturity Date;
 - (iii) if no Auction is held applicable to Buyer Credit Derivatives Transactions with Scheduled Termination Dates falling next earliest to the Scheduled Maturity Date, the Auction Final Price determined in accordance with the Auction applicable to Buyer Credit Derivatives Transactions with Scheduled Termination Dates falling next following the Scheduled Maturity Date; or
 - (iv) if no Auction is held applicable to Buyer Credit Derivatives Transactions with Scheduled Termination Dates falling next following the Scheduled Maturity Date, the Auction Final Price determined in accordance with the Auction applicable to credit derivatives transactions triggered by the credit protection seller thereunder.

“Bankruptcy” means the Reference Entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;
- (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof or before the Maturity Date, whichever is earlier;
- (e) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);

- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter or before the Maturity Date, whichever is earlier; or
- (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has any analogous effect to any of the events specified in clauses (a) to (g).

“Business Day”:

- (a) has the meaning given to it in § 3 (*Interest*); or
- (b) if not defined in § 3 (*Interest*), means:
 - (i)
 - (x) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively); or
 - (y) if the Specified Currency is euro, a day on which the TARGET2 System is open; and
 - (ii) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in each Additional Credit Business Centre (if any) specified in the applicable Final Terms.

“Conditionally Transferable Obligation” means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, in each case, as of both the NOPS Effective Date and the Delivery Date, provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if the Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of “Conditionally Transferable Obligation”.

“Conforming Reference Obligation” means a Reference Obligation which is a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation.

“Credit Business Day Convention” means the convention for adjusting any relevant date pursuant to this §6 if it would otherwise fall on a day that is not a Business Day. If the last day of any period under this §6 calculated by reference to calendar days falls on a day

that is not a Business Day, such last day shall be subject to adjustment in accordance with the applicable Credit Business Day Convention (or, if none is specified in the applicable Final Terms, the Following Credit Business Day Convention); provided that if the last day of any such period is the Credit Event Backstop Date or the Successor Backstop Date, such last day shall not be subject to any adjustment in accordance with any Credit Business Day Convention. The following terms, when used in conjunction with the term "Credit Business Day Convention" and a date, shall mean that an adjustments will be made if that date would otherwise fall on a day that is not a Business Day so that:

- (a) if "Following" is specified as the applicable Credit Business Day Convention in the applicable Final Terms, that date will be the first following day that is a Business Day;
- (b) if "Modified Following" is specified as the applicable Credit Business Day Convention in the applicable Final Terms, that date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day; and
- (c) if "Preceding" is specified as the applicable Credit Business Day Convention in the applicable Final Terms, that date will be the first preceding day that is a Business Day.

"Credit Event" means the occurrence of any one or more of the Credit Events specified in the applicable Final Terms which may include Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium, Restructuring or Governmental Intervention or any additional Credit Event specified in the applicable Final Terms, as determined by the Calculation Agent.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defense based upon:

- (a) any lack or alleged lack of authority or capacity of the Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;
- (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;
- (c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or
- (d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

"Credit Event Backstop Date" means:

- (a) for the purposes of any event that the relevant Credit Derivatives Determinations Committee has Resolved as constituting a Credit Event (or with respect to Repudiation/Moratorium, the event described in sub-paragraph (b) of the definition of Repudiation/Moratorium), the date that is sixty calendar days prior to the Credit Event Resolution Request Date; or
- (b) otherwise:
 - (i) the date specified as such in the applicable Final Terms; or
 - (ii) if no such date is specified, the date that is sixty calendar days prior to the Trade Date.

The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention and/or Credit Business Day Convention.

“Credit Event Determination Date” means either:

- (a) if DC Determinations is specified in the applicable Final Terms (other than where the relevant Credit Event is a M(M)R Restructuring), a Credit Event Resolution Request Date occurs on or following the Trade Date and a DC Credit Event Announcement occurs with respect thereto during the Notice Delivery Period, the date on which such DC Credit Event Announcement occurred; or
- (b) if the Calculation Agent delivers a Credit Event Notice to the Issuer that is effective and if Notice of Publicly Available Information is specified as applying in the applicable Final Terms, a Notice of Publicly Available Information, that is effective, in each case, during the Notice Delivery Period, the Notice Delivery Date,

Provided That,

- (i) in the case of sub-paragraph (a) above, no Credit Event Determination Date will occur with respect to an event and any Credit Event Determination Date previously determined with respect to an event shall be deemed not to have occurred if a DC No Credit Event Announcement occurs with respect to such event; and
- (ii) in the case of sub-paragraph (b) above and if DC Determinations is specified in the applicable Final Terms, if following the delivery of the Credit Event Notice by the Calculation Agent a Credit Event Resolution Request Date occurs in relation to the event referred to in the Credit Event Notice and prior to the Valuation Date:
 - (A) the Credit Event Notice is deemed to be revoked in accordance with its definition below, the relevant Credit Event Determination Date shall be deemed not to have occurred; or
 - (B) a DC Credit Event Announcement occurs with respect to such event and the relevant Reference Entity or Obligation thereof, the Calculation Agent may in its sole and absolute discretion revoke the Credit Event Notice by giving notice to the Issuer, in which case the relevant Credit Event Determination Date shall be deemed not to have occurred in accordance with sub-paragraph (b) above but shall be deemed to have occurred in accordance with sub-paragraph (a) above.

“Credit Event Notice” means a notice from the Calculation Agent (which may be by telephone) to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that describes a Credit Event that occurred on or after the Trade Date or, if earlier and if specified as applicable in the applicable Final Terms, the Credit Event Backstop Date and on or prior to the Extension Date,

provided that if DC Determinations is specified in the applicable Final Terms:

- (a) if a DC No Credit Event Announcement has occurred with respect to such event and the relevant Reference Entity or Obligation thereof, the Calculation Agent may not deliver a Credit Event Notice in relation thereto, unless the DC Resolutions in respect of which the Calculation Agent acting in good faith and in a commercially reasonable manner and taking into account the differences between the definition of Credit Event under the 2014 Definitions and the definition of Credit Event hereunder and such other factor(s) as it

deems appropriate, determines are inappropriate to follow for the purposes of the Securities; and

- (b) if subsequently a DC No Credit Event Announcement occurs with respect to such event and the relevant Reference Entity or Obligation thereof, the Credit Event Notice shall be deemed to be revoked and the relevant Credit Event Determination Date shall be deemed not to have occurred, unless the DC Resolutions in respect of which the Calculation Agent acting in good faith and in a commercially reasonable manner and taking into account the differences between the definition of Credit Event under the 2014 Definitions and the definition of Credit Event hereunder and such other factor(s) as it deems appropriate, determines are inappropriate to follow for the purposes of the Securities.

For the avoidance of doubt, any deemed revocation of the Credit Event Notice as provided above shall not prevent the Calculation Agent from delivering a further Credit Event Notice subsequently in relation to a new Credit Event.

Any Credit Event Notice that describes a Credit Event that occurred after the Scheduled Maturity Date must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

A Credit Event Notice that describes a Credit Event other than a Restructuring must be in respect of the full principal amount outstanding of each Security.

A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date the Credit Event Notice is effective.

“Credit Event Redemption Amount” means the amount specified as such in the applicable Final Terms or if no such amount is specified in the applicable Final Terms, an amount calculated by the Calculation Agent equal to:

$$(A \times B) - C$$

where:

“A” is the Calculation Amount;

“B” is the Final Price or, if Auction Settlement is specified in the applicable Final Terms and § 6(1)(A) does not apply, the Auction Final Price; and

“C” is (i) if “Unwind Costs” is specified as applicable in the applicable Final Terms, Unwind Costs or (ii) if “Unwind Costs” is specified as not applicable in the applicable Final Terms, zero,

provided that in no event shall the Credit Event Redemption Amount be less than zero.

“Credit Event Redemption Date” means the day following the number of Business Days specified in the applicable Final Terms (or, if a number of Business Days is not so specified, three Business Days) after (a) the calculation of the Final Price or the publication of the Auction Final Price, as the case may be or (b) if the Credit Event Redemption Amount is specified in the applicable Final Terms or Fixed Recovery is specified as applicable in the applicable Final Terms, the Credit Event Determination Date.

“Credit Event Resolution Request Date” means, with respect to a DC Credit Event Question, the date as publicly announced by the DC Secretary that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which the DC Credit Event Question was effective and on which the relevant Credit Derivatives Determinations Committee was in possession of Publicly Available Information with respect to such DC

Credit Event Question, unless the DC Resolutions in respect of which the Calculation Agent acting in good faith and in a commercially reasonable manner and taking into account the differences between the definition of Credit Event under the 2014 Definitions and the definition of Credit Event hereunder and such other factor(s) as it deems appropriate, determines are inappropriate to follow for the purposes of the Securities .

“Currency Amount” means with respect to (a) a Deliverable Obligation specified in a Notice of Physical Settlement that is denominated in a currency other than the Settlement Currency, an amount converted to the Settlement Currency using a conversion rate determined by reference to the Currency Rate and (b) a Replacement Deliverable Obligation specified in a Physical Settlement Amendment Notice, an amount converted to the Settlement Currency (or, if applicable, back into the Settlement Currency) using a conversion rate determined by reference to the Currency Rate, if any, and each Revised Currency Rate used to convert each Replaced Deliverable Obligation Outstanding Amount specified in each Physical Settlement Amendment Notice with respect to that portion of the Securities into the currency of denomination of the relevant Replacement Deliverable Obligation.

“Currency Rate” means with respect to (a) a Deliverable Obligation specified in the Notice of Physical Settlement or any Physical Settlement Amendment Notice, as applicable, the rate of conversion between the Settlement Currency and the currency in which the Outstanding Amount of such Deliverable Obligation is denominated that is either (i) determined by reference to the Currency Rate Source as at the Next Currency Fixing Time, or (ii) if such rate is not available at such time, as the Calculation Agent shall determine in a commercially reasonable manner and (b) a Replacement Deliverable Obligation specified in a Physical Settlement Amendment Notice, the Revised Currency Rate.

“Currency Rate Source” means the mid-point rate of conversion published by WM/Reuters at 4:00 p.m. (London time), or any successor rate source approved by the relevant Credit Derivatives Determinations Committee or, if no such successor rate source is approved by the relevant Credit Derivatives Determinations Committee where relevant, any successor rate source selected by the Calculation Agent in its sole and absolute discretion.

“DC Credit Event Announcement” means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Credit Event with respect to the Reference Entity or Obligation thereof has occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date, provided that if the Credit Event occurred after the Scheduled Maturity Date, the DC Credit Event Announcement must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

“DC Credit Event Question” means a notice to the DC Secretary requesting that a relevant Credit Derivatives Determinations Committee be convened to Resolve whether an event that constitutes a Credit Event with respect to the Reference Entity or Obligation thereof has occurred.

“DC Credit Event Question Dismissal” means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in a DC Credit Event Question.

“DC No Credit Event Announcement” means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that is the subject of a DC Credit Event Question does not constitute a Credit Event with respect to the Reference Entity or Obligation thereof.

“Default Requirement” means the amount specified as such in the applicable Final Terms or its equivalent in the relevant Obligation Currency or, if a Default Requirement is not specified in the applicable Final Terms, USD 10,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Credit Event.

“Deliver” means to deliver, novate, transfer (including, in the case of a Guarantee, transfer of the benefit of the Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title (or, with respect to Deliverable Obligations where only equitable title is customarily conveyed, all equitable title) and interest in the Asset Amount to the relevant Securityholder free and clear of any and all liens, charges, claims or encumbrances (excluding any liens routinely imposed on all securities in a relevant clearance system, but including, without limitation, any counterclaim, defense (other than a counterclaim or defense based on the factors set forth in (a) to (d) in the definition of **“Credit Event”** above or right of set-off by or of the Reference Entity or any applicable Underlying Obligor) provided that (i) if a Deliverable Obligation is a Direct Loan Participation, **“Deliver”** means to create (or procure the creation of) a participation in favour of the relevant Securityholder and (ii) if a Deliverable Obligation is a Guarantee, **“Deliver”** means to Deliver both the Underlying Obligation and the Guarantee, provided further that if the Guarantee has a Fixed Cap, **“Deliver”** means to Deliver the Underlying Obligation, the Guarantee and all claims to any amounts which are subject to such Fixed Cap. **“Delivery”** and **“Delivered”** will be construed accordingly. In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time.

If Asset Package Delivery applies, (i) Delivery of a Prior Deliverable Obligation or a Package Observable Bond specified in the Notice of Physical Settlement or Physical Settlement Amendment Notice, as applicable, may be satisfied by Delivery of the related Asset Package, and such Asset Package shall be treated as having the same currency, Outstanding Principal Balance or Due and Payable Amount, as applicable, as the Prior Deliverable Obligation or Package Observable Bond to which it corresponds had immediately prior to the Asset Package Credit Event, (ii) this definition of **“Deliver”** shall be deemed to apply to each Asset in the Asset Package provided that if any such Asset is not a Bond, it shall be treated as if it were a Loan for these purposes, (iii) if the Asset Package is zero, the Outstanding Amount of the Prior Deliverable Obligation or Package Observable Bond shall be deemed to have been Delivered in full three Business Days following the date on which the Issuer has notified the Securityholders in accordance with §6(3) of the detailed description of the Asset Package that it intends to Deliver, (iv) the Issuer may satisfy its obligation to make Delivery of the Prior Deliverable Obligation or Package Observable Bond in part by Delivery of each Asset in the Asset Package in the correct proportion and (v) if the relevant Asset is a Non-Transferable Instrument or Non-Financial Instrument, the Asset shall be deemed to be an amount of cash equal to the Asset Market Value.

“Deliverable Obligation” means:

- (a) any obligation of the Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the method described in **“(A) Method for Determining Deliverable Obligations”** below;
- (b) each Reference Obligation;
- (c) solely in relation to a Restructuring Credit Event applicable to a Reference which is a Sovereign, and unless Asset Package Delivery is applicable, any Sovereign Restructured Deliverable Obligation;

- (d) if Asset Package Delivery is applicable, any Prior Deliverable Obligation (if “Financial Reference Entity Terms” is specified as applicable in the applicable Final Terms) or any Package Observable Bond (if the Reference Entity is a Sovereign); and
- (e) any Additional Deliverable Obligation of the Reference Entity specified as such in the applicable Final Terms,

in each case unless it is an Excluded Deliverable Obligation and provided that the obligation has an Outstanding Principal Balance or Due and Payable Amount that is greater than zero (determined for purposes of paragraph (d), immediately prior to the relevant Asset Package Credit Event).

(A) **Method for Determining Deliverable Obligations.** For the purposes of this definition of “Deliverable Obligation”, the term “Deliverable Obligation” may be defined as each obligation of the Reference Entity described by the Deliverable Obligation Category specified in the applicable Final Terms, and, subject to (B) below, having each of the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms, in each case, as of both the NOPS Effective Date and the Delivery Date (unless otherwise specified). The following terms shall have the following meanings:

- (1) **“Deliverable Obligation Category”** means one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan (each as defined in the definition of “Obligation” below, except that, for the purpose of determining Deliverable Obligations, the definition of “Reference Obligation Only” shall be amended to state that no Deliverable Obligation Characteristics shall be applicable to Reference Obligation Only).
- (2) **“Deliverable Obligation Characteristics”** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Domestic Issuance (each as defined in the definition of “Obligation” below), Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer where:
 - (i) **“Assignable Loan”** means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if the Reference Entity is guaranteeing such Loan) or any agent;
 - (ii) **“Consent Required Loan”** means a Loan that is capable of being assigned or novated with the consent of the Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if the Reference Entity is guaranteeing such Loan) or any agent;
 - (iii) **“Direct Loan Participation”** means a Loan in respect of which, pursuant to a participation agreement, the Issuer is capable of creating, or procuring the creation of, a contractual right in favour of each Securityholder that provides each Securityholder with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered

into between each Securityholder and either (A) the Issuer (to the extent that the Issuer is then a lender or a member of the relevant lending syndicate), or (B) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate);

- (iv) **“Transferable”** means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions:
 - i. contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation);
 - ii. restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds; or
 - iii. restrictions in respect of blocked periods on or around payment dates or voting periods;
- (v) **“Maximum Maturity”** means an obligation that has a remaining maturity of not greater than the period specified in the applicable Final Terms (or if no such period is specified, thirty years);
- (vi) **“Accelerated or Matured”** means an obligation under which the principal amount owed, whether by reason of maturity, acceleration, termination or otherwise, is due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws; and
- (vii) **“Not Bearer”** means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via the Euroclear system, Clearstream International or any other internationally recognised clearing system.

(B) ***Interpretation of Provisions.***

- (1) If either of the Obligation Characteristics “Listed” or “Not Domestic Issuance” is specified in the applicable Final Terms, the Final Terms shall be construed as though the relevant Obligation Characteristic had been specified as an Obligation Characteristic only with respect to Bonds.
- (2) If (i) either of the Deliverable Obligation Characteristics “Listed”, “Not Domestic Issuance” or “Not Bearer” is specified in the applicable Final Terms, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Bonds; (ii) the Deliverable Obligation Characteristic “Transferable” is specified in the applicable Final Terms,

the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Deliverable Obligations that are not Loans; or (iii) any of the Deliverable Obligation Characteristics "Assignable Loan", "Consent Required Loan" or "Direct Loan Participation" is specified in the applicable Final Terms, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans.

- (3) If more than one of "Assignable Loan", "Consent Required Loan" and "Direct Loan Participation" are specified as Deliverable Obligation Characteristics in the applicable Final Terms, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics.
- (4) If an Obligation or a Deliverable Obligation is a Relevant Guarantee, the following will apply:
 - (viii) For purposes of the application of the Obligation Category or the Deliverable Obligation Category, the Relevant Guarantee shall be deemed to be described by the same category or categories as those that describe the Underlying Obligation;
 - (ix) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: "Not Subordinated" "Specified Currency", "Not Sovereign Lender", "Not Domestic Currency" and "Not Domestic Law";
 - (x) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: "Listed", "Not Domestic Issuance", "Assignable Loan", "Consent Required Loan", "Direct Loan Participation", "Transferable", "Maximum Maturity", "Accelerated or Matured" and "Not Bearer"; and
 - (xi) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.
- (5) For purposes of the application of the Deliverable Obligation Characteristic "Maximum Maturity", remaining maturity shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the remaining maturity shall be zero.
- (6) If "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the applicable Final Terms, if an obligation

would otherwise satisfy a particular Obligation Characteristic or Deliverable Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Obligation Characteristic or Deliverable Obligation Characteristic.

- (7) For purposes of determining the applicability of Deliverable Obligation Characteristics and the requirements specified in §6(3)(b) and §6(3)(c) to a Prior Deliverable Obligation or a Package Observable Bond, any such determination shall be made by reference to the terms of the relevant obligation in effect immediately prior to the Asset Package Credit Event.
- (8) If "Subordinated European Insurance Terms" is specified as applicable in the applicable Final Terms, if an obligation would otherwise satisfy the "Maximum Maturity" Deliverable Obligation Characteristic, the existence of any Solvency Capital Provisions in such obligation shall not cause it to fail to satisfy such Deliverable Obligation Characteristic.

"Delivery Date" means, with respect to a Deliverable Obligation or an Asset Package, the date on which such Deliverable Obligation is Delivered (or deemed Delivered under the definition of Deliver).

"Delivery Expenses" means all costs, taxes, duties and/or expenses, including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes arising from the Delivery of the Deliverable Obligations comprising the Asset Amount.

"Domestic Currency" means the currency specified as such in the applicable Final Terms and any successor currency thereto (or if no such currency is specified, the lawful currency and any successor currency of (a) the Reference Entity, if the Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organised, if the Reference Entity is not a Sovereign).

"Domestic Law" means each of the laws of (a) the Reference Entity, if such Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organized, if such Reference Entity is not a Sovereign.

"Downstream Affiliate" means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than fifty per cent-owned, directly or indirectly, by the Reference Entity.

"Due and Payable Amount" means the amount that is due and payable by the Reference Entity under the obligation whether by reason of maturity, acceleration, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts) less all or any portion of such amount which, pursuant to the terms of the obligation (a) is subject to any Prohibited Action, or (b) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (i) payment or (ii) a Permitted Contingency), in each case, determined in accordance with the terms of the obligation in effect on either (A) the NOPS Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date) or (B) the Valuation Date, as applicable.

"Eligible Information" means information which is publicly available or which can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

“Eligible Transferee” means:

- (a) any
 - (i) bank or other financial institution;
 - (ii) insurance or reinsurance company;
 - (iii) mutual fund, unit trust or similar collective investment vehicle (other than an entity specified in sub-paragraph (c)(i) below); and
 - (iv) registered or licensed broker or dealer (other than a natural person or proprietorship),

provided, however, in each case that such entity has total assets of at least USD 500,000,000;

- (b) an Affiliate of an entity specified in the preceding sub-paragraph (a);
- (c) each of a corporation, partnership, proprietorship, organisation, trust or other entity:
 - (i) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligations, commercial paper conduit or other special purpose vehicle) that (1) has total assets of at least USD 100,000,000 or (2) is one of a group of investment vehicles under common control or management having, in the aggregate, total assets of at least USD 100,000,000; or
 - (ii) that has total assets of at least USD 500,000,000; or
 - (iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by an entity described in sub-paragraphs (a), (b), (c)(ii) or (d); and
- (d)
 - (i) any Sovereign; or
 - (ii) any entity or organisation established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development.

All references in this definition to USD include equivalent amounts in other currencies, as determined by the Calculation Agent.

“Excluded Deliverable Obligation” means:

- (a) any obligation of the Reference Entity specified as such or of a type described in the applicable Final Terms;
- (b) any principal only component of a Bond from which some or all of the interest components have been stripped; and
- (c) if Asset Package Delivery is applicable, any obligation issued or incurred on or after the date of the relevant Asset Package Credit Event.

“Excluded Obligation” means:

- (a) any obligation of the Reference Entity specified as such or of a type described in the applicable Final Terms;
- (b) if "Financial Reference Entity Terms" is specified as applicable in the applicable Final Terms and (i) the Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (ii) there is no Reference Obligation or Prior Reference Obligation., then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Subordinated Obligation; and
- (c) if "Financial Reference Entity Terms" is specified as applicable in the applicable Final Terms and the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Further Subordinated Obligation.

"Extension Date" means the latest of:

- (a) the Scheduled Maturity Date;
- (b) the Grace Period Extension Date if (i) "Failure to Pay" is specified as a Credit Event in the applicable Final Terms and "Grace Period Extension" is specified as applicable in the applicable Final Terms and (ii) the Potential Failure to Pay with respect to the relevant Failure to Pay occurs on or prior to the Scheduled Maturity Date; and
- (c) the Repudiation/Moratorium Evaluation Date (if any) if "Repudiation/Moratorium" is specified as a Credit Event in the applicable Final Terms.

"Failure to Pay" means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure. If an occurrence that would constitute a Failure to Pay (a) is a result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general application in the jurisdiction of such Governmental Authority and (b) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a Failure to Pay unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination.

"Final Price" means:

- (a) the price of the Reference Obligation, expressed as a percentage of its Outstanding Principal Balance or Due and Payable Amount, as applicable, determined in accordance with the Valuation Method specified in the applicable Final Terms. The Calculation Agent shall, as soon as practicable after obtaining all Quotations for a Valuation Date, make available for inspection by Securityholders at the specified office of the Fiscal Agent and, for so long as the Securities are listed on the Official List of the Luxembourg Stock Exchange at the office of the Paying Agent in Luxembourg (i) each such Quotation that it receives in connection with the calculation of the Final Price and (ii) a written computation showing its calculation of the Final Price; or
- (b) if Fixed Recovery is specified as applicable in the applicable Final Terms, the percentage specified therein.

"Fixed Cap" means, with respect to a Guarantee, a specified numerical limit or cap on the liability of the Reference Entity in respect of some or all payments due under the Underlying Obligation, provided that a Fixed Cap shall exclude a limit or cap determined by reference

to a formula with one or more variable inputs (and for these purposes, the outstanding principal or other amounts payable pursuant to the Underlying Obligation shall not be considered to be variable inputs).

“Full Quotation” means, in accordance with the Quotation Method, each firm quotation obtained from a Quotation Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Reference Obligation with an Outstanding Principal Balance or Due and Payable Amount equal to the Quotation Amount.

“Fully Transferable Obligation” means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, in each case, as of both the NOPS Effective Date and the Delivery Date. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered as a requirement for consent for purposes of this definition of “Fully Transferable Obligation”.

“Further Subordinated Obligation” means, if a Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, any obligation which is Subordinated thereto.

“Governmental Authority” means:

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

“Governmental Intervention” means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:

- (i) any event which would affect creditors' rights so as to cause:
 - (A) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
 - (B) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
 - (C) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest, or (II) the payment of principal or premium; or
 - (D) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;

- (ii) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;
- (iii) a mandatory cancellation, conversion or exchange; or
- (iv) any event which has an analogous effect to any of the events specified in sub-paragraphs (i) to (iii) above.

For purposes of this definition of "Governmental Intervention", the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee.

"Grace Period" means:

- (a) subject to sub-paragraphs (b) and (c) below, the applicable grace period with respect to payments under and in accordance with the terms of the relevant Obligation in effect as of the date as of which such Obligation is issued or incurred;
- (b) if Grace Period Extension is specified as applying in the applicable Final Terms, a Potential Failure to Pay has occurred on or prior to the Scheduled Maturity Date and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Maturity Date, the Grace Period will be deemed to be the lesser of such grace period and the period specified as such in the applicable Final Terms or, if no period is specified in the applicable Final Terms, thirty calendar days; and
- (c) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless Grace Period Extension is specified as applying in the applicable Final Terms, such deemed Grace Period shall expire no later than the Scheduled Maturity Date.

"Grace Period Business Day" means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation or, if a place or places are not so specified, (a) if the Obligation Currency is the euro, a TARGET Settlement Day, or (b) otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the Obligation Currency.

"Grace Period Extension Date" means, if:

- (a) Grace Period Extension is specified as applying in the applicable Final Terms; and
- (b) a Potential Failure to Pay occurs on or prior to the Scheduled Maturity Date,

the day that is five Business Days following the day falling the number of days in the Grace Period after the date of such Potential Failure to Pay.

"Guarantee" means a Relevant Guarantee or a guarantee which is the Reference Obligation.

"Hedge Disruption Event" means in the opinion of the Calculation Agent any event as a result of which the Issuer and/or any of its Affiliates has not received the relevant Deliverable Obligations under the terms of any transaction entered into by the Issuer and/or such Affiliate to hedge the Issuer's obligations or position in respect of the Securities.

“Hedge Disruption Obligation” means a Deliverable Obligation included in the Asset Amount which, on the Settlement Date for such Deliverable Obligation, the Calculation Agent determines cannot be Delivered as a result of a Hedge Disruption Event.

“Intervening Period” means such period of time as any person other than the relevant Securityholder shall continue to be registered as the legal owner of any securities or other obligations comprising the Asset Amount.

“Largest Asset Package” means, in respect of a Prior Deliverable Obligation or a Package Observable Bond, as the case may be, the package of Assets for which the greatest amount of principal has been or will be exchanged or converted (including by way of amendment), as determined by the Calculation Agent by reference to Eligible Information. If this cannot be determined, the Largest Asset Package will be the package of Assets with the highest immediately realisable value, determined by the Calculation Agent in accordance with the methodology, if any, determined by the relevant Credit Derivatives Determinations Committee or, if none, as determined by the Calculation Agent in its sole and absolute discretion by reference to such source(s) as it determines appropriate.

“Limitation Date” means the first of March 20, June 20, September 20 or December 20 in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date: 2.5 years (the **“2.5-year Limitation Date”**), 5 years, 7.5 years, 10 years (the **“10-year Limitation Date”**), 12.5 years, 15 years, or 20 years, as applicable. Limitation Dates shall not be subject to adjustment in accordance with any Business Day Convention and/or Credit Business Day Convention.

“London Business Day” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London.

“Market Value” means, with respect to a Reference Obligation on a Valuation Date:

- (a) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the highest and lowest values (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);
- (b) if exactly three Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);
- (c) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations;
- (d) if fewer than two Full Quotations and a Weighted Average Quotation is obtained, such Weighted Average Quotation;
- (e) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained, subject as provided in the definition of Quotation, an amount that the Calculation Agent shall determine on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation is obtained; and
- (f) if two or more Full Quotations or a Weighted Average Quotation are not obtained on or prior to the fifteenth Business Day following the applicable Valuation Date, the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such fifteenth Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Reference Obligation obtained from Quotation Dealers at the Valuation Time on such fifteenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed

to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.

“Merger Event” means that at any time during the period from (and including) the Trade Date to (but excluding) the Scheduled Maturity Date the Issuer or a Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, a Reference Entity or the Issuer, as applicable, or the Issuer and a Reference Entity become Affiliates.

“Minimum Quotation Amount” means the amount specified as such in the applicable Final Terms or its equivalent in the relevant Obligation Currency (or, if no such amount is specified, the lower of (a) USD 1,000,000 (or its equivalent in the relevant Obligation Currency) and (b) the Quotation Amount).

“M(M)R Restructuring” means a Restructuring Credit Event in respect of which either “Mod R” or “Mod Mod R” is specified as applicable in the applicable Final Terms.

“Modified Eligible Transferee” means any bank, financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

“Modified Restructuring Maturity Limitation Date” means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Maturity Date. Subject to the foregoing, if the Scheduled Maturity Date is later than the 10-year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Scheduled Maturity Date.

“Next Currency Fixing Time” means 4:00 p.m. (London time) on the London Business Day immediately following the NOPS Effective Date.

“Non-Conforming Reference Obligation” means a Reference Obligation which is not a Conforming Reference Obligation.

“Non-Conforming Substitute Reference Obligation” means an obligation which would be a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation on the Substitution Date but for one or more of the same reasons which resulted in the Reference Obligation constituting a Non-Conforming Reference Obligation on the date it was issued or incurred and/or immediately prior to the Substitution Event Date (as applicable).

“Non-Financial Instrument” means any Asset which is not of the type typically traded in, or suitable for being traded in, financial markets.

“Non-Standard Reference Obligation” means the Original Non-Standard Reference Obligation or if a Substitute Reference Obligation has been determined, the Substitute Reference Obligation.

“Non-Transferable Instrument” means any Asset which is not capable of being transferred to institutional investors, excluding due to market conditions.

“Notice Delivery Date” means the first date on which both an effective Credit Event Notice and, if “Notice of Publicly Available Information” is specified as applicable in the applicable Final Terms, an effective Notice of Publicly Available Information, have been delivered by the Calculation Agent to the Issuer.

“NOPS Effective Date” means the date on which the Notice of Physical Settlement or a Physical Settlement Amendment Notice, as the case may be, is deemed given.

“Notice Delivery Period” means the period from and including the Issue Date to and including (a) the Extension Date or (b) the Postponed Maturity Date if the Maturity Date is postponed pursuant to § 6(6).

“Notice of Publicly Available Information” means an irrevocable notice from the Calculation Agent (which may be by telephone) to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice. The notice given must contain a copy, or a description in reasonable detail, of the relevant Publicly Available Information. If Notice of Publicly Available Information is specified as applying in the applicable Final Terms and a Credit Event Notice or Repudiation/Moratorium Extension Notice, as applicable, contains Publicly Available Information, such Credit Event Notice or Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available Information.

“Obligation” means:

- (a) any obligation of the Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the method described in “Method for Determining Obligations” below;
- (b) each Reference Obligation specified in the applicable Final Terms; and
- (c) any Additional Obligation of a Reference Entity specified as such in the applicable Final Terms,

in each case unless it is an Excluded Obligation.

Method for Determining Obligations. For the purposes of sub-paragraph (a) of this definition of “Obligation”, the term “Obligation” may be defined as each obligation of the Reference Entity described by the Obligation Category specified in the applicable Final Terms, and having each of the Obligation Characteristics (if any) specified in the applicable Final Terms, in each case, immediately prior to the Credit Event which is the subject of either the Credit Event Notice or the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, as applicable. The following terms shall have the following meanings:

- (A) **“Obligation Category”** means Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in the applicable Final Terms, where:
 - (1) **“Payment”** means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money;
 - (2) **“Borrowed Money”** means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding, unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit);
 - (3) **“Reference Obligation Only”** means any obligation that is a Reference Obligation and no Obligation Characteristics shall be applicable to Reference Obligation Only;
 - (4) **“Bond”** means any obligation of a type included in the “Borrowed Money” Obligation Category that is in the form of, or represented by, a bond, note (other

than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money;

- (5) **“Loan”** means any obligation of a type included in the “Borrowed Money” Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money; and
 - (6) **“Bond or Loan”** means any obligation that is either a Bond or a Loan.
- (B) **“Obligation Characteristics”** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance specified in the applicable Final Terms, where:
- (1) (a) **“Not Subordinated”** means an obligation that is not Subordinated to (I) the Reference Obligation or (II) the Prior Reference Obligation, if applicable;
 - (b) **“Subordination”** means, with respect to an obligation (the **“Second Obligation”**) and another obligation of the Reference Entity to which such obligation is being compared (the **“First Obligation”**), a contractual, trust or similar arrangement providing that (i) upon the liquidation, dissolution, reorganisation or winding up of the Reference Entity, claims of the holders of the First Obligation are required to be satisfied prior to the claims of the holders of the Second Obligation or (ii) the holders of the Second Obligation will not be entitled to receive or retain principal payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the First Obligation. “Subordinated” will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, (x) the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement or security arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign and (y) in the case of the Reference Obligation or the Prior Reference Obligation, as applicable, the ranking in priority of payment shall be determined as of the date as of which it was issued or incurred (or in circumstances where the Reference Obligation or a Prior Reference Obligation is the Standard Reference Obligation and “Standard Reference Obligation” is specified as applicable in the applicable Final Terms, then the priority of payment of the Reference Obligation or the Prior Reference Obligation, as applicable, shall be determined as of the date of selection) and, in each case, shall not reflect any change to such ranking in priority of payment after such date; and
 - (c) **“Prior Reference Obligation”** means, in circumstances where there is no Reference Obligation applicable to the Securities, (I) the Reference Obligation most recently applicable thereto, if any, and otherwise, (II) the obligation specified in the applicable Final Terms as the Reference Obligation, if any, if such Reference Obligation was redeemed on or prior to the Trade Date and otherwise, (III) any unsubordinated Borrowed Money obligation of the Reference Entity;
- (2) **“Specified Currency”** means an obligation that is payable in the currency or currencies specified as such in the related Confirmation (or, if “Specified

Currency” is specified in the applicable Final Terms and no currency is so specified, any Standard Specified Currency), provided that if the euro is a Specified Currency, “**Specified Currency**” shall also include an obligation that was previously payable in the euro, regardless of any redenomination thereafter if such redenomination occurred as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority;

- (3) “**Not Sovereign Lender**” means any obligation that is not primarily owed to (A) a Sovereign or (B) any entity or organisation established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as “Paris Club debt”;
- (4) “**Not Domestic Currency**” means any obligation that is payable in any currency other than the applicable Domestic Currency, provided that a Standard Specified Currency shall not constitute a Domestic Currency;
- (5) “**Not Domestic Law**” means any obligation that is not governed by the applicable Domestic Law, provided that the laws of England and the laws of the State of New York shall not constitute a Domestic Law;
- (6) “**Listed**” means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange; and
- (7) “**Not Domestic Issuance**” means any obligation other than an obligation that was issued (or reissued, as the case may be), or, intended to be offered for sale primarily in the domestic market of the relevant Reference Entity. Any obligation that is registered or, as a result of some other action having been taken for such purpose, is qualified for sale outside the domestic market of the relevant Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the relevant Reference Entity) shall be deemed not to be issued (or reissued, as the case may be), or intended to be offered for sale primarily in the domestic market of the Reference Entity.

“**Obligation Acceleration**” means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

“**Obligation Currency**” means the currency or currencies in which an Obligation is denominated.

“**Obligation Default**” means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (however described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

“**Original Non-Standard Reference Obligation**” means the obligation of the Reference Entity (either directly or as provider of a guarantee) which is specified as the Reference Obligation in the applicable Final Terms (if any is so specified) provided that if an obligation is not an obligation of the Reference Entity, such obligation will not constitute a valid Original Non-Standard Reference Obligation for purposes of the Securities (other

than for the purposes of determining the Seniority Level and for the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic) unless (a) expressly stated to the contrary in the applicable Final Terms, or (b) the relevant Securities are Reference Obligation Only Securities.

"Outstanding Principal Balance", in respect of an Obligation, will be calculated as follows:

- (i) first, by determining, in respect of the obligation, the amount of the Reference Entity's principal payment obligations and, where applicable in accordance with § 6(13)(b), the Reference Entity's accrued but unpaid interest payment obligations (which, in the case of a Guarantee will be the lower of (A) the Outstanding Principal Balance (including accrued but unpaid interest, where applicable) of the Underlying Obligation (determined as if references to the Reference Entity were references to the Underlying Obligor) and (B) the amount of the Fixed Cap, if any);
- (ii) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation, (A) is subject to any Prohibited Action, or (B) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (I) payment or (II) a Permitted Contingency) (the amount determined in paragraph (i) above less any amounts subtracted in accordance with this paragraph (ii), the **"Non-Contingent Amount"**); and
- (iii) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance,

in each case, determined:

- (A) unless otherwise specified, in accordance with the terms of the obligation in effect on either (I) the NOPS Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (II) the Valuation Date, as applicable; and
- (B) with respect to the Quantum of the Claim only, in accordance with any applicable laws (insofar as such laws reduce or discount the size of the claim to reflect the original issue price or accrued value of the obligation).

"Package Observable Bond" means, in respect of a Reference Entity which is a Sovereign, any obligation (a) which is identified as such and published by ISDA on its website at www.isda.org from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time and (b) which fell within paragraphs (a) or (b) of the definition of Deliverable Obligation, in each case, immediately preceding the date on which the relevant Asset Package Credit Event was legally effective.

"Payment Requirement" means the amount specified as such in the applicable Final Terms or its equivalent in the relevant Obligation Currency or, if a Payment Requirement is not specified in the applicable Final Terms, USD 1,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.

"Permitted Contingency" means, with respect to an obligation, any reduction to the Reference Entity's payment obligations:

- (a) as a result of the application of:
 - (i) any provisions allowing a transfer, pursuant to which another party may assume all of the payment obligations of the Reference Entity;
 - (ii) provisions implementing the Subordination of the obligation;

- (iii) provisions allowing for a Permitted Transfer in the case of a Qualifying Guarantee (or provisions allowing for the release of the Reference Entity from its payment obligations in the case of any other Guarantee);
 - (iv) any Solvency Capital Provisions, if "Subordinated European Insurance Terms" is specified as applicable in the applicable Final Terms; or
 - (v) provisions which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, if "Financial Reference Entity Terms" is specified as applicable in the applicable Final Terms; or
- (b) which is within the control of the holders of the obligation or a third party acting on their behalf (such as an agent or trustee) in exercising their rights under or in respect of such obligation.

"Permitted Transfer" means, with respect to a Qualifying Guarantee, a transfer to and the assumption by any single transferee of such Qualifying Guarantee (including by way of cancellation and execution of a new guarantee) on the same or substantially the same terms, in circumstances where there is also a transfer of all (or substantially all) of the assets of the Reference Entity to the same single transferee.

"Physical Settlement Period" means the number of Business Days specified as such in the applicable Final Terms or, if a number of Business Days is not so specified, then, with respect to a Deliverable Obligation comprising the Asset Amount, the longest number of Business Days for settlement in accordance with then current market practice of such Deliverable Obligation, as the Calculation Agent shall determine, provided that if the Asset Amount comprises an Asset Package in lieu of a Prior Deliverable Obligation or a Package Observable Bond, the Physical Settlement Period shall be thirty five Business Days.

"Potential Failure to Pay" means the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations.

"Potential Repudiation/Moratorium" means the occurrence of an event described in subparagraph (a) of the definition of Repudiation/Moratorium.

"Prior Deliverable Obligation" means:

- (a) if a Governmental Intervention has occurred (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement, as applicable), any obligation of the Reference Entity which (i) existed immediately prior to such Governmental Intervention, (ii) was the subject of such Governmental Intervention and (iii) fell within paragraphs (a) or (b) of the definition of Deliverable Obligation, in each case, immediately preceding the date on which such Governmental Intervention was legally effective; or
- (b) if a Restructuring which does not constitute a Governmental Intervention has occurred in respect of the Reference Obligation (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement, as applicable), such Reference Obligation, if any.

"Private-side Loan" means a Loan in respect of which the documentation governing its terms is not publicly available or capable of being made public without violating a law, agreement, understanding or other restriction regarding the confidentiality of such information.

"Prohibited Action" means any counterclaim, defense (other than a counterclaim or defense based on the factors set forth in paragraphs (a) to (d) of the definition of Credit Event) or right of set-off by or of the Reference Entity or any applicable Underlying Obligor.

"Publicly Available Information" means:

(a) information that reasonably confirms any of the facts relevant to the determination that the Credit Event or Potential Repudiation/Moratorium, as applicable, described in a Credit Event Notice or Repudiation/Moratorium Extension Notice have occurred and which:

(i) has been published in or on not less than the Specified Number of Public Sources (regardless of whether the reader or user thereof pays a fee to obtain such information);

(ii) is information received from or published by (A) the Reference Entity (or, if the Reference Entity is a Sovereign, any agency, instrumentality, ministry, department or other authority thereof acting in a governmental capacity (including, without limiting the foregoing, the central bank) of such Sovereign), or (B) a trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; or

(iii) is information contained in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body,

provided that where any information of the type described in sub-paragraphs (ii) or (iii) above is not publicly available, it can only constitute Publicly Available Information if it can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

(b) In relation to any information of the type described in sub-paragraphs (a)(ii) and (iii) above, the Calculation Agent may assume that such information has been disclosed to it without violating any law, agreement or understanding or other restriction regarding the confidentiality of such information and that the entity delivering such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to the Calculation Agent.

(c) Without limitation, Publicly Available Information need not state:

(i) in relation to the definition of "Downstream Affiliate", the percentage of Voting Shares owned by the Reference Entity; and

(ii) that the relevant occurrence:

(A) has met the Payment Requirement or Default Requirement;

(B) is the result of exceeding any applicable Grace Period; or

(C) has met the subjective criteria specified in certain Credit Events.

(d) In relation to a Repudiation/Moratorium Credit Event, Publicly Available Information must relate to the events described in both paragraphs (a) and (b) of the definition of Repudiation/Moratorium.

“Public Source” means each source of Publicly Available Information specified as such in the applicable Final Terms (or, if a source is not specified, each of Bloomberg, Reuters, Dow Jones Newswires, The Wall Street Journal, The New York Times, Nihon Keizai Shimbun, Asahi Shimbun, Yomiuri Shimbun, Financial Times, La Tribune, Les Echos, The Australian Financial Review and Debtwire (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources).

“Qualifying Affiliate Guarantee” means a Qualifying Guarantee provided by the Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of the Reference Entity.

“Qualifying Guarantee” means a guarantee evidenced by a written instrument (which may include a statute or regulation), pursuant to which the Reference Entity irrevocably agrees, undertakes, or is otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an Underlying Obligation for which the Underlying Obligor is the obligor, by guarantee of payment and not by guarantee of collection (or, in either case, any legal arrangement which is equivalent thereto in form under the relevant governing law).

A Qualifying Guarantee shall not include any guarantee:

- (a) which is structured as a surety bond, financial guarantee insurance policy or letter of credit (or any legal arrangement which is equivalent thereto in form); or
- (b) pursuant to the terms applicable thereto, the principal payment obligations of the Reference Entity can be discharged, released, reduced, assigned or otherwise altered as a result of the occurrence or non-occurrence of an event or circumstance, in each case, other than:
 - (i) by payment;
 - (ii) by way of Permitted Transfer;
 - (iii) by operation of law;
 - (iv) due to the existence of a Fixed Cap; or
 - (v) due to:
 - (A) provisions permitting or anticipating a Governmental Intervention, if “Financial Reference Entity Terms” is specified as applicable in the applicable Final Terms; or
 - (B) any Solvency Capital Provisions, if “Subordinated European Insurance Terms” is specified as applicable in the applicable Final Terms.

If the guarantee or Underlying Obligation contains provisions relating to the discharge, release, reduction, assignment or other alteration of the principal payment obligations of the Reference Entity and such provisions have ceased to apply or are suspended at the time of the relevant determination, in accordance with the terms of such guarantee or Underlying Obligation, due to or following the occurrence of (I) a non-payment in respect of the guarantee or the Underlying Obligation, or (II) an event of the type described in the definition of Bankruptcy in respect of the Reference Entity or the Underlying Obligor, then it shall be deemed for these purposes that such cessation or suspension is permanent, notwithstanding the terms of the guarantee or Underlying Obligation.

In order for a guarantee to constitute a Qualifying Guarantee:

- (x) the benefit of such guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation; and
- (y) if a guarantee contains a Fixed Cap, all claims to any amounts which are subject to such Fixed Cap must be capable of being Delivered together with the Delivery of such guarantee.

“Qualifying Participation Seller” means any participation seller that meets the requirements specified in the applicable Final Terms. If no such requirements are specified, there shall be no Qualifying Participation Seller.

“Quantum of the Claim” means the lowest amount of the claim which could be validly asserted against the Reference Entity in respect of the Non-Contingent Amount if the obligation had become redeemable, been accelerated, terminated or had otherwise become due and payable at the time of the relevant determination, provided that the Quantum of the Claim cannot exceed the Non-Contingent Amount.

“Quotation” means each Full Quotation and the Weighted Average Quotation obtained and expressed as a percentage of the Reference Obligation’s Outstanding Principal Balance or Due and Payable Amount, as applicable, with respect to a Valuation Date in the manner that follows:

- (a) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the fifteenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers and, if two or more Full Quotations are not available, a Weighted Average Quotation.
- (b) If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation on the same Business Day on or prior to the fifteenth Business Day following the applicable Valuation Date the Quotations shall be deemed to be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such fifteenth Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Reference Obligation obtained from Quotation Dealers at the Valuation Time on such fifteenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.

“Quotation Amount” means the amount specified as such in the applicable Final Terms (which may be specified by reference to an amount in a currency or by reference to a Representative Amount) or, if no amount is so specified, the aggregate outstanding principal amount of the Securities of the Securities or, if the Securities were on the Issue Date linked to a portfolio of Reference Entities (for the avoidance of doubt this does not include Securities to which § 6(16) below applies), the proportion of the aggregate principal amount of the Securities that the Calculation Agent determines is referable to the credit protection purchased by the Issuer under the Securities in relation to the relevant Reference Entity (or, in any case, its equivalent in the relevant Obligation Currency, which shall be converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained).

“Quotation Dealer” means a dealer (other than Deutsche Bank AG, London Branch) in obligations of the type of Obligation(s) for which Quotations are to be obtained, including each Quotation Dealer specified in the applicable Final Terms. If no Quotation Dealers are

specified in the applicable Final Terms, the Calculation Agent shall select the Quotation Dealers in its sole and absolute discretion. Upon a Quotation Dealer no longer being in existence (with no successors), or not being an active dealer in the obligations of the type for which Quotations are to be obtained, the Calculation Agent may substitute any other Quotation Dealer(s) for such Quotation Dealer(s).

“Quotation Method” means the applicable Quotation Method specified in the applicable Final Terms by reference to one of the following terms:

- (a) **“Bid”** means that only bid quotations shall be requested from Quotation Dealers;
- (b) **“Offer”** means that only offer quotations shall be requested from Quotation Dealers; or
- (c) **“Mid-market”** means that bid and offer quotations shall be requested from Quotation Dealers and shall be averaged for purposes of determining a relevant Quotation Dealer’s quotation.

If a Quotation Method is not specified in the applicable Final Terms, Bid shall apply.

“Redemption Amount” means, for the purposes of § 5(1) and in respect of each principal amount of Securities equal to the Calculation Amount, the amount specified as such in the applicable Final Terms.

“Reference Entity” means the entity specified as such in the applicable Final Terms. Any Successor to the Reference Entity either (a) identified by the Calculation Agent pursuant to the definition of “Successor” in this § 6(10) on or following the Trade Date or (b) identified pursuant to a DC Resolution in respect of a Successor Resolution Request Date and publicly announced by the DC Secretary on or following the Trade Date shall, in each case, with effect from the Succession Date be the Reference Entity for the purposes of the relevant Securities, unless in the case of sub-paragraph (b) the Calculation Agent, acting in good faith and a commercially reasonable manner and taking into account the differences between the definition of Successor under the 2014 Definitions and the definition of Successor hereunder and such other factor(s) as it deems appropriate, determines that it is inappropriate to follow such DC Resolution for the purposes of the Securities.

“Reference Obligation” means the Standard Reference Obligation, if any, unless:

- (a) "Standard Reference Obligation" is specified as not applicable in the applicable Final Terms, in which case the Reference Obligation will be the Non-Standard Reference Obligation, if any; or
- (b) (i) "Standard Reference Obligation" is specified as applicable in the applicable Final Terms (or no election is specified in the applicable Final Terms), (ii) there is no Standard Reference Obligation and (iii) a Non-Standard Reference Obligation is specified in the applicable Final Terms, in which case the Reference Obligation will be (A) the Non-Standard Reference Obligation to but excluding the first date of publication of the Standard Reference Obligation and (B) the Standard Reference Obligation from such date onwards, provided that the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation.

“Reference Obligation Only Securities” means any Securities in respect of which (a) "Reference Obligation Only" is specified as the Obligation Category in the applicable Final Terms and (b) "Standard Reference Obligation" is specified as not applicable in the applicable Final

Terms. If the Securities are Reference Obligation Only Securities and the event set out in paragraph (i) of the definition of Substitution Event occurs with respect to the Reference Obligation, the provisions of §6(14)(a), §6(14)(b) or §6(16)(c), as applicable, below shall apply. Notwithstanding the definition of Substitute Reference Obligation herein (i) no Substitute Reference Obligation shall be determined in respect of Securities which are Reference Obligation Only Securities and (ii) if the Securities are Reference Obligation Only Securities and the events set out in paragraph (ii) or (iii) of the definition of Substitution Event occur with respect to the Reference Obligation, such Reference Obligation shall continue to be the Reference Obligation.

"Relevant Guarantee" means a Qualifying Affiliate Guarantee or, if "All Guarantees" is specified as applicable in the applicable Final Terms, a Qualifying Guarantee.

"Relevant Holder" means a holder of the Prior Deliverable Obligation or Package Observable Bond, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as applicable, immediately prior to the relevant Asset Package Credit Event, equal to the Outstanding Amount specified in respect of such Prior Deliverable Obligation or Package Observable Bond in the Notice of Physical Settlement or Physical Settlement Amendment Notice, as applicable.

"Relevant Obligations" means the Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" and which are outstanding immediately prior to the Succession Date (or, if there is a Steps Plan, immediately prior to the legally effective date of the first succession), provided that:

- (i) any Bonds or Loans outstanding between the Reference Entity and any of its Affiliates, or held by the Reference Entity, shall be excluded;
- (ii) if there is a Steps Plan, the Calculation Agent shall, for purposes of the determination required to be made under paragraph (a) of the definition of Successor, make the appropriate adjustments required to take account of any Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" that are issued, incurred, redeemed, repurchased or cancelled from and including the legally effective date of the first succession to and including the Succession Date;
- (iii) if "Financial Reference Entity Terms" is specified as applicable in the applicable Final Terms and (a) the Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (b) there is no Reference Obligation or Prior Reference Obligation, the Relevant Obligations shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan"; and
- (iv) if "Financial Reference Entity Terms" is specified as applicable in the applicable Final Terms and the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, Relevant Obligations shall exclude Senior Obligations and any Further Subordinated Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan", provided that if no such Relevant Obligations exist, "Relevant Obligations" shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan".

"Representative Amount" means an amount that is representative for a single transaction in the relevant market and at the relevant time, which amount the Calculation Agent shall determine.

"Repudiation/Moratorium" means the occurrence of both of the following events:

- (a) an authorised officer of the Reference Entity or a Governmental Authority:

- (i) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or
 - (ii) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and
- (b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

“Repudiation/Moratorium Evaluation Date” means, if a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Maturity Date, (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (i) the date that is sixty days after the date of such Potential Repudiation/Moratorium and (ii) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date) and (b) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is sixty days after the date of such Potential Repudiation/Moratorium.

“Repudiation/Moratorium Extension Condition” means:

- (i) if DC Determinations is specified in the applicable Final Terms, the public announcement by the DC Secretary, pursuant to a valid request that was delivered and effectively received on or prior to the date that is fourteen calendar days after the Scheduled Maturity Date, that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Repudiation/Moratorium with respect to an Obligation of the Reference Entity has occurred on or prior to the Scheduled Maturity Date, unless the DC Resolutions in respect of which the Calculation Agent acting in good faith and in a commercially reasonable manner and taking into account the differences between the definition of Potential Repudiation/Moratorium under the 2014 Definitions and the definition of Potential Repudiation/Moratorium hereunder and such other factor(s) as it deems appropriate, determines are inappropriate to follow for the purposes of the Securities, or
- (ii) otherwise, the delivery of a Repudiation/Moratorium Extension Notice and, if specified as applicable in the applicable Final Terms, Notice of Publicly Available Information by the Calculation Agent to the Issuer that is effective on or prior to the Scheduled Maturity Date or, if § 6(6)(y) applies, the Postponed Maturity Date.

In all cases if DC Determinations is specified in the applicable Final Terms, the Repudiation/Moratorium Extension Condition will be deemed not to have been satisfied, or not capable of being satisfied, if, or to the extent that, the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved that either (A) an event does not constitute a Potential Repudiation/Moratorium with respect to an Obligation of the Reference Entity, or (B) an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the Reference Entity but that such event occurred after the Scheduled Maturity Date, unless the DC Resolutions in respect of which the Calculation Agent acting in good faith and in a commercially reasonable manner and taking into account the differences between the definition of Potential Repudiation/Moratorium under the 2014 Definitions and the definition of Potential Repudiation/Moratorium hereunder and such other factor(s) as it deems appropriate, determines are inappropriate to follow for the purposes of the Securities.

“Repudiation/Moratorium Extension Notice” means an irrevocable notice (which may be by telephone) from the Calculation Agent to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that describes a Potential Repudiation/Moratorium

that occurred on or prior to the Scheduled Maturity Date. A Repudiation/Moratorium Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium Extension Notice need not be continuing on the date the Repudiation/Moratorium Extension Notice is effective.

“Restructured Bond or Loan” means an Obligation which is a Bond or Loan and in respect of which the relevant Restructuring has occurred.

“Restructuring” means, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of the Obligation to bind all the holders of such Obligation or is announced (or otherwise decreed) by the Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation (including, in each case, in respect of Bonds only, by way of an exchange), and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the Trade Date or, if earlier and if specified as applicable in the applicable Final Terms, the Credit Event Backstop Date and the date as of which such Obligation is issued or incurred:

- (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redomination);
- (ii) a reduction in the amount of principal or premium payable at redemption (including by way of redomination);
- (iii) a postponement or other deferral of a date or dates for either (i) the payment or accrual of interest, or (ii) the payment of principal or premium;
- (iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
- (v) any change in the currency of any payment of interest, principal or premium to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

Notwithstanding the above provisions, none of the following shall constitute a Restructuring:

- (a) the payment in euros of interest, principal or premium in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;
- (b) the redenomination from euros into another currency, if (A) the redenomination occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority and (B) a freely available market rate of conversion between euros and such other currency existed at the time of such redenomination and there is no reduction in the rate or amount of interest, principal or premium payable, as determined by reference to such freely available market rate of conversion;
- (c) the occurrence of, agreement to or announcement of any of the events described in (i) to (v) above due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and

- (d) the occurrence of, agreement to or announcement of any of the events described in (i) to (v) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity, provided that in respect of (v) above only, no such deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

For purposes of the definition of Restructuring and § 6(12), the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying Obligation, references to the Reference Entity in the initial paragraph and sub-paragraphs (i) to (v) of the definition of Restructuring shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in the second paragraph of this definition of Restructuring shall continue to refer to the Reference Entity.

If an exchange has occurred, the determination as to whether one of the events described under (i) to (v) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

“Restructuring Date” means the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

“Restructuring Maturity Limitation Date” means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Maturity Date. Notwithstanding the foregoing, if the final maturity date of the Restructured Bond or Loan with the latest final maturity date of any Restructured Bond or Loan occurs prior to the 2.5-year Limitation Date (such Restructured Bond or Loan, a **“Latest Maturity Restructured Bond or Loan”**) and the Scheduled Maturity Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan.

“Revised Currency Rate” means, with respect to a Replacement Deliverable Obligation specified in a Physical Settlement Amendment Notice, the rate of conversion between the currency in which the Replaced Deliverable Obligation Outstanding Amount is denominated and the currency in which the Outstanding Amount of such Replacement Deliverable Obligation is denominated that is determined either (a) by reference to the Currency Rate Source as at the Next Currency Fixing Time, or (b) if such rate is not available at such time, as the Calculation Agent shall determine in a commercially reasonable manner.

“Senior Obligation” means any obligation which is not Subordinated to any unsubordinated Borrowed Money obligation of the Reference Entity.

“Seniority Level” means, with respect to an obligation of the Reference Entity, (a) “Senior Level” or “Subordinated Level” as specified in the applicable Final Terms, or (b) if no such seniority level is specified in the applicable Final Terms, “Senior Level” if the Original Non-Standard Reference Obligation is a Senior Obligation or “Subordinated Level” if the Original Non-Standard Reference Obligation is a Subordinated Obligation, failing which (c) “Senior Level”.

“Senior Obligation” means any obligation which is not Subordinated to any unsubordinated Borrowed Money obligation of the Reference Entity.

“Settlement Currency” means the currency specified as such in the applicable Final Terms, or if no currency is specified in the applicable Final Terms, the Specified Currency of the Securities.

“Settlement Date” means the last day of the longest Physical Settlement Period following:

- (x) the occurrence of the relevant Credit Event Determination Date; or
- (y) if Physical Settlement is the applicable Fallback Settlement Method, (1) if § 6(1)(x) above applies, the earlier to occur of the No Auction Announcement Date, the Auction Cut-Off Date, the Calculation Agent No Auction Determination Date or the Auction Cancellation Date or (2) if § 6(1)(y) above applies, the Credit Event Determination Date,

(in either case, the **“Scheduled Settlement Date”**) provided that if a Hedge Disruption Event has occurred and is continuing on the second Business Day immediately preceding the Scheduled Settlement Date, the Settlement Date shall be the earlier of (i) the second Business Day following the date on which no Hedge Disruption Event subsists and (ii) the day falling 60 Business Days following the Scheduled Settlement Date.

“Solvency Capital Provisions” means any terms in an obligation which permit a Reference Entity's payment obligations thereunder to be deferred, suspended, cancelled, converted, reduced or otherwise varied and which are necessary in order for the obligation to constitute capital resources of a particular tier.

“Sovereign” means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority acting in a governmental capacity (including, without limiting the foregoing, the central bank) thereof.

“Sovereign Restructured Deliverable Obligation” means an Obligation of a Reference Entity which is a Sovereign (either directly or as provider of a Relevant Guarantee) (a) in respect of which a Restructuring that is the subject of the Credit Event Notice or DC Credit Event Announcement, as applicable, has occurred and (b) which fell within paragraph (a) of the definition of a Deliverable Obligation immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

“Sovereign Succession Event” means, with respect to a Reference Entity that is a Sovereign, an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other similar event.

“Specified Number” means the number of Public Source(s) specified in the applicable Final Terms (or, if no such number is specified, two).

“SRO List” means the list of Standard Reference Obligations as published by ISDA on its website at www.isda.org from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time.

“Standard Reference Obligation” means the obligation of the Reference Entity with the relevant Seniority Level which is specified from time to time on the SRO List.

“Steps Plan” means a plan evidenced by Eligible Information contemplating that there will be a series of successions to some or all of the Relevant Obligations of the Reference Entity, by one or more entities.

“Steps Plan” means a plan evidenced by Eligible Information contemplating that there will be a series of successions to some or all of the Relevant Obligations of the Reference Entity, by one or more entities.

“Subordinated Obligation” means any obligation which is Subordinated to any unsubordinated Borrowed Money obligation of the Reference Entity or which would be so Subordinated if any unsubordinated Borrowed Money obligation of the Reference Entity existed.

“Substitute Reference Obligation” means, with respect to a Non-Standard Reference Obligation to which a Substitution Event has occurred, the obligation that will replace the Non-Standard Reference Obligation, determined by the Calculation Agent as follows:

- (a) The Calculation Agent shall identify the Substitute Reference Obligation in accordance with paragraphs (c), (d) and (e) below to replace the Non-Standard Reference Obligation; provided that the Calculation Agent will not identify an obligation as the Substitute Reference Obligation if, at the time of the determination, such obligation has already been rejected as the Substitute Reference Obligation by the relevant Credit Derivatives Determinations Committee and such obligation has not changed materially since the date of the relevant DC Resolution, unless the DC Resolution in respect of which the Calculation Agent acting in good faith and in a commercially reasonable manner and taking into account the differences between the definition of Reference Obligation and Substitute Reference Obligation under the 2014 Definitions and those definitions hereunder and such other factor(s) as it deems appropriate, determines are inappropriate to follow for the purposes of the Securities.
- (b) If any of the events set forth under paragraph (i) or (iii) of the definition of Substitution Event have occurred with respect to the Non-Standard Reference Obligation, the Non-Standard Reference Obligation will cease to be the Reference Obligation (other than for purposes of the “Not Subordinated” Obligation Characteristic or “Not Subordinated” Deliverable Obligation Characteristic and paragraph (c)(ii) below). If the event set forth in paragraph (ii) of the definition of Substitution Event has occurred with respect to the Non-Standard Reference Obligation and no Substitute Reference Obligation is available, the Non-Standard Reference Obligation will continue to be the Reference Obligation until the Substitute Reference Obligation is identified or, if earlier, until any of the events set forth under paragraph (i) or (iii) of the definition of Substitution Event occur with respect to such Non-Standard Reference Obligation.
- (c) The Substitute Reference Obligation shall be an obligation that on the Substitution Date:
 - (i) is a Borrowed Money obligation of the Reference Entity (either directly or as provider of a guarantee);
 - (ii) satisfies the Not Subordinated Deliverable Obligation Characteristic as of the date it was issued or incurred (without reflecting any change to the priority of payment after such date) and on the Substitution Date; and
 - (iii) (A) if the Non-Standard Reference Obligation was a Conforming Reference Obligation when issued or incurred and immediately prior to the Substitution Event Date:
 - (I) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation; or if no such obligation is available,
 - (II) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation;
 - (B) if the Non-Standard Reference Obligation was a Bond (or any other Borrowed Money obligation other than a Loan) which was a Non-Conforming Reference Obligation when issued or incurred and/or immediately prior to the Substitution Event Date:
 - (I) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,

- (II) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation; or if no such obligation is available,
 - (III) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
 - (IV) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation; or
- (C) if the Non-Standard Reference Obligation was a Loan which was a Non-Conforming Reference Obligation when incurred and/or immediately prior to the Substitution Event Date:
- (I) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
 - (II) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,
 - (III) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation; or if no such obligation is available,
 - (IV) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation.
- (d) If more than one potential Substitute Reference Obligation is identified pursuant to the process described in paragraph (c) above, the Substitute Reference Obligation will be the potential Substitute Reference Obligation that most closely preserves the economic equivalent of the delivery and/or payment obligations of the Issuer under the Securities, as determined by the Calculation Agent. The Calculation Agent will notify (which notification may be by telephone) the Issuer of the Substitute Reference Obligation as soon as reasonably practicable after it has been identified in accordance with paragraph (c) above and the Substitute Reference Obligation shall replace the Non-Standard Reference Obligation immediately upon such notification.
- (e) If a Substitution Event has occurred with respect to the Non-Standard Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for the Non-Standard Reference Obligation, then, subject to paragraph (a) above and notwithstanding the fact that the Non-Standard Reference Obligation may have ceased to be the Reference Obligation in accordance with paragraph (b) above, the Calculation Agent shall continue to attempt to identify the Substitute Reference Obligation.
- (f) For the avoidance of doubt, no Substitute Reference Obligation shall be determined in respect of any Securities that are Reference Obligation Only Securities.

“Substitution Date” means, with respect to a Substitute Reference Obligation, the date on which the Calculation Agent notifies (which notification may be by telephone) the Issuer of the Substitute Reference Obligation that it has identified in accordance with the definition of Substitute Reference Obligation.

“Substitution Event” means, with respect to the Non-Standard Reference Obligation:

- (i) the Non-Standard Reference Obligation is redeemed in whole;
- (ii) the aggregate amounts due under the Non-Standard Reference Obligation have been reduced by redemption or otherwise below USD 10,000,000 (or its equivalent in the relevant Obligation Currency, as determined by the Calculation Agent); or
- (iii) for any reason, other than due to the existence or occurrence of a Credit Event, the Non-Standard Reference Obligation is no longer an obligation of the Reference Entity (either directly or as provider of a guarantee).

For purposes of identification of the Non-Standard Reference Obligation, any change in the Non-Standard Reference Obligation's CUSIP or ISIN number or other similar identifier will not, in and of itself, constitute a Substitution Event. If an event described in paragraph (i) or (ii) above has occurred on or prior to the Trade Date, then a Substitution Event shall be deemed to have occurred pursuant to paragraph (i) or (ii), as the case may be, on the Trade Date.

“Substitution Event Date” means, with respect to the Reference Obligation, the date of the occurrence of the relevant Substitution Event.

“Succession Date” means the legally effective date of an event in which one or more entities succeed to some or all of the Relevant Obligations of the Reference Entity; provided that if at such time, there is a Steps Plan, the Succession Date will be the legally effective date of the final succession in respect of such Steps Plan, or if earlier (i) the date on which a determination pursuant to paragraph (a) of the definition of Successor would not be affected by any further related successions in respect of such Steps Plan, or (ii) the occurrence of a Credit Event Determination Date or, if DC Determinations is specified in the applicable Final Terms and a Credit Event Determination Date occurs, the occurrence of the relevant Credit Event Resolution Request Date, in each case in respect of the Reference Entity or any entity which would constitute a Successor.

“Successor” means, subject to paragraph (c) below:

- (a) the entity or entities, if any, determined as set forth below:
 - (i) subject to paragraph (vii) below, if one entity succeeds, either directly or as a provider of a Relevant Guarantee, to seventy-five per cent. or more of the Relevant Obligations of the Reference Entity, that entity will be the sole Successor;
 - (ii) if only one entity succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent. (but less than seventy-five per cent.) of the Relevant Obligations of the Reference Entity, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than twenty-five per cent. of the Relevant Obligations will be the sole Successor;
 - (iii) if more than one entity each succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent of the Relevant Obligations of the Reference Entity, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than twenty-five per cent of the Relevant Obligations will each be a Successor and these Terms and Conditions and/or the applicable Final Terms will be adjusted as provided below;
 - (iv) if one or more entity each succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity, and more than twenty-five per cent. of the Relevant Obligations

of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor and these Terms and Conditions and/or the applicable Final Terms will be adjusted as provided below;

- (v) if one or more entities succeeds, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the Reference Entity will not be changed in any way as a result of such succession; and
 - (vi) if one or more entities succeeds, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations will be the Successor (provided that if two or more entities succeed to an equal percentage of Relevant Obligations, each such entity will be a Successor and these Terms and Conditions and/or the applicable Final Terms will be adjusted as provided below); and
 - (vii) in respect of a Reference Entity which is not a Sovereign, if one entity assumes all of the obligations (including at least one Relevant Obligation) of the Reference Entity, and at the time of the determination either (A) the Reference Entity has ceased to exist, or (B) the Reference Entity is in the process of being dissolved (howsoever described) and the Reference Entity has not issued or incurred any Borrowed Money obligation at any time since the legally effective date of the assumption, such entity (the “**Universal Successor**”) will be the sole Successor.
- (b) The Calculation Agent will be responsible for determining, as soon as reasonably practicable after delivery of a Successor Notice and with effect from the Succession Date, any Successor or Successors under paragraph (a) above; provided that the Calculation Agent will not make such determination if, at the time of determination, the DC Secretary has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that there is no Successor based on the relevant succession to Relevant Obligations, unless the Calculation Agent, acting in good faith and in a commercially reasonable manner and taking into account the differences between the definition of Successor under the 2014 Definitions and the definition of Successor hereunder and such other factor(s) as it deems appropriate, determines that it is inappropriate to follow such DC Resolutions for the purposes of the Securities.

The Calculation Agent will make all calculations and determinations required to be made under this definition of Successor on the basis of Eligible Information and as soon as practicable after any such calculation or determination will notify (which notification may be by telephone) the Issuer of such calculation or determination and make such calculation or determination available for inspection by Securityholder(s) at the specified office of the Fiscal Agent.

In calculating the percentages used to determine whether an entity qualifies as a Successor under paragraph (a) above, if there is a Steps Plan, the Calculation Agent shall consider all related successions in respect of such Steps Plan in aggregate as if forming part of a single succession.

- (c) An entity may only be a Successor if:
 - (i) either (A) the related Succession Date occurs on or after the Successor Backstop Date, or (B) such entity is a Universal Successor in respect of which the Succession Date occurred on or after 1 January 2014;

- (ii) the Reference Entity had at least one Relevant Obligation outstanding immediately prior to the Succession Date and such entity succeeds to all or part of at least one Relevant Obligation of the Reference Entity; and
 - (iii) where the Reference Entity is a Sovereign, such entity succeeded to the Relevant Obligations by way of a Sovereign Succession Event.
- (d) For purposes of this definition of Successor, “**succeed**” means, with respect to a Reference Entity and its Relevant Obligations, that an entity other than the Reference Entity (i) assumes or becomes liable for such Relevant Obligations whether by operation of law or pursuant to any agreement (including, with respect to a Reference Entity that is a Sovereign, any protocol, treaty, convention, accord, concord, entente, pact or other agreement), or (ii) issues Bonds or incurs Loans (the “**Exchange Bonds or Loans**”) that are exchanged for Relevant Obligations, and in either case the Reference Entity is not thereafter a direct obligor or a provider of a Relevant Guarantee with respect to such Relevant Obligations or such Exchange Bonds or Loans, as applicable. For purposes of this definition of Successor, “**succeeded**” and “**succession**” shall be construed accordingly.
- (e) In the case of an exchange offer, the determination required pursuant to paragraph (a) above shall be made on the basis of the outstanding principal balance of Relevant Obligations exchanged and not on the basis of the outstanding principal balance of the Exchange Bonds or Loans.
- (f) If two or more entities (each, a “**Joint Potential Successor**”) jointly succeed to a Relevant Obligation (the “**Joint Relevant Obligation**”) either directly or as a provider of a Relevant Guarantee, then (i) if the Joint Relevant Obligation was a direct obligation of the Reference Entity, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as direct obligor or obligors, or (ii) if the Joint Relevant Obligation was a Relevant Guarantee, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as guarantor or guarantors, if any, or otherwise by each Joint Potential Successor in equal parts.
- (g) Where, pursuant to paragraph (a)(iii), (iv) or (vi) above, more than one Successor has been identified, the Calculation Agent shall adjust such of the Terms and Conditions and/or the applicable Final Terms as it in its sole and absolute discretion acting in a commercially reasonable manner shall determine to be appropriate to reflect that the relevant Reference Entity has been succeeded by more than one Successor and shall determine the effective date of that adjustment. The Calculation Agent shall be deemed to be acting in a commercially reasonable manner if it adjusts such of the Terms and Conditions and/or the applicable Final Terms in such a manner as to reflect the adjustment to and/or division of any credit derivative transaction(s) related to or underlying the Securities under the provisions of the 2014 Definitions.
- (h) Upon the Calculation Agent making such adjustment, the Issuer shall give notice as soon as practicable to Securityholders in accordance with § [12]/[15], stating the adjustment to the Terms and Conditions and/or the applicable Final Terms and giving brief details of the relevant succession.

“**Successor Backstop Date**” means for purposes of any Successor determination determined by DC Resolution, the date that is ninety calendar days prior to the Successor Resolution Request Date otherwise, the date that is ninety calendar days prior to the earlier of (i) the date on which the Successor Notice is effective and (ii) in circumstances where (A) a Successor Resolution Request Date has occurred, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination and (C) the Successor Notice is delivered by the Calculation Agent to the Issuer not more than

fourteen calendar days after the day on which the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination, the Successor Resolution Request Date, unless the Calculation Agent acting in good faith and in a commercially reasonable manner and taking into account the differences between the definition of Successor under the 2014 Definitions and the definition of Successor hereunder and such other factor(s) as it deems appropriate, determines the DC Resolutions the subject of such request inappropriate to follow for the purposes of the Securities. The Successor Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention and/or Credit Business Day Convention.

“Successor Notice” means an irrevocable notice from the Calculation Agent (which may be by telephone) to the Issuer that describes a succession (or, in relation to a Reference Entity that is a Sovereign, a Sovereign Succession Event) in respect of which a Succession Date has occurred and pursuant to which one or more Successors to the Reference Entity can be determined.

A Successor Notice must contain a description in reasonable detail of the facts relevant to the determination to be made pursuant to paragraph (a) of the definition of Successor.

“Successor Resolution Request Date” means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve one or more Successors to the Reference Entity, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

“TARGET Settlement Day” means any day on which TARGET2 System is open.

“TARGET2 System” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System.

“Trade Date” means the date specified as such in the applicable Final Terms.

“Undeliverable Obligation” means a Deliverable Obligation included in the Asset Amount which, on the Settlement Date for such Deliverable Obligation, the Calculation Agent determines for any reason (including without limitation, failure of the relevant clearance system or due to any law, regulation, court order or market conditions or the non-receipt of any requisite consents with respect to the Delivery of Loans) it is impossible or illegal to Deliver on the Settlement Date.

“Unwind Costs” means:

- (a) the amount specified in the applicable Final Terms; or
- (b) if **“Standard Unwind Costs”** are specified in the applicable Final Terms, an amount determined by the Calculation Agent (which may be positive, negative or zero) equal to the sum of (without duplication):
 - (i) the sum of (without duplication) all costs, expenses (including loss of funding), tax and duties incurred by the Issuer (as applicable zero or expressed as a positive amount); and
 - (ii) any gains realised by the Issuer (as applicable zero or expressed as a negative amount),

in either case in connection with the redemption of the Securities and the related termination, settlement or re-establishment of any hedge or related trading position, such amount to be

apportioned *pro rata* amongst each principal amount of Securities equal to the Calculation Amount.

“Valuation Date” means (a) where Physical Delivery is specified as applicable in the applicable Final Terms, the day falling three Business Days after the Final Delivery Date, or (b) where Cash Settlement is specified as applicable in the applicable Final Terms, (A) if “Single Valuation Date” is specified in the applicable Final Terms, the date that is (i) the number of Business Days specified in the Final Terms or (ii), if the number of Business Days is not so specified, five Business Days, in either case after (x) the Credit Event Determination Date or (y) if Cash Settlement is the applicable Fallback Settlement Method, (1) if § 6(1)(x) above applies, the earlier to occur of the No Auction Announcement Date, the Auction Cut-Off Date, the Calculation Agent No Auction Determination Date or the Auction Cancellation Date or (2) if § 6(1)(y) above applies, the Credit Event Determination Date, and (B) if “Multiple Valuation Dates” is specified in the applicable Final Terms, each of the following dates:

- (i) the date that is the number of Business Days specified in the applicable Final Terms after (x) the Credit Event Determination Date or (y) if Cash Settlement is the applicable Fallback Settlement Method, (1) if § 6(1)(x) above applies, the earlier to occur of the No Auction Announcement Date, the Auction Cut-Off Date, the Calculation Agent No Auction Determination Date or the Auction Cancellation Date or (2) if § 6(1)(y) above applies, the Credit Event Determination Date (or in either case if the number of Business Days is not specified, five Business Days); and
- (ii) each successive date that is the number of Business Days specified in the applicable Final Terms (or if the number of Business Days is not so specified, five Business Days) after the date on which the Calculation Agent obtains a Market Value with respect to the immediately preceding Valuation Date.

When “Multiple Valuation Dates” is specified in the applicable Final Terms, the total number of Valuation Dates shall be equal to the number of Valuation Dates specified in the applicable Final Terms (or, if the number of Valuation Dates is not so specified, five Valuation Dates).

If neither “Single Valuation Date” nor “Multiple Valuation Dates” is specified in the applicable Final Terms, Single Valuation Date shall apply.

“Valuation Method”:

- (a) The following Valuation Methods may be specified in the applicable Final Terms for a Series with only one Valuation Date:
 - (i) **“Market”** means the Market Value determined by the Calculation Agent with respect to the Valuation Date; or
 - (ii) **“Highest”** means the highest Quotation obtained by the Calculation Agent with respect to the Valuation Date.

If no such Valuation Method is specified in the applicable Final Terms, the Valuation Method shall be Highest.

- (b) The following Valuation Methods may be specified in the applicable Final Terms for a Series with more than one Valuation Date:
 - (i) **“Average Market”** means the unweighted arithmetic mean of the Market Values determined by the Calculation Agent with respect to each Valuation Date; or
 - (ii) **“Highest”** means the highest Quotation obtained by the Calculation Agent with respect to any Valuation Date; or

- (iii) **“Average Highest”** means the unweighted arithmetic mean of the highest Quotations obtained by the Calculation Agent with respect to each Valuation Date.

If no such Valuation Method is specified in the applicable Final Terms, the Valuation Method shall be Average Highest.

- (c) Notwithstanding sub-paragraphs (a) and (b) above, if Quotations include Weighted Average Quotations or fewer than two Full Quotations, the Valuation Method shall be Market or Average Market, as the case may be.

“Valuation Time” means the time specified as such in the applicable Final Terms (or, if no such time is specified, 11:00 a.m. in the principal trading market for the Reference Obligation).

“Voting Shares” means those shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

“Weighted Average Quotation” means, in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Reference Obligation with an Outstanding Principal Balance or Due and Payable Amount, as applicable, of as large a size as available but less than the Quotation Amount (but of a size at least equal to the Minimum Quotation Amount) that in aggregate are approximately equal to the Quotation Amount.

(11) *Credit Event Notice after Restructuring.*

If § 6(11) is specified as applicable in the applicable Final Terms, then, notwithstanding anything to the contrary in these Terms and Conditions, upon the occurrence of a Restructuring:

- (a) the Calculation Agent may deliver a Credit Event Notice with respect to such Restructuring in respect of an amount (the **“Partial Redemption Amount”**) that is less than the principal amount outstanding of each Security immediately prior to the delivery of such Credit Event Notice, provided that if the Credit Event Notice does not specify a Partial Redemption Amount, the Credit Event Notice will be deemed to apply to the full principal amount outstanding of each Security. In such circumstances the provisions of § 6 shall be deemed to apply to the Partial Redemption Amount only and each such Security shall be redeemed in part (such redeemed part being equal to the Partial Redemption Amount).
- (b) For the avoidance of doubt (i) the principal amount of each such Security not so redeemed in part shall remain outstanding and interest shall accrue on the principal amount outstanding of such Security as provided in § 3 (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate), (ii) the provisions of § 6 shall apply to such principal amount outstanding of such Security in the event that subsequent Credit Event Notices are delivered in respect of the Reference Entity that was the subject of the Restructuring and (iii) once a Credit Event Notice with respect to a Restructuring has been delivered in respect of a Reference Entity, no further Credit Event Notices may be delivered in respect of any Reference Entity other than the Reference Entity that was the subject of the Restructuring.
- (c) If the provisions of this § 6(11) apply in respect of the Securities, on redemption of part of each such Security the relevant Security or, if the Securities are represented by a Global Security, such Global Security, shall be endorsed to reflect such part redemption.

(12) *Provisions relating to Multiple Holder Obligation.*

- (a) If § 6(12) is specified as applicable in the applicable Final Terms, notwithstanding anything to the contrary in the definition of Restructuring and related provisions, the occurrence of, agreement to, or announcement of, any of the events described in subparagraphs (i) to (v) of the definition of “Restructuring” shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation.
- (b) **“Multiple Holder Obligation”** means an Obligation that (i) at the time of the event which constitutes a Restructuring Credit Event is held by more than three holders that are not Affiliates of each other and (ii) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in paragraph (ii).

(13) *Timings and Accrued Interest for Delivery or Valuation.*

(a) Timings

The Calculation Agent will determine the day on which an event occurs for purposes of these Credit Linked Conditions on the basis the demarcation of days shall be made by reference to Greenwich Mean Time (or, if the Reference Entity has a material connection to Japan for these purposes, Tokyo time), irrespective of the time zone in which such event occurred. Any event occurring at midnight shall be deemed to have occurred immediately prior to midnight.

In addition, if a payment is not made by the Reference Entity on its due date or, as the case may be, on the final day of the relevant Grace Period, then such failure to make a payment shall be deemed to have occurred on such day prior to midnight Greenwich Mean Time (or, if the Reference Entity has a material connection to Japan for these purposes, Tokyo time), irrespective of the time zone of its place of payment.

(b) Accrued Interest for Delivery or Valuation

- (i) If Physical Delivery is specified in the applicable Final Terms or if §6(1)(B) applies, the Outstanding Principal Balance of the Deliverable Obligations comprising the Asset Amount will exclude accrued but unpaid interest, unless “Include Accrued Interest” is specified in the applicable Final Terms, in which case, the Outstanding Principal Balance of the Deliverable Obligations comprising the Asset Amount will include accrued but unpaid interest (as the Calculation Agent shall determine).
- (ii) If Cash Settlement is specified in the applicable Final Terms or if §6(1)(A) applies and:
 - (x) “Include Accrued Interest” is specified in the applicable Final Terms, the Outstanding Principal Balance of the Reference Obligation shall include accrued but unpaid interest;
 - (y) “Exclude Accrued Interest” is specified in the applicable Final Terms, the Outstanding Principal Balance of the Reference Obligation shall not include accrued but unpaid interest; or
 - (z) neither “Include Accrued Interest” nor “Exclude Accrued Interest” is specified in the applicable Final Terms, the Calculation Agent shall determine, based on the then current market practice in the market of the Reference Obligation whether the Outstanding Principal Balance of the Reference Obligation shall include or exclude accrued but unpaid interest and, if applicable, the amount thereof; or

- (iii) If §6(8) is applicable, the Calculation Agent shall determine, based on the then current market practice in the market of the relevant Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, whether the relevant Quotations shall include or exclude accrued but unpaid interest.

(14) *Early redemption of Reference Obligation Only Securities following a Substitution Event.*

- (a) If the Securities are Reference Obligation Only Securities relating to a single Reference Entity and the event set out in paragraph (i) of the definition of Substitution Event above occurs with respect to the Reference Obligation, then each principal amount of Securities equal to the Calculation Amount will be redeemed by the Issuer by payment of the Early Redemption Amount on the fifth Business Day following the relevant Substitution Event Date.
- (b) If the Securities are Reference Obligation Only Securities and § 6(18) or § 6(19) below applies to the Securities and the event set out in paragraph (i) of the definition of Substitution Event above occurs with respect to the Reference Obligation of a Reference Entity, then each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount will be redeemed by the Issuer by payment of the Early Redemption Amount on the fifth Business Day following the relevant Substitution Event Date. Thereupon the relevant Reference Entity shall be deemed to have ceased to be a Reference Entity and the Calculation Agent will adjust such of these Terms and Conditions and/or the applicable Final Terms as it determines appropriate in its sole and absolute discretion to reflect such redemption in part and change to the portfolio of Reference Entities, including without limitation, the Outstanding Principal Amount.

The Early Redemption Amount in respect of each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount shall be an amount in the Specified Currency (rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) and which shall not be less than zero) calculated by the Calculation Agent in its sole and absolute discretion equal to the Credit Event Reduction Amount in respect of the relevant Reference Entity less Early Redemption Unwind Costs (construed for these purposes to reflect the redemption of the Securities being in part).

(15) *Calculation Agent.*

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to the Securities shall (in the absence of manifest error) be final and binding on the Issuer and the Securityholders. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. Unless otherwise provided herein, in performing its duties pursuant to the Securities, the Calculation Agent shall act in its sole and absolute discretion. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Securities including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and neither the Calculation Agent nor the Issuer shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

(16) *First to Default Securities*

If First to Default Securities is specified as applicable in the applicable Final Terms, the following shall apply:

- (a) a Credit Event Determination Date may only occur on one occasion and consequently, subject as provided in § 6(11), if applicable, and, if DC Determinations is specified as applicable in the applicable Final Terms, the definition of Credit Event Determination Date in § 6(10), a Credit Event Notice may only be delivered on one occasion. If a Credit Event Determination Date occurs in respect of more than one Reference Entity on the same date, the Calculation Agent shall determine in its sole and absolute discretion which Reference Entity is the Reference Entity in respect of which the Credit Event Determination Date has occurred. The Final Price or Auction Final Price, as applicable, will be calculated or that published, as applicable, in respect of the Reference Entity in respect of which the Credit Event Determination Date has occurred;
- (b) the following shall be inserted after the paragraph commencing “In the case of (b) above” in the definition of Successor in § 6(10):

“Notwithstanding the provisions above and sub-paragraph (b) of the definition of Reference Entity, where one or more Reference Entities (each an “**Affected Reference Entity**”) and/or the Issuer would, but for this provision, be identified as a Successor pursuant thereto and at least one other entity which is not a Reference Entity or the Issuer is also identified as a Successor for the purposes of any succession, each Affected Reference Entity and/or the Issuer, as applicable, shall not be regarded as a “Successor” for the purposes of the Securities. Where pursuant to the provisions above or sub-paragraph (b) of the definition of Reference Entity one or more Reference Entities (each an “**Affected Reference Entity**”) and/or the Issuer would, but for this provision, be identified as a Successor pursuant thereto but no other entities (that are not Reference Entities or the Issuer) are identified as a Successor in respect of the relevant succession, each Affected Reference Entity and/or the Issuer, as applicable, shall not be regarded as a “Successor” for the purposes of the Securities and if “Alternative Reference Entity” is specified as applicable in the applicable Final Terms, in respect of each Affected Reference Entity or the Issuer, as applicable, the Calculation Agent shall use reasonable endeavours to (a) select an Alternative Reference Entity to be the Successor in respect of the relevant succession and (b) select an Alternative Reference Obligation to be the Reference Obligation in respect of such Alternative Reference Entity after the relevant succession and the Calculation Agent may make such adjustments to these Terms and Conditions and/or the applicable Final Terms as it determines to be necessary or desirable to reflect such Alternative Reference Entity and Alternative Reference Obligation. If “Alternative Reference Entity” is specified as not applicable in the applicable Final Terms or the Calculation Agent is unable to select an Alternative Reference Entity or an Alternative Reference Obligation as aforesaid, no Successor shall be appointed, the Reference Entity to which the relevant succession relates shall be deemed to have ceased to be a Reference Entity and that portion of the interest payable or, if the Securities are Zero Coupon Securities or Non-Interest Bearing Securities, the portion of the Redemption Amount which is referable to the purchase of credit protection purchased by the Issuer under the Securities shall be reduced accordingly as determined by the Calculation Agent in its sole and absolute discretion, in each case with effect from the date determined by the Calculation Agent to be the relevant Succession Date.

Where:

“**Alternative Reference Entity**” means an entity which satisfies both the Industry Requirement and the Spread Requirement as determined by the Calculation Agent in its sole and absolute discretion;

“**Alternative Reference Obligation**” means any obligation of the Alternative Reference Entity selected by the Calculation Agent in its sole and absolute discretion which, as far as practicable, in the determination of the Calculation Agent is substantially similar in economic terms to the relevant Reference Obligation of the Reference Entity for which a Successor falls to be determined pursuant to this definition of Successor. An Alternative

Reference Obligation may or may not be the applicable Standard Reference Obligation for the Alternative Reference Entity;

“Industry Requirement” means an entity that is in the same industry group specified by Moody’s Investor Service, Inc. or any successor to the rating business thereof or Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc. or any successor to the rating business thereof as the Reference Entity for which a Successor falls to be determined pursuant to this definition of Successor, as determined by the Calculation Agent in its sole and absolute discretion;

“Spread” means the bid-side quotation obtained by the Calculation Agent from such leading dealer in the credit default swap market selected by the Calculation Agent in its sole and absolute discretion for a credit default swap in respect of the relevant entity with a credit protection period commencing on the date determined by the Calculation Agent to be the date of the relevant Succession Date and ending on the Scheduled Maturity Date and with the Reference Obligation(s) specified in the applicable Final Terms; and

“Spread Requirement” means an entity that, as at the date of selection, has a Spread not greater than the product of (a) the Spread Requirement Percentage specified in the applicable Final Terms and (b) the Spread of the Reference Entity for which a Successor falls to be determined pursuant to this definition of Successor, immediately prior to the relevant Succession Date as determined by the Calculation Agent in its sole and absolute discretion.”; and

- (c) if the Securities are Reference Obligation Only Securities and the event set out in paragraph (i) of the definition of Substitution Event above occurs with respect to the Reference Obligation of a Reference Entity, then thereupon such Reference Entity shall be deemed to have ceased to be a Reference Entity and that portion of the interest payable or, if the Securities are Zero Coupon Securities or Non-Interest Bearing Securities, the portion of the Redemption Amount which is referable to the purchase of credit protection purchased by the Issuer under the Securities shall be reduced accordingly as determined by the Calculation Agent in its sole and absolute discretion.

(17) *EM Pass-Through Securities*

If EM Pass-Through Securities is specified as applicable in the applicable Final Terms, the following shall apply:

- (a) *Redemption pursuant to § 5(1)*

Subject as provided in paragraph (g) below, the Redemption Amount in respect of each principal amount of Securities equal to the Calculation Amount shall be an amount in the Specified Currency (rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) calculated by the Calculation Agent equal to such Securities’ *pro rata* share of the Converted Face Realisation Amount.

The amount (if any) of the Redemption Amount which is above the Issue Price is payable (x) as consideration for the use of the Issue Price by the Issuer, (y) as compensation for and in recognition that in certain circumstances no Interest Amount may be payable and (z) as compensation for and in recognition that in certain circumstances the aggregate amounts payable on redemption of the Securities may be less than the Issue Price and in certain circumstances may be zero.

- (b) *Redemption pursuant to § 5 [in the case of Option I the following applies: [(6)]] [in the case of Option II and Option V the following applies: [(7)]] or § [in the case of Option I and Option II the following applies: [9]] [in the case of Option V the following applies: [12]]*

Subject as provided in paragraph (g) below, the Early Redemption Amount in respect of each principal amount of Securities equal to the Calculation Amount shall be an amount in the Specified Currency (rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) calculated by the Calculation Agent equal to such Securities' *pro rata* share of (a) the Face Amount, converted into the Specified Currency at the Fixing Rate on the relevant Fixing Date less (b) Early Redemption Unwind Costs.

(c) *Redemption pursuant to § 6(2)*

Subject as provided in paragraph (g) below, the Credit Event Redemption Amount in respect of each principal amount of Securities equal to the Calculation Amount shall be an amount in the Specified Currency (rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) calculated by the Calculation Agent equal to such Securities' *pro rata* share of (a) the Final Price, converted into the Specified Currency at the Fixing Rate on the relevant Fixing Date less (b) Unwind Costs.

(d) *Interest*

(i) Notwithstanding the provisions of § 3, each Security bears interest and pays the Interest Amount on the relevant Interest Payment Date (if any), in each case as provided in this § 6(17), and § 3 shall be construed accordingly. In the event of any conflict between this § 6(17) and § 3, this §6 (17) shall prevail.

(ii) § 5[(6)]/[(7)] shall be amended by the deletion of the words "together (if applicable) with interest accrued to (but excluding) the date of redemption" therein.

(iii) § [9][12] shall be amended by the deletion of the words "together with interest accrued to the date of repayment" therein.

(iv) In the event that the Securities are redeemed pursuant to § 5[(6)]/[(7)], § 6(2) or § [9][12], no interest will be payable in respect of which the relevant Interest Payment Date has not occurred on or prior to the date fixed for such redemption, Provided That if the date fixed for such redemption falls prior to the first Interest Payment Date, no interest shall be payable in respect of the Securities.

(v) if:

(x) § 6(4) or § 6(5) applies in respect of the Securities and, in the case of § 6(4), a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date or, in the case of § 6(5) a Failure to Pay has not occurred on or prior to the Grace Period Extension Date, as the case may be; and/or

(y) § 6(6) applies in respect of the Securities and the Scheduled Maturity Date, the Grace Period Extension Date or the Repudiation/Moratorium Evaluation Date, as the case may be, is postponed as provided therein,

then interest will payable as provided in § 6(4), § 6(5) or § 6(6), as the case may be.

(e) *Adjustments on Cancellation*

The terms of the Securities are stated on the basis of the Aggregate Principal Amount of the Series. Where pursuant to § [in the case of Option I and Option II the following

applies: [11(2)] [in the case of Option V the following applies: [14(2)]] some but not all of the Securities are cancelled, the Calculation Agent may adjust such of these Terms and Conditions and/or the applicable Final Terms, as it determines to be appropriate acting in good faith and in a commercially reasonable manner, to preserve for the Securityholders the economic equivalent of the payment obligations of the Issuer in respect of the Securities after the cancellation of such Securities.

Upon the Calculation Agent making such adjustment(s), the Issuer shall give notice as soon as practicable to the Securityholders in accordance with § [12]/[15] stating the relevant adjustments.

(f) *The Holding*

The Securities are linked to a holding (the “**Holding**”) of Reference Obligations that as of the Issue Date of the first Tranche of the Securities had a face amount equal to the Face Amount.

(g) *Inconvertibility Event and Non-Transferability Event*

Subject to the following paragraph, if on any date on which a Fixing Rate is required to be determined under the Securities the Calculation Agent determines that an Inconvertibility Event has occurred and is subsisting it shall give notice (an “**Inconvertibility Event Notice**”) to the Securityholders in accordance with § [12]/[15] and, in lieu of paying the relevant Specified Currency amount to be calculated using such Fixing Rate on the due date for payment thereof, the Issuer shall pay the relevant unconverted amount in the Domestic Currency (each a “**Domestic Currency Amount**”) two Business Days after receipt by the Calculation Agent of the relevant Domestic Currency Amount Notice. In order to receive a Domestic Currency Amount, each Securityholder must deliver to the Calculation Agent in accordance with paragraph (h) below a notice (a “**Domestic Currency Amount Notice**”) specifying details of an account into which, in the determination of the Calculation Agent, the relevant Domestic Currency Amount may be paid.

In the event that the Calculation Agent determines that it is unlawful, impossible or otherwise impracticable to make payment of any Domestic Currency Amount (other than as a result of the failure to deliver a Domestic Currency Amount Notice) on the due date for payment thereof (a “**Non-Transferability Event**”), the Issuer shall notify the Securityholders in accordance with § [12]/[15] that such due date for payment has been postponed until the first date on which in the opinion of the Calculation Agent the relevant Non-Transferability Event is no longer subsisting and the Issuer shall pay an additional interest equal to the interest (if any) earned by the Issuer on the deposit of the relevant Domestic Currency Amount in the period from (and including) the originally scheduled due date for payment to (but excluding) such postponed date of payment.

(h) *Calculation Agent*

§ 6(15) (*Calculation Agent*) shall not apply.

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to the Securities shall (in the absence of manifest error) be final and binding on the Issuer and the Securityholders. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. In performing its duties pursuant to the Securities, the Calculation Agent shall act in good faith and in a commercially reasonable manner. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Securities including, without limitation, the giving

of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and neither the Calculation Agent nor the Issuer shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

Any Domestic Currency Amount Notice from a Securityholder to the Calculation Agent will be validly given if delivered in writing to the Calculation Agent at Winchester House, 1 Great Winchester Street, London EC2N 2DB, attention Treasury Desk London. Any such notice shall be deemed to have been given on the day when delivered or if delivered after 5.00 p.m. (London time) on any day or on any day on which commercial banks were not open for business in London, the first day thereafter on which commercial banks are open for business in London. The relevant Securityholder must provide satisfactory evidence to the Calculation Agent of its holding of the relevant Securities.

(i) *Interpretation and Definitions*

In the event of any inconsistency between this §6(17) and any other provision of §6, the provisions of this §6(17) will prevail. No date under this §6(17) will be subject to adjustment in accordance with any Credit Business Day Convention.

“Business Day” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London, New York City, Singapore and each Additional Credit Business Centre (if any) specified in the applicable Final Terms.

“Converted Face Realisation Amount” means the Face Realisation Amount, converted into the Specified Currency at the Fixing Rate on the relevant Fixing Date.

“Distribution Amount” means in respect of a Distribution Date, the amount of interest and/or coupon amount, as applicable, which would be received by a Holding Party in respect of the Holding on such Distribution Date, as determined by the Calculation Agent and for the avoidance of doubt as would be reduced by deductions for withholding taxes as applicable.

“Distribution Date” means each date on which any amount comprising interest and/or coupon amount (howsoever described) would be received by a Holding Party in respect of the Holding in the period from (and including) the Issue Date of the first Tranche of the Securities to (and including) the Maturity Date or, if earlier, the Credit Event Determination Date, as determined by the Calculation Agent.

“Domestic Currency” means the currency in which the Aggregate Principal Amount is denominated.

“Early Redemption Date” means, in respect of a redemption pursuant to § 5[(6)]/[1(7)] or § [9]/[12], the date fixed for such redemption.

“Early Redemption Unwind Costs” means an amount determined by the Calculation Agent equal to the sum of (without duplication) all costs, expenses (including, without limitation, loss of funding), tax and duties incurred by the Issuer in connection with the redemption of the Securities and the related termination, settlement or re-establishment of any hedge or related trading position.

“Face Amount” means an amount in the Domestic Currency calculated by the Calculation Agent equal to the Aggregate Principal Amount of the Series.

“Face Realisation Amount” means an amount in the Domestic Currency equal to the amount (excluding any interest and/or coupon amount (howsoever described)) which would be received by a Holding Party in respect of the Holding on the final redemption of

the Holding at maturity, as determined by the Calculation Agent and for the avoidance of doubt as would be reduced by deductions for withholding taxes as applicable.

“Final Price” means an amount in the Domestic Currency calculated by the Calculation Agent equal to the highest firm bid price obtained by the Calculation Agent from the Reference Dealers for the delivery onshore of the Holding on the Valuation Date, Provided That if no firm bid price is obtained, the Final Price shall be calculated by the Calculation Agent and may in certain circumstances be zero.

The Calculation Agent shall attempt to obtain firm bid prices as aforesaid from four Reference Dealers.

“Fixing Date” means:

- (a) in respect of a redemption pursuant to § 5(1), the second Business Day immediately preceding the Maturity Date;
- (b) in respect of a redemption pursuant to § 5[(6)]/[(7)] or § [9]/[12], the relevant Early Redemption Date or, if such date is not a Business Day, the immediately preceding Business Day;
- (c) in respect of a redemption pursuant to § 6(2), the second Business Day immediately succeeding the Valuation Date; or
- (d) for the purposes of calculating an Interest Amount, the second Business Day immediately preceding the relevant Interest Payment Date.

“Fixing Rate” means, in respect of a Fixing Date, the rate of exchange, expressed as the amount of the Domestic Currency for which one unit of the Specified Currency may be exchanged, prevailing at the Fixing Rate Time on such Fixing Date, as determined by the Calculation Agent by reference to the FX Price Source, or if no FX Price Source is specified in the applicable Final Terms or such rate does not so appear on the FX Price Source, as determined by the Calculation Agent.

“Fixing Rate Time” is as specified in the applicable Final Terms.

“FX Price Source” is as specified in the applicable Final Terms.

“Hard Currency” means any of the lawful currencies of Canada, Japan, the United Kingdom and the United States of America and the Euro (and any successor currency to any such currency).

“Holding Party” means a hypothetical broker/dealer which is deemed to be (as determined by the Calculation Agent in the context of the relevant situation) domiciled and subject to taxation, securities law and regulations in Germany and/or any jurisdiction where Deutsche Bank, AG and/or any of its Affiliates would, in the determination of the Calculation Agent, be able to hold the Holding and which is deemed to notionally hold the Holding throughout the life of the Securities.

“Inconvertibility Event” means any action, event or circumstance whatsoever which from a legal or practical perspective during the term of the Securities:

- (a) in the determination of the Calculation Agent would, or would be likely to have, the direct or indirect effect of hindering, limiting, restricting or increasing the cost of the conversion of Domestic Currency into any Hard Currency or any Hard Currency into Domestic Currency, or the transfer of any Hard Currency from the Reference Entity to any other country (including, without limitation, by way of any delay, increased costs, taxes, discriminatory rates of exchange or current or

future restrictions on repatriation of Domestic Currency into any Hard Currency); and/or

- (b) results in the unavailability of any Hard Currency in the interbank foreign exchange market located in the Reference Entity in accordance with normal commercial practice.

“Interest Amount” means, in respect of each principal amount of Securities equal to the Calculation Amount and an Interest Payment Date and subject as provided in paragraph (g) above, an amount in the Specified Currency (rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) calculated by the Calculation Agent equal to such Securities’ *pro rata* share of the Distribution Amount(s) in respect of the Distribution Date(s) related to such Interest Payment Date, converted into the Specified Currency at the Fixing Rate on the relevant Fixing Date.

“Interest Payment Date” means:

- (a) in respect of each Distribution Date falling in the period from (and including) the Issue Date of the first Tranche of the Securities to (and including) the second Business Day immediately preceding the earlier of the Maturity Date, the Early Redemption Date or the Credit Event Determination Date, as applicable, the day falling two Business Days following such Distribution Date; and
- (b) in respect of each Distribution Date falling after the second Business Day immediately preceding the earlier of the Maturity Date, the Early Redemption Date or the Credit Event Determination Date, as applicable, the Maturity Date, the Early Redemption Date, or the Credit Event Determination Date.

“Reference Dealer” means a leading dealer, bank or banking corporation which deals in obligations of the type of the Reference Obligation, as selected by the Calculation Agent.

“Reference Entity” means the entity or entities specified as such in the applicable Final Terms. Any Successor to a Reference Entity identified pursuant to the definition of “Successor” below shall be the Reference Entity for the purposes of the relevant Series.

“Successor” means any direct or indirect successor(s) to the Reference Entity provided that such successor(s) assume(s) the Reference Obligations.

“Unwind Costs” means an amount determined by the Calculation Agent equal to the sum of (without duplication) all costs, expenses (including, without limitation, loss of funding), tax and duties incurred by the Issuer in connection with the redemption of the Securities and the related termination, settlement or re-establishment of any hedge or related trading position.

“Valuation Date” means a date falling no more than 120 Business Days following the Credit Event Determination Date, as selected by the Calculation Agent.

(18) *Zero Recovery Portfolio Securities*

If Zero Recovery Portfolio Securities is specified as applicable in the applicable Final Terms, the following shall apply:

- (a) *Redemption pursuant to § 5(1)*

The Redemption Amount in respect of each principal amount of Securities equal to the Calculation Amount shall be an amount in the Specified Currency equal to the Outstanding Principal Amount as of the Maturity Date.

For the avoidance of doubt, if the Outstanding Principal Amount as of the Maturity Date is zero, no amounts will be payable on the Maturity Date.

- (b) *Redemption pursuant to §5[in the case of Option I the following applies: [(6)]] [in the case of Option II and Option V the following applies: [(7)]], §6(9) or §[in the case of Option I and Option II the following applies: [9]][in the case of Option V the following applies: [12]]*

The Early Redemption Amount in respect of each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount shall be an amount in the Specified Currency (rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) and which shall not be less than zero) calculated by the Calculation Agent in its sole and absolute discretion equal to the Outstanding Principal Amount as of the due date for redemption less Early Redemption Unwind Costs.

- (c) *Outstanding Principal Amount Reduction*

§ 6(1) (*Auction Settlement*) shall be deleted in its entirety and replaced with the following:

“(1) *Outstanding Principal Amount Reduction*

If a Credit Event Determination Date occurs, the Calculation Agent will reduce the Outstanding Principal Amount by an amount equal to the sum of the Credit Event Reduction Amount(s) (as defined in § 6(18) below) in respect of each Reference Entity with respect to which a Credit Event Determination Date has occurred on such date, provided that if a relevant Credit Event Determination Date is subsequently deemed not to have occurred in accordance with the definition thereof in § 6(10), the relevant reduction of the Outstanding Principal Amount shall be reversed and the Securities shall continue in accordance with their terms as if the relevant Credit Event Determination Date had not occurred, subject to such adjustments as the Calculation Agent determines appropriate in its sole and absolute discretion to reflect the retrospective effect of this provision (including, without limitation, adjusting the amount due and/or the due date for payment of any amount payable under the Securities).

As soon as practicable after a Credit Event Determination Date the Issuer will notify the Securityholders of the occurrence of a Credit Event in accordance with § [12]/[15]. The Issuer will also give notice to the Securityholders in accordance with § [12]/[15] if the relevant Credit Event Determination Date is deemed not to have occurred as soon as practicable thereafter.

If on the relevant Credit Event Determination Date the Outstanding Principal Amount is equal to zero, the Issuer's obligations in respect of the Securities will be immediately discharged and the Issuer will have no further liability in respect thereof. The Issuer will notify the Securityholders of this as soon as practicable thereafter in accordance with § [12]/[15].

For the avoidance of doubt any failure by the Issuer to provide a notice pursuant to this § 6(1) will not constitute an Event of Default under the Securities and will not affect the validity of any of the above provisions.

If a Credit Event Determination Date occurs the Securities will not be redeemed on the Credit Event Redemption Date by payment of the Credit Event Redemption Amount and instead the Outstanding Principal Amount will be reduced in accordance with this § 6(1), proportionately to the weighting of the relevant Reference Entity in the portfolio, and no amounts will be payable to Securityholders in this respect. In the event that the Outstanding Principal Amount is reduced to

zero the Issuer's obligations in respect of the Securities will be discharged and the Issuer will have no further liability in respect thereof."

(d) *Multiple Credit Event Determination Dates*

A Credit Event Determination Date may occur more than once except that, subject as provided in § 6(11) and the definitions of Credit Event Notice and Credit Event Determination Date in § 6(10), a Credit Event Notice (if applicable) may only be delivered on one occasion and a Credit Event Determination Date may occur once only, with respect to any Reference Entity (unless subsequent to the occurrence of a Credit Event Determination Date with respect to any Reference Entity, that Reference Entity becomes the Successor to one or more other Reference Entities in respect of which a Credit Event Determination Date has not occurred, in which case a Credit Event Determination Date may occur again).

(e) *Accrual of Interest*

In the case of interest-bearing Securities:

- (i) § 5[(6)]/[7] shall be amended by the deletion of the words "together (if applicable) with interest accrued to (but excluding) the date of redemption" therein.
- (ii) § [9]/[12] shall be amended by the deletion of the words "together with interest accrued to the date of repayment" therein.
- (iii) In the event that the Securities are redeemed pursuant to § 5[(6)]/[7], § 6(9) or § [9]/[12], no interest will be payable in respect of the Securities in respect of which the relevant Interest Payment Date has not occurred on or prior to the date fixed for such redemption, Provided That if the date fixed for such redemption falls prior to the first Interest Payment Date, no interest shall be payable in respect of the Securities

For the avoidance of doubt, in the event that the Securities are redeemed at a time when the Outstanding Principal Amount is equal to zero, no interest will be payable in respect of the Securities.

(f) *Interpretation and Definitions*

In the event of any inconsistency between this §6(18) and any other provision of §6, the provisions of this §6(18) will prevail. No date under this §6(18) will be subject to adjustment in accordance with any Credit Business Day Convention.

"Credit Event Reduction Amount" means, in respect of a Reference Entity, an amount in the Specified Currency rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) calculated by the Calculation Agent in its sole and absolute discretion equal to the product of (a) the Calculation Amount and (b) the Weighting in respect of such Reference Entity.

"Interest Amount" means, in respect of each principal amount of Securities equal to the Calculation Amount and an Interest Period, an amount in the Specified Currency rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) calculated by the Calculation Agent in its sole and absolute discretion equal to the product of (a) the Outstanding Principal Amount as of the last day of such Interest Period (b) the Rate of Interest and (c) the Day Count Fraction in respect of such Interest Period.

“**Interest Payment Date**” means, subject as provided in §3[(3)]/[(9)], § 6(4), § 6(5) and § 6(6), as applicable, each date specified as such in the applicable Final Terms.

“**Outstanding Principal Amount**” means the Calculation Amount, subject to reduction in accordance with § 6(1) and as provided in § 6(14)(b).

“**Weighting**” means, with respect to a Reference Entity and subject as provided in the definition of “Successor” above, (a) the Weighting Percentage or, if prior to the occurrence of a Credit Event Determination Date with respect to such Reference Entity, such Reference Entity becomes a Successor to another Reference Entity, (b) the product of (i) the Weighting Percentage and (ii) the number of Reference Entities in respect of which such Reference Entity is a Successor.

(f) *Credit Event Notice after Restructuring*

§ 6(11) shall be deleted and the following substituted therefor:

“(11) *Credit Event Notice after Restructuring*

If § 6(11) is specified as applicable in the applicable Final Terms, then, notwithstanding anything to the contrary in these Terms and Conditions, upon the occurrence of a Restructuring:

- (a) the Calculation Agent may deliver a Credit Event Notice with respect to such Restructuring in respect of an amount (the “**Partial Credit Event Reduction Amount**”) that is less than the Credit Event Reduction Amount in respect of the Reference Entity that was the subject of the Restructuring immediately prior to the delivery of such Credit Event Notice, provided that if the Credit Event Notice does not specify a Partial Credit Event Reduction Amount, the Credit Event Notice will be deemed to apply to the full relevant Credit Event Reduction Amount. In such circumstances the provisions of § 6 shall be deemed to apply to the Partial Credit Event Reduction Amount only.
- (b) For the avoidance of doubt (i) the Outstanding Principal Amount in respect of each principal amount of Securities equal to the Calculation Amount shall only be reduced by the Partial Credit Event Reduction Amount and interest shall accrue on that Outstanding Principal Amount as provided in herein (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate), (ii) the previous Reduction Amount in respect of the Reference Entity that was the subject of the Restructuring Credit Event shall be reduced by the Partial Credit Event Reduction Amount and § 6 and related provisions shall apply to that reduced Credit Event Reduction Amount in the event that subsequent Credit Event Notices are delivered in respect of that Reference Entity and (iii) once a Credit Event Notice with respect to a Restructuring has been delivered in respect of a Reference Entity, no further Credit Event Notices may be delivered in respect of any Reference Entity other than the Reference Entity that was the subject of the Restructuring.”.

(19) *Recovery Portfolio Securities*

If Recovery Portfolio Securities is specified as applicable in the applicable Final Terms, the following shall apply:

(a) *Redemption pursuant to § 5(1)*

The Redemption Amount in respect of each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount shall be an amount in the Specified Currency equal to the Outstanding Principal Amount as of the Maturity Date.

For the avoidance of doubt, if the Outstanding Principal Amount as of the Maturity Date is zero, no amounts will be payable on the Maturity Date.

- (b) ***Redemption pursuant to §5[in the case of Option I the following applies: [(6)]] [in the case of Option II and Option V the following applies: [(7)]]], § 6(9) or §[in the case of Option I and Option II the following applies: [9]]][in the case of Option V the following applies: [12]]***

The Early Redemption Amount in respect of each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount shall be an amount in the Specified Currency (rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) and which shall not be less than zero) calculated by the Calculation Agent in its sole and absolute discretion equal to the Outstanding Principal Amount as of the due date for redemption less Early Redemption Unwind Costs.

- (c) ***Auction Settlement***

If Auction Settlement is specified in the applicable Final Terms, Condition § 6(1) (*Auction Settlement*) shall be amended by the deletion of the words “redeem all but not some only of the Securities, each principal amount of Securities equal to the Calculation Amount being redeemed by the Issuer at the Credit Event Redemption Amount on the Credit Event Redemption Date,” therein and the substitution of the following therefor:

“:

- (a) if immediately following the relevant Credit Event Determination Date the Outstanding Principal Amount is greater than zero, redeem each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount in part, by payment of the Credit Event Redemption Amount(s) on the Credit Event Redemption Date; or
- (b) if immediately following the relevant Credit Event Determination Date the Outstanding Principal Amount is equal to zero, redeem each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount in whole, by payment of the Credit Event Redemption Amount(s) on the Credit Event Redemption Date.”.

- (d) ***Cash Settlement***

If Cash Settlement is specified in the applicable Final Terms or if § 6(1)(A) applies, § 6(2) (*Cash Settlement*) shall be amended by the deletion of the words “redeem all but not some only of the Securities, each principal amount of Securities equal to the Calculation Amount being redeemed by the Issuer at the Credit Event Redemption Amount on the Credit Event Redemption Date” therein and the substitution of the following therefor:

“:

- (a) if immediately following the relevant Credit Event Determination Date the Outstanding Principal Amount is greater than zero, redeem each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount in part, by payment of the Credit Event Redemption Amount(s) on the Credit Event Redemption Date; or
- (b) if immediately following the relevant Credit Event Determination Date the Outstanding Principal Amount is equal to zero, redeem each principal amount of Securities which as of the Issue Date had a principal amount equal to the

Calculation Amount in whole, by payment of the Credit Event Redemption Amount(s) on the Credit Event Redemption Date.”.

(e) *Credit Event Redemption Amount*

Each Credit Event Redemption Amount (if any) and the related Final Price or Auction Final Price, as applicable, shall be calculated in accordance with § 6(10) (*Applicable Definitions*) or that published, as applicable, in respect of the relevant Reference Entity in respect of which the relevant Credit Event Determination Date has occurred.

(f) *Outstanding Principal Amount Reduction*

If a Credit Event Determination Date occurs with respect to a Reference Entity the Calculation Agent shall on the relevant Credit Event Determination Date reduce the Outstanding Principal Amount by an amount equal to the sum of the Credit Event Reduction Amount in respect of such Reference Entity.

(g) *Multiple Credit Event Determination Dates*

A Credit Event Determination Date may occur more than once except that, subject as provided in § 6(11) and the definitions of Credit Event Notice and Credit Event Determination Date in § 6(10), a Credit Event Notice (if applicable) may only be delivered on one occasion and a Credit Event Determination Date may occur once only, with respect to any Reference Entity (unless subsequent to the occurrence of a Credit Event Determination Date with respect to any Reference Entity, that Reference Entity becomes the Successor to one or more other Reference Entities in respect of which a Credit Event Determination Date has not occurred, in which case a Credit Event Determination Date may occur again).

(h) *Accrual of Interest*

In the case of interest-bearing Securities:

- (i) § 5[(6)]/[(7)] shall be amended by the deletion of the words “together (if applicable) with interest accrued to (but excluding) the date of redemption” therein.
- (ii) § [9]/[12] shall be amended by the deletion of the words “together with interest accrued to the date of repayment” therein.
- (iii) In the event that the Securities are redeemed pursuant to § 5[(6)]/[(7)], § 6(9) or § [9]/[12], no interest will be payable in respect of the Securities in respect of which the relevant Interest Payment Date has not occurred on or prior to the date fixed for such redemption, Provided That if the date fixed for such redemption falls prior to the first Interest Payment Date, no interest shall be payable in respect of the Securities.

For the avoidance of doubt, in the event that the Securities are redeemed at a time when the Outstanding Principal Amount is equal to zero, no interest will be payable in respect of the Securities.

(i) *Interpretation*

Each reference in the Terms and Conditions of the Securities to “each principal amount of Securities equal to the Calculation Amount” shall be deemed to be to “each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount”.

In the event of any inconsistency between this §6(19) and any other provision of §6, the provisions of this §6(19) will prevail. No date under this §6(19) will be subject to adjustment in accordance with any Credit Business Day Convention.

(j) *Definitions*

“**Credit Event Redemption Amount**” means an amount calculated by the Calculation Agent equal to:

$$(A \times B) - C$$

where:

“A” is the Credit Event Reduction Amount in respect of the relevant Reference Entity;

“B” is the Final Price or, if Auction Settlement is specified in the applicable Final Terms and § 6(1)(A) does not apply, the Auction Final Price; and

“C” is (i) if “Unwind Costs” is specified as applicable in the applicable Final Terms, Unwind Costs or (ii) if “Unwind Costs” is specified as not applicable in the applicable Final Terms, zero,

provided that in no event shall the Credit Event Redemption Amount be less than zero.

“**Credit Event Reduction Amount**” means, in respect of a Reference Entity, an amount in the Specified Currency rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) calculated by the Calculation Agent in its sole and absolute discretion equal to the product of (a) the Calculation Amount and (b) the Weighting in respect of such Reference Entity.

“**Interest Amount**” means, in respect of each principal amount of Securities equal to the Calculation Amount and an Interest Period, an amount in the Specified Currency rounded down to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) calculated by the Calculation Agent in its sole and absolute discretion equal to the product of (a) the Outstanding Principal Amount as of the last day of such Interest Period (b) the Rate of Interest and (c) the Day Count Fraction in respect of such Interest Period.

“**Interest Payment Date**” means, subject as provided in §3[(3)]/[(9)], § 6(4), § 6(5) and § 6(6), as applicable, each date specified as such in the applicable Final Terms.

“**Outstanding Principal Amount**” means the Calculation Amount, subject to reduction in accordance with paragraph (f) above and as provided in § 6(14)(b).

“**Unwind Costs**” means an amount (which may be positive, negative or zero) determined by the Calculation Agent equal to the sum of (without duplication):

- (a) the sum of (without duplication) all costs, expenses (including loss of funding), tax and duties incurred by the Issuer (as applicable zero or expressed as a positive amount); and
- (b) any gains realised by the Issuer (as applicable zero or expressed as a negative amount),

in either case in connection with the redemption of the Securities (whether in whole or in part) and the related termination, settlement or re-establishment of any hedge or related

trading position, such amount to be apportioned *pro rata* amongst each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount.

“Quotation Amount” means the Credit Event Reduction Amount in respect of the relevant Reference Entity (or its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained).

“Valuation Date” means any Business Day selected by the Calculation Agent in its sole and absolute discretion falling within the period from (but excluding) (a) if Cash Settlement is the applicable Settlement Method, the Credit Event Determination Date or (b) if Cash Settlement is the applicable Fallback Method, (i) if § 6(1)(x) applies, the earlier to occur of the Calculation Agent No Auction Determination Date, the No Auction Announcement Date, or the Auction Cut-Off Date or the Auction Cancellation Date or (ii) if § 6(1)(y) applies, the Credit Event Determination Date, in any such case to (and including) the 140th Business Day following such date.

“Weighting” means, with respect to a Reference Entity and subject as provided in the definition of “Successor” above, (a) the Weighting Percentage or, if prior to the occurrence of a Credit Event Determination Date with respect to such Reference Entity, such Reference Entity becomes a Successor to another Reference Entity, (b) the product of (i) the Weighting Percentage and (ii) the number of Reference Entities in respect of which such Reference Entity is a Successor.

(k) *Credit Event Notice after Restructuring*

§ 6(11) shall be deleted and the following substituted therefor:

“(11) Credit Event Notice after Restructuring

If § 6(11) is specified as applicable in the applicable Final Terms, then, notwithstanding anything to the contrary in these Terms and Conditions, upon the occurrence of a Restructuring:

- (a) the Calculation Agent may deliver a Credit Event Notice with respect to such Restructuring in respect of an amount (the **“Partial Credit Event Reduction Amount”**) that is less than the Credit Event Reduction Amount in respect of the Reference Entity that was the subject of the Restructuring immediately prior to the delivery of such Credit Event Notice, provided that if the Credit Event Notice does not specify a Partial Credit Event Reduction Amount, the Credit Event Notice will be deemed to apply to the full relevant Credit Event Reduction Amount. In such circumstances the provisions of § 6 shall be deemed to apply to the Partial Credit Event Reduction Amount only.
- (b) For the avoidance of doubt (i) the Outstanding Principal Amount in respect of each principal amount of Securities equal to the Calculation Amount shall only be reduced by the Partial Credit Event Reduction Amount and interest shall accrue on that Outstanding Principal Amount as provided in herein (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate), (ii) the previous Credit Event Reduction Amount in respect of the Reference Entity that was the subject of the Restructuring shall be reduced by the Partial Credit Event Reduction Amount and § 6 and related provisions shall apply to that reduced Credit Event Reduction Amount in the event that subsequent Credit Event Notices are delivered in respect of that Reference Entity and (iii) once a Credit Event Notice with respect to a Restructuring has been delivered in respect of a Reference Entity, no further Credit Event Notices may be delivered in

respect of any Reference Entity other than the Reference Entity that was the subject of the Restructuring.”.

(20) *Zero Recovery Single Name Securities*

If Zero Recovery Single Name Securities is specified as applicable in the applicable Final Terms, § 6(1) (*Auction Settlement*) shall be deleted in its entirety and replaced with the following:

"(1) Cancellation of Credit Linked Securities

If a Credit Event Determination Date occurs, the Securities will be cancelled forthwith and the Issuer's obligations in respect of the Securities will be immediately discharged and the Issuer will have no further liability in respect thereof.

If a Credit Event Determination Date occurs and the Securities are cancelled forthwith in accordance with this § 6(1) no amounts will be payable to Securityholders in this respect and the Issuer's obligations in respect of the Securities will be discharged and the Issuer will have no further liability in respect thereof."

REGISTERED SECURITIES ANNEX

As set out in the Introduction to the Terms and Conditions, the Terms and Conditions as will be completed by the Final Terms (or as amended by the Pricing Supplement, in the case of Exempt Securities) are comprised of six options. In the case of Registered Securities this Registered Securities Annex furthermore amends the Terms and Conditions and may only apply where Option I, Option II or Option V is specified as applicable in the applicable Final Terms.

If provisions for English law governed Registered Securities are specified as applicable in the applicable Final Terms the following provisions shall apply:

1. § 1(2) of the Terms and Conditions will be deleted and replaced by the following new § 1(2):

(2) “(a) *Form.* The Securities are being issued in registered form.

A security certificate (each a “**Security Certificate**”) will be issued to each Securityholder in respect of its registered holding of Securities. Each Security Certificate will be numbered serially with an identifying number which will be recorded on the relevant Security Certificate and in the register of Securityholders which the Issuer will procure to be kept by the Registrar. The Securities are not issuable in bearer form.

(b) *Title.* Title to the Securities passes only by registration in the register of Securityholders. The holder (as defined below) of any Security will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest or any writing on, or the theft or loss of, the Security Certificate issued in respect of it) and no person will be liable for so treating the holder.”

2. § 1(3) of the Terms and Conditions will be deleted and replaced by the following new § 1(3):

[Insert if the Securities are issued initially pursuant to a Regulation S Global Security:

(3) “(a) *Regulation S Global Security.* The Securities are represented by a Regulation S global security (the “**Regulation S Global Security**”) without coupons or receipts. The Regulation S Global Security shall be signed manually by two authorised signatories of the Issuer and shall be authenticated with a control signature by the Fiscal Agent. Prior to expiry of the distribution compliance period (as defined in Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**Securities Act**”)) applicable to this Tranche of Securities, beneficial interests in the Regulation S Global Security may not be offered or sold to, or for the account or benefit of, a “U.S. person”, as such term may be defined in Regulation S under the Securities Act, as amended, or in the Final Exemptive Order Regarding Compliance With Certain Swap Regulations promulgated by the Commodity Futures Trading Commission, as amended, modified or supplemented from time to time, pursuant to the United States Commodity Exchange Act, as amended, and may not be held otherwise than through a Clearing System, and the Regulation S Global Security will bear a legend regarding such restrictions on transfer. Persons holding beneficial interests in the Regulation S Global Security will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Securities in fully registered form.]

[Insert if the Securities are issued initially pursuant to a Rule 144A Global Security:

(3) (a) *Rule 144A Global Security.* The Securities are represented by the Rule 144A global security (the “**Rule 144A Global Security**”) without coupons or receipts. The Rule 144A Global Security shall be signed manually by two authorised signatories of the Issuer and shall be authenticated with a control signature by the Fiscal Agent. The Securities have

only been offered and sold in the United States in private transactions to “qualified institutional buyers” pursuant to Rule 144A under the Securities Act (“QIBs”). The Rule 144A Global Security is subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions. Persons holding beneficial interests in a Rule 144A Global Security will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Securities in fully registered form. “**Legended Security**” means Registered Securities (whether in definitive form or represented by a Registered Global Security) sold in private transactions to QIBs in accordance with the requirements of Rule 144A (“**Rule 144A**”) of the United States Securities Act of 1933, as amended (the “**Securities Act**”).]

[Insert if the Securities issued are Definitive Registered Securities:

- (3) (a) *Definitive Registered Securities.* The Securities are issued in definitive registered form serially numbered in a specified currency and in a specified denomination.]

[Insert if the Securities are issued initially pursuant to both a Regulation S and Rule 144A Global Security:

- (3) (a) *Regulation S Global Security.* The Securities issued in reliance on Regulation S (“**Regulation S**”) under the Securities Act (as defined below) are represented by a Regulation S global security (the “**Regulation S Global Security**”) without coupons or receipts. The Regulation S Global Security shall be signed manually by two authorised signatories of the Issuer and shall be authenticated with a control signature by the Fiscal Agent. Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to this Tranche of Securities, beneficial interests in the Regulation S Global Security may not be offered or sold to, or for the account or benefit of, a “U.S. person”, as such term may be defined in Regulation S under the Securities Act, as amended, or in the Final Exemptive Order Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission, as amended, modified or supplemented from time to time, pursuant to the United States Commodity Exchange Act, as amended, save as otherwise provided in § 3(c) below and may not be held otherwise than through a Clearing System, and the Regulation S Global Security will bear a legend regarding such restrictions on transfer. Persons holding beneficial interests in the Regulation S Global Security will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Securities in fully registered form.

- (i) *Rule 144A Global Security.* The Securities issued in reliance on Rule 144A are represented by the Rule 144A global security (the “**Rule 144A Global Security**”) without coupons or receipts. The Rule 144A Global Security shall be signed manually by two authorised signatories of the Issuer and shall be authenticated with a control signature by the Fiscal Agent. The Securities have only been offered and sold in the United States or to U.S. persons in private transactions to “qualified institutional buyers” pursuant to Rule 144A under the Securities Act (“QIBs”). The Rule 144A Global Security is subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions. Persons holding beneficial interests in a Rule 144A Global Security will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Securities in fully registered form. “**Legended Security**” means Registered Securities (whether in definitive form or represented by a Registered Global Security) sold in private transactions to QIBs in accordance with the requirements of Rule 144A (“**Rule 144A**”) of the United States Securities Act of 1933, as amended (the “**Securities Act**”).]

- (ii) *Transfers of interests in Regulation S Global Securities.*

Prior to expiry of the applicable Distribution Compliance Period, transfers by the holder of, or of a beneficial interest in, a Regulation S Global Security to a transferee in the United States or who is a U.S. person will only be made:

- (x) upon receipt by the Registrar of a written certification substantially in the form set out in the Agency Agreement, amended as appropriate (a “**Transfer Certificate**”), copies of which are available from the specified office of the Registrar or any Transfer Agent, from the transferor of the Security or beneficial interest therein to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A; or
- (y) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable federal or state securities laws of the United States,

and, in each case, in accordance with (1) any applicable federal or state securities laws of the United States or any other jurisdiction and (2) any applicable restriction on transfer imposed by the United States Commodity Exchange Act, as amended, as indicated and set out in the applicable Final Terms.

In the case of (x) above, such transferee may take delivery through a Legended Security in global or definitive form. After expiry of the applicable Distribution Compliance Period (1) beneficial interests in Regulation S Global Securities registered in the name of a nominee for DTC may be held through DTC directly, by a participant in DTC, or indirectly through a participant in DTC and (2) such certification requirements will no longer apply to such transfers.

(iii) *Transfers of interests in Legended Securities.*

Transfers of Legended Securities or beneficial interests therein may be made:

- (x) to a transferee who takes delivery of such interest through a Regulation S Global Security, upon receipt by the Registrar of a duly completed Transfer Certificate from the transferor to the effect that such transfer is being made in accordance with Regulation S and that in the case of a Regulation S Global Security registered in the name of a nominee for DTC, if such transfer is being made prior to expiry of the applicable Distribution Compliance Period, the interests in the Securities being transferred will be held immediately thereafter through Euroclear and/or CBL; or
- (y) to a transferee who takes delivery of such interest through a Legended Security where the transferee is a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, without certification; or
- (z) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any State of the United States,

and, in each case, in accordance with (1) any applicable federal or state securities laws of the United States or any other jurisdiction and (2) any

applicable restriction on transfer imposed by the United States Commodity Exchange Act as indicated and set out in the applicable Final Terms.

Upon the transfer, exchange or replacement of Legended Securities, or upon specific request for removal of the Legend, the Registrar shall deliver only Legended Securities or refuse to remove the Legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

(iv) *Exchanges and transfers of Registered Securities generally.*

Holders of Registered Securities in definitive form may exchange such Security for interests in a Registered Global Security of the same type at any time.

[INSERT IF THE SECURITIES ARE ISSUED INITIALLY PURSUANT TO A REGULATION S GLOBAL SECURITY AND/OR A RULE 144A GLOBAL SECURITY:

- (b) The Global Security will be deposited [with a custodian for, and registered in the name of a nominee of, DTC, including for the accounts of the Clearing System][with a common depository for, and registered in the name of a common nominee of the Clearing System.]
- (c) Interests in a Global Security will be exchangeable (free of charge), in whole but not in part, for definitive Registered Securities without receipts, interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, “**Exchange Event**” means that (i) an Event of Default has occurred and is continuing, (ii) in the case of Securities registered in the name of a nominee for DTC, either DTC has notified the Issuer that it is unwilling or unable to continue to act as depository for the Securities and no alternative clearing system is available or DTC has ceased to constitute a clearing agency registered under the Exchange Act, (iii) in the case of Securities registered in the name of a nominee for a common depository for Euroclear and CBL, the Issuer has been notified that both Euroclear and CBL have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available or (iv) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Global Security in definitive form.

The Issuer will promptly give notice to Securityholders in accordance with § [12]/[15] if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, the relevant Clearing System (acting on the instructions of any holder of an interest in the Global Security) may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iv) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than ten days after the date of receipt of the first relevant notice by the Registrar.”

3. § 1(4) of the Terms and Conditions will be deleted and replaced by the following new § 1(4):

“[INSERT IF THE SECURITIES ARE INITIALLY REPRESENTED BY A GLOBAL SECURITY:

- (4) *Clearing System.* The Global Security will be [deposited with a custodian for, and registered in the name of a nominee of, DTC, including for the accounts of the relevant Clearing System] [deposited with a common depository, for and registered in the name of the relevant Clearing System]. Persons holding beneficial interests in Global Securities will be entitled or required, as the case may be, to receive physical delivery of definitive Securities in fully registered form. “**Clearing System**” means [if more than one Clearing System insert: each of] the following: [Clearstream Banking société anonyme, Luxembourg (“**CBL**”) [,] [and] [Euroclear Bank S.A./N.V. (“**Euroclear**”) [,] [and] [specify other Clearing System] and any successor in such capacity.”]

4. § 1[(5)] of the Terms and Conditions will be deleted and replaced by the following new § 1[(5)]:
- (5) “*Securityholder*. “**Securityholder**” and (in relation to a Security) “**holder**” means the person whose name appears in the register of Securityholders.”

5. § 1[(7)] of the Terms and Conditions will be deleted and replaced by the following new § 1[(7)]:

- (6) “*References to Securities*. References herein to the “**Securities**” include [each definitive Security issued in respect of the Securities] [(unless the context otherwise requires) references to any Regulation S Global Security or Rule 144A Global Security (each a “**Global Security**”) representing the Securities [and any definitive Securities issued in exchange for a Global Security following an Exchange Event.]]”

6. The following § 1[(9)] of the Terms and Conditions will be inserted:

- (7) “(a) *Transfers*. A Security may be transferred by depositing the Security Certificate issued in respect of that Security, with the form of transfer on the back duly completed and signed, at the specified office of the Registrar or any of the Agents.

For a description of certain restrictions on transfers of interests in the Securities, see “*Transfers of Securities represented by Registered Global Securities*” at page [●] below and “*Transfer and Selling Restrictions*” at pages [●] et seq.

- (b) *Delivery of new Security Certificates*. Each new Security Certificate to be issued upon transfer of the Securities will, within five Business Days of receipt by the Registrar or the [insert relevant Agent] of the duly completed form of transfer endorsed on the relevant Security Certificate, be mailed by uninsured mail at the risk of the Securityholder to the address specified in the form of transfer. For the purposes of this §1(7)(b), “**Business Day**” shall mean a day on which banks are open for business in the city in which the specified office of the agent with whom a Security Certificate is deposited in connection with a transfer is located.

Except in the limited circumstances described herein, owners of interests in the Securities will not be entitled to receive physical delivery of Certificates. Issues of Certificates upon transfer of Securities are subject to compliance by the transferor and transferee with the certification procedures described above and in the Agency Agreement [insert in the case of Rule 144A: and compliance with the Securities Act legend].

Where some but not all of the Securities in respect of which a Security Certificate is issued are to be transferred a new Security Certificate in respect of the Securities not so transferred will, within five Business Days of receipt by the Registrar or the relevant agent of the original Security Certificate, be mailed by uninsured mail at the risk of the Securityholder not so transferred to the address of the Securityholder appearing on the register of Securityholders or as specified in the form of transfer.

- (c) *Formalities free of charge*. Registration of transfer of the Securities will be effected without charge by or on behalf of the Issuer or any agent but upon payment (or the giving of such indemnity as the Issuer or any Agent may reasonably require) in respect of any tax or other governmental charges which may be imposed in relation to such transfer.
- (d) *Closed Periods*. No Securityholder may require the transfer of a Security to be registered during the period of fifteen days ending on the due date for any payment of principal, premium or interest on that Security.

[The Issuer shall not be required in the event of a partial redemption of Securities under § 5 (*Redemption*):

- (i) to register the transfer of the Securities (or parts of Securities) during the period beginning on the 65th day before the date of the partial redemption and ending on the day on which notice is given specifying the serial numbers of Securities called (in whole or in part) for redemption (both inclusive); or
 - (ii) to register the transfer of any Security, or part of a Security, called for redemption.]
- (e) *Regulations.* All transfers of Securities and entries on the register of Securityholders will be made subject to the detailed regulations concerning transfer of Securities scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Securityholder who requests one.”

7. Accrual of Interest in relation to interest-bearing Securities

If the Securities are not English law Credit Linked Securities and Option I applies, § 3(3) of the Terms and Conditions will be replaced by the following new § 3(3):

- “(3) *Accrual of Interest.* Each Security shall cease to bear interest from the expiry of the day preceding the day on which it is due for redemption, unless **[insert if the Securities are cash settled: payment of principal [insert if the Securities are (i) physically settled or (ii) cash settled and/or physically settled: [and/or] delivery of all assets deliverable]** is improperly withheld or refused. If the Issuer shall fail to redeem each Security when due, interest shall continue to accrue on the outstanding principal amount of such Security from (and including) the due date for redemption until (but excluding) the earlier of (i) the date on which **[insert if the Securities are cash settled: all amounts due in respect of such Security have been paid] [insert if the Securities are (i) physically settled or (ii) cash and/or physically settled: [and/or] all assets deliverable in respect of such Security have been delivered]**, and (ii) five days after the date on which **[insert if the Securities are cash settled: [the full amount of the moneys payable in respect of such Security has been received by the Registrar] [insert if the Securities are (i) physically settled or (ii) cash and/or physically settled: [and/or] all assets in respect of such Security have been received by an agent appointed by the Issuer to deliver such assets to Securityholders and notice to that effect has been given to the Securityholders in accordance with § [12]] at the Rate of Interest [applicable in respect of the last occurring Interest Period].”;**

if the Securities are English law Credit Linked Securities and Option I applies, § 3(3) shall apply as amended by Credit Linked Condition 1 with the replacement of the words “Fiscal Agent” therein with “Registrar”.

If the Securities and are not English law Credit Linked Securities and Option II or Option V applies, § 3(9) of the Terms and Conditions (in the case of Option II or Option V for Securities other than Fixed Rate Securities and without an Interest Switch) or § 3(3) of the Terms and Conditions (in the case of Option V for Fixed Rate Securities without an Interest Switch and Securities with an Interest Switch), as applicable, will be deleted and replaced by the following new § 3([3]/[9]):

- “ *Accrual of Interest.* Each Security shall cease to bear interest from the expiry of the day preceding the day on which it is due for redemption, unless **[insert if the Securities are cash settled: [payment of principal] [insert if the Securities are (i) physically settled or (ii) cash and physically settled: [and/or] delivery of all assets deliverable]** is improperly withheld or refused. If the Issuer shall fail to redeem each Security when due, interest shall continue to accrue on the outstanding principal amount of such Security from (and including) the due date for redemption until (but excluding) the earlier of (i) the date

on which **[insert if the Securities are cash settled:** all amounts due in respect of such Security have been paid] **[insert if the Securities are (i) physically settled or (ii) cash and/or physically settled:** [and/or] all assets deliverable in respect of such Security have been delivered], and (ii) five days after the date on which **[insert if the Securities are cash settled:** the full amount of the moneys payable in respect of such Security has been received by the Registrar] **[insert if the Securities are (i) physically settled or (ii) cash and/or physically settled:** [and/or] all assets in respect of such Security have been received by an agent appointed by the Issuer to deliver such assets to Securityholders and notice to that effect has been given to the Securityholders in accordance with § **[where Option II applies:[12]][where Option V applies:[15]]** at the Rate of Interest [applicable in respect of the last occurring Interest Period].”; or

if the Securities are English law Credit Linked Securities and Option II or Option V applies, § 3(3) of the Terms and Conditions (in the case of Option V for Securities other than Fixed Rate Securities and without an Interest Switch) or § 3(9) of the Terms and Conditions (in the case of Option II or Option V for Fixed Rate Securities without an Interest Switch and Securities with an Interest Switch), as applicable, shall apply as amended by Credit Linked Condition 1 with the replacement of the words “Fiscal Agent” therein with “Registrar”.

8. If Option I applies, § 3(2) of the Terms and Conditions will be deleted and replaced by the following new § 3 (2):

“(2) *Late Payment on Securities.* If the amount payable in respect of any Security upon redemption of such Security pursuant to §5(1), §5[(3)], §5[(4)], §5[(6)], §[7(2)] or upon its becoming due and repayable as provided in §[9] is improperly withheld or refused, the amount due and repayable in respect of such Security shall be the amount calculated as provided in the definition of Amortised Face Amount as though the references therein to the date fixed for the redemption or the date upon which such Security becomes due and payable were replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of such Security have been paid; and
- (b) five days after the date on which the full amount of the moneys payable in respect of such Securities has been received by the Registrar and notice to that effect has been given to the Securityholders in accordance with §[12].”

9. § 4 (1) and § 4 (2) of the Terms and Conditions will be deleted and replaced by the following new § 4 (1) and § 4 (2):

“(a) *Payment of Principal.* **[Insert for payments of principal and any final instalment:** Payments of principal in respect of each Security will be made against presentation and **[insert in the case of part payment of any sum due:** endorsement] **[insert in the case of full payment:** surrender] of the Security at the specified office of the Registrar or any of the Paying Agents.

[(b) *Payments of [interest] [and] [instalments of principal].* Payments of **[insert for interest payments:** interest] **[insert for payments of principal for Instalment Securities, other than for English law Credit Linked Securities, excluding the final instalment:** [and] [payments of] instalments of principal] in respect of each Security will be made to the holder (or the first named of joint holders) of the Security appearing in the Register (i) where the Security is in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (ii) where the Security is in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the relevant due date (in each case, the relevant “**Record Date**”) at its address shown in the Register on the Record Date and at its risk. Payment of [the interest due in

respect of each Security on redemption] [and] [the final instalment of principal] will be made in accordance with § 4(2)[(a)] below.

- (c) Securityholders will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Security as a result of a cheque posted in accordance with this §4(1)(c) arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Securities.

Manner of Payment.

[(a)] Payments to be made in accordance with § 4(1)(a) will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Security appearing in the Register at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account or (ii) the principal amount of the Securities held by a holder is less than U.S.\$250,000 (or its approximate equivalent in any other Specified Currency or, if EM Pass-Through Securities is specified as applicable in the applicable Final Terms, its approximate equivalent in the Domestic Currency (as defined in the applicable Final Terms)), payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below).

[(b)] Payments to be made in accordance with § 4(1)(b) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder as specified in § 4(1)(b) above. Upon application of the holder to the specified office of the Registrar not less than three business days (as defined below) before the due date for any payment of interest in respect of a Security, the payment may be made by transfer on the due date in the manner provided in § 4(2)(a). Any such application for transfer shall be deemed to relate to all future payments of [interest (other than interest due on redemption)] [and] [instalments of principal (other than the final instalment)] in respect of the Registered Securities which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder.]

[INSERT IN THE CASE WHEN PAYMENTS ARE NOT MADE IN U.S. DOLLARS:

[(c)] All amounts payable to DTC or its nominee as registered holder of the Global Security shall be paid by transfer by the Registrar to an account in the Specified Currency of the Exchange Agent on behalf of DTC or its nominee for conversion into and payment in U.S. dollars in accordance with the provisions of the Agency Agreement.]

[(d)] None of the Issuer or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Global Security or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

For the purposes hereof the following definitions shall apply:

“Designated Account” means the account maintained by a holder with a Designated Bank and identified as such in the Register.

“Designated Bank” means [insert in the case of payment in a Specified Currency other than Euro: a bank in [insert the principal financial centre of the country of the Specified Currency (if the Specified Currency is Australian dollars, Sydney/if the Specified Currency is New Zealand dollars, Auckland)]] [insert in the case of a payment in Euro: any bank which processes payments in Euro].”

10. § 4(4) of the Terms and Conditions will be deleted and replaced by the following new § 4 (4):

“[(4)] *[Discharge.* For so long as the Securities are represented by a Global Security, the Issuer will be discharged by payment to, or to the order of, the holder of the Global Security in respect of the amount to be paid. Each of the persons shown in the records of the relevant Clearing System as the beneficial holder of a particular principal amount of Securities represented by such Global Security must look solely to the relevant Clearing System for its share of each payment so made by the Issuer to, or to the order of, the holder of such Global Security. In the case of Definitive Securities, the Issuer shall be discharged by payment to the persons shown on the Register on the relevant Record Date immediately preceding the due date for payment.]”

11. § 5 [(2)](b) of the Terms and Conditions will be deleted and replaced by the following new § 5 [(2)](b):

“(b) Notice of redemption shall be given by the Issuer to the Securityholders in accordance with § **[where Option I or II applies:[12][where Option V applies:[15]]**. Such notice shall specify:

(i) whether the Securities are to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Securities which are to be redeemed;

(ii) the Call Redemption Date, which shall not be less than **[insert Minimum Notice to Securityholders]** [thirty days] nor more than **[insert Maximum Notice to Securityholders]** [sixty days] days after the date on which notice is given by the Issuer to the Securityholders and not less than **[insert notice period to Registrar]** [forty-five days]; and

(iii) the Call Redemption Amount at which such Securities are to be redeemed.]”

12. § 5 [(3)](b) of the Terms and Conditions will be deleted and replaced by the following new § 5 [(3)](b):

“The Securityholder must, if this Security is in definitive form deliver, at the specified office of the Registrar at any time during normal business hours of the Registrar falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from the specified office of the Registrar (a “**Put Notice**”) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made and the principal amount thereof to be redeemed, and if less than the full amount of the Securities so surrendered is to be redeemed, an address to which a new Security in respect of the balance of such Security is to be sent subject to and in accordance with § 1 (9). If this Security is in definitive form, the Put Notice must be accompanied by the Security or evidence satisfactory to the Registrar concerned that this Security will, following delivery of the Put Notice, be held to its order or under its control. If this Security is represented by a Global Security to exercise this option the Securityholder must, within the notice period, give notice to the Registrar of such exercise in accordance with the standard procedures of such Clearing Systems (which may include notice being given on its instruction by such Clearing Systems or the Registrar by electronic means) in a form acceptable to such Clearing Systems from time to time and at the same time present or procure the presentation of the relevant Global Security to the Registrar for notation accordingly.]”

No option so exercised or Security so deposited may be revoked or withdrawn unless prior to the due date for redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option may select by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Security forthwith due and payable pursuant to § **[where Option I or II applies:[9]][where Option V applies:[12]].]**”

13. If Option V applies and (i) Physical Delivery or (ii) Cash Settlement and/or Physical Delivery applies to the Securities and the Securities are English law Securities other than Credit Linked Securities, the following new § 6(2) shall be included:

"Physical Delivery.

- (a) In order to obtain delivery of the Asset Amount(s) in respect of a Security (i) if such Security is represented by a Global Security, the Securityholder must deliver to the relevant Clearing System, with a copy to the Issuer not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice or (ii) if such Security is a Definitive Note, the Securityholder must deliver to the Registrar or any Paying Agent with a copy to the Issuer not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice (as defined below).

Forms of the Asset Transfer Notice may be obtained during normal business hours from the specified office of the Registrar or any Paying Agent.

An Asset Transfer Notice may only be delivered if such Security is represented by a Global Security in such manner as is acceptable to the relevant Clearing System or, if such Security is a Definitive Security, in writing or by tested telex together with the Security Certificates to which the relevant Asset Transfer Notice relates.

An Asset Transfer Notice must:

- (1) specify the name and address of the Securityholder, the person from whom the Issuer may obtain details for the delivery of the Asset Amount and any details required for delivery of the Asset Amount;
- (2) if such Security is represented by a Global Security, specify the principal amount of Securities which are the subject of such notice and the number of the Securityholder's account at the relevant Clearing System to be debited with such Securities and irrevocably instruct and authorise the relevant Clearing System to debit the Securityholder's account with such Securities on or before the Delivery Date;
- (3) include an undertaking to pay all Delivery Expenses and if the Security is represented by a Global Security, an authority to debit a specified account of the Securityholder at the relevant Clearing System in respect thereof and to pay such Delivery Expenses; and
- (4) specify an account to which dividends (if any) payable pursuant to this subsection or any other cash amounts are to be paid; and authorise the production of such notice in any applicable administrative or legal proceedings.

No Asset Transfer Notice may be withdrawn after receipt thereof by the relevant Clearing System, the Registrar or a Paying Agent, as the case may be, as provided above. After delivery of an Asset Transfer Notice, the Securityholder may not transfer the Securities which are the subject of such notice.

In the case of Securities represented by a Global Security, upon receipt of such notice, the relevant Clearing System shall verify that the person specified therein as the Securityholder is the holder of the specified principal amount of Securities according to its books.

Failure properly to complete and deliver an Asset Transfer Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in these Conditions shall be made in the case of Securities represented by a Global Security by the relevant Clearing System after consultation with the Issuer and shall be conclusive and binding on the Issuer and the Securityholder and, if such Security is in a definitive form, by the relevant Paying Agent or the Registrar after consultation with the Issuer, and shall be conclusive and binding on the Issuer and the Securityholder.

- (b) Delivery of the Asset Amount in respect of each Security shall be made at the risk of the Securityholder in such commercially reasonable manner as the Calculation Agent shall in its sole

discretion determine and notify to the person designated by the Securityholder in the relevant Asset Transfer Notice **[or insert alternative manner of delivery]**.

In relation to each Security which is to be redeemed by delivery of the Asset Amount, the Asset Amount will be delivered at the risk of the Securityholder, in the manner provided above on the Maturity Date (such date, subject to adjustment in accordance with this §[6] the “**Delivery Date**”), provided that the Asset Transfer Notice is duly delivered to the Clearing System or any Paying Agent, as the case may be, with a copy to the Issuer, as provided above, not later than the close of business in each place of receipt on **[insert the Cut-Off Date]** (the “**Cut-Off Date**”).

If the Securityholder fails to give an Asset Transfer Notice as provided herein with a copy to the Issuer, not later than the close of business in each place of receipt on the Cut-Off Date, then the Asset Amount will be delivered as soon as practicable after the Maturity Date (in which case, such date of delivery shall be the Delivery Date) at the risk of the relevant Securityholder in the manner provided above. For the avoidance of doubt, in such circumstances the relevant Securityholder shall not be entitled to any payment, whether of interest or otherwise, as a result of such Delivery Date falling after the originally designated Delivery Date and no liability in respect thereof shall attach to the Issuer.”

14. If the Securities are English law Credit Linked Securities and (i) Physical Delivery or (ii) Cash Settlement and/or Physical Delivery applies to the Securities, the following amendments will be made to § 6(7)(i):
- (a) the words "or the Registrar" will be inserted after each reference to "Paying Agent" therein;
 - (b) the words "and the Registrar" will be inserted after the references to "relevant Clearing System" in the first, third and seventh paragraphs thereof";
 - (c) the words "together with the Security Certificates to which the relevant Asset Transfer Notice relates" will be inserted after the words "tested telex" at the end of the third paragraph thereof; and
 - (d) the first sentence of paragraph four thereof commencing "If the Security is in definitive form" will be deleted.
15. § 6 of the Terms and Conditions (if the Securities are not English law Credit Linked Securities and Option I or Option II applies), §7 of the Terms and Conditions (if the Securities are English law Credit Linked Securities and Option I or Option II applies) or § 9 of the Terms and Conditions (if Option V applies), as applicable, will be deleted and replaced by the following new § [6][7][9]:

§ [6], § [7] or § [9] as applicable
THE FISCAL AGENT [.] [THE PAYING AGENT[S]] [.] [THE CALCULATION AGENT] [.]
[THE DETERMINATION AGENT] [.] [THE EXCHANGE AGENT] [.] [THE TRANSFER AGENT]
[AND THE REGISTRAR]

- (1) *Appointment.* The Fiscal Agent [.] the Paying Agent[s] [.] [the Calculation Agent] [.] [the Determination Agent] [.] [the Exchange Agent] [.] [the Transfer Agent] [and the Registrar] and [its] [their] [respective] office[s] [is] [are]:

Fiscal Agent: [Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB]
(the “**Fiscal Agent**”)

Paying Agent[s]: [Deutsche Bank AG, London Branch
Winchester House

1 Great Winchester Street
London EC2N 2DB]

[Deutsche Bank Luxembourg S.A.
2 boulevard Konrad Adenauer
L-1115 Luxembourg]

[Insert other Paying Agents and specified offices]

([each a] [the] “Paying Agent” [and together the “Paying Agents”]).

[If the Fiscal Agent is to be appointed as Calculation Agent insert: The Fiscal Agent shall also act as Calculation Agent (the “Calculation Agent”).]

[If a Calculation Agent other than the Fiscal Agent is to be appointed insert: The Calculation Agent and its initial specified office shall be:

Calculation Agent: [insert name and specified office] (the “Calculation Agent”)]

[If the Fiscal Agent is to be appointed as Determination Agent insert: The Fiscal Agent shall also act as Determination Agent (the “Determination Agent”).]

[If a Determination Agent other than the Fiscal Agent is to be appointed insert: The Determination Agent (the “Determination Agent”) and its initial office shall be:

Determination Agent: [insert name and specified office]

[If the Fiscal Agent is to be appointed as Exchange Agent insert: The Fiscal Agent shall also act as the Exchange Agent (the “Exchange Agent”).]

[If an Exchange Agent is to be appointed other than the Fiscal Agent insert: The Exchange Agent (the “Exchange Agent”) and its initial office shall be:

Exchange Agent: [insert name and specified office]

The Transfer Agent (the “Transfer Agent”) and its initial office shall be:

Transfer Agent: Deutsche Bank Luxembourg S.A.
2 boulevard Konrad Adenauer
L-1115 Luxembourg

The Registrar (the “Registrar”) and its initial office shall be:

Registrar: Deutsche Bank Trust Company Americas,
Attn: Trust & Securities Services
60 Wall Street
MSNYC60-2710
New York, New York 10005
United States

The Fiscal Agent [,] the Paying Agent[s] [,] [the Calculation Agent] [,] [the Determination Agent] [,] [the Exchange Agent] [,] [the Transfer Agent] [and the Registrar] reserve the right at any time to change [its] [their respective] office to some other offices.

- (2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent [or] [,] [the] [any] Paying Agent] [or] [,] the Calculation Agent] [or] [,] the Determination Agent] [or] [,] the Exchange Agent] [or] [,] the Transfer Agent] [or the Registrar] and to appoint another Fiscal Agent [or another or additional

Paying Agents] [or another Calculation Agent] [or another Determination Agent] [or another Exchange Agent] [or another Transfer Agent] [or another Registrar]. The Issuer shall at all times maintain (a) a Fiscal Agent and a Registrar **[in the case of Securities listed on a stock exchange insert: [,] [and]** (b) so long as the Securities are listed on the **[insert name of Stock Exchange]**, a Paying Agent (which may be the Fiscal Agent) and a Transfer Agent with an office in **[insert location of Stock Exchange]** and/or in such other place as may be required by the rules of such stock exchange (or any other relevant authority) **[in the case of payments in U.S. dollars insert: [,] [and]** [(c) if payments at or through the offices of all Paying Agents outside the United States (as defined in § 4(3)) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in U.S. dollars, a Paying Agent with an office in the United States] **[in the case of any Securities represented by a Registered Global Security held through DTC or its nominees and payable in a Specified Currency other than U.S. dollars: [,] [and]** [(d) an Exchange Agent with a specified office in the United States] **[if any Calculation Agent is to be appointed insert: [,] [and]** [(e) a Calculation Agent **[if any Determination Agent is to be appointed insert: [,] [and]** [(f) a Determination Agent **[if Determination Agent is required to maintain an office in a Required Location insert: with an office in [insert Required Location]]**. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than forty-five days' prior notice thereof shall have been given to the Securityholders in accordance with § **[where Option I or II applies:[12]][where Option V applies:[15]]**.

(3) *Agents of the Issuer.* The Fiscal Agent [,] [the Paying Agent[s]] [,] [the Calculation Agent] [,] [the Determination Agent] [,] [the Exchange Agent] [,] [the Transfer Agent] [and the Registrar] act solely as agents of the Issuer and do not have any obligations towards, or relationship of agency or trust with any Securityholder. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become successor agent."

16. §[8] [(2)], of the Terms and Conditions (if Option I or Option II applies) or § [11] [(2)] of the Terms and Conditions (if Option V applies), as applicable, will be deleted and replaced by the following new §[8] [(2)] or § [11] [(2)] as applicable:

"[(2)] Should any Security be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Registrar upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Securities must be surrendered before replacements will be issued."

17. §[11] (2) of the Terms and Conditions (if Option I or Option II applies) or § [14] (2) of the Terms and Conditions (if Option V applies), as applicable, will be deleted and replaced by the following new §[11] (2) or § [14] (2) as applicable:

"(2) *Purchases and Cancellation.* The Issuer may at any time purchase Securities in the open market or otherwise and at any price. Securities purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Registrar for cancellation. If purchases are made by public tender, such tender for Securities must be made available to all Securityholders alike."

18. § [12] (1) of the Terms and Conditions (if Option I or Option II applies) or § [15] (1) of the Terms and Conditions (if Option V applies), as applicable, will be deleted and replaced by the following new § [12] (1) or § [15] (1) as applicable:

"(1) *Publication.* All notices regarding the Securities will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been

given on the second day after mailing and, in addition, for so long as any Securities are listed on a stock exchange and the rules of that stock exchange (or any other relevant authority) so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules.”

19. § [12][(3)] of the Terms and Conditions (if Option I or Option II applies) or § [15][(3)] of the Terms and Conditions (if Option V applies), as applicable, will be deleted and replaced by the following new § [12][(3)] or § [15][(3)] as applicable:

“(3) *Notification by Securityholders.* Notices to be given by any Securityholder shall be in writing and given by lodging the same, together (in the case of any Security in definitive form) with the relative Security Certificate with the Registrar. Whilst any of the Securities are represented by a Global Security, such notice may be given by any holder of a Security to the Registrar through the relevant Clearing System, in such manner as the Registrar and the relevant Clearing System may approve for this purpose.”

20. § [15](1) of the Terms and Conditions (if Option I or Option II applies) or § [18](1) of the Terms and Conditions (if Option V applies), as applicable, will be deleted and replaced by the following new § [15](1) or § [18](1) (Securities governed by English law) as applicable:

“(1) *Governing law.* The Agency Agreement, the Deed Poll, the Deed of Covenant and the Securities are governed by, and shall be construed in accordance with, English law.”

21. § [15](3) of the Terms and Conditions (if Option I or Option II applies) or § [18](3) of the Terms and Conditions (if Option V applies), as applicable, will be deleted and replaced by the following new § [15](3) or § [18](3) as applicable:

“(3) *Other documents.* The Issuer has in the Agency Agreement, the Deed of Covenant and the Deed Poll submitted to the jurisdiction of the English courts in terms substantially similar to those set out above.”

22. If EM Pass-Through Securities is specified as applicable in the applicable Final Terms, the first paragraph of, in the case of the Credit Linked Notes Annex A, §6(25)(g) or, in the case of the Credit Linked Notes Annex B, §6(17)(g) of the Terms and Conditions will be deleted and replaced by the following new paragraph:

"Subject to the following paragraph, if on any date on which a Fixing Rate is required to be determined under the Securities the Calculation Agent determines that an Inconvertibility Event has occurred and is subsisting it shall give notice (an "**Inconvertibility Event Notice**") to the Securityholders in accordance with §[12]/[15] and, in lieu of paying the relevant Specified Currency amount to be calculated using such Fixing Rate on the due date for payment thereof, the Issuer shall pay the relevant unconverted amount in the Domestic Currency (each a "**Domestic Currency Amount**") two Business Days after receipt by the Calculation Agent of the relevant Domestic Currency Amount Notice. In order to receive a Domestic Currency Amount, each Securityholder must deliver to the Calculation Agent in accordance with paragraph (h) of below with a copy to the Registrar a notice (a "**Domestic Currency Amount Notice**") specifying details of an account into which, in the determination of the Calculation Agent, the relevant Domestic Currency Amount may be paid."

FORM OF FINAL TERMS

MUSTER DER ENDGÜLTIGEN BEDINGUNGEN*

Set out below is the form of Final Terms for issues of Securities under the Programme. The Final Terms applicable to a specific issue of Securities will be in the following form, completed to reflect the particular terms of the relevant Securities and their issue. In the case of Securities that are to be (i) admitted to trading on either the regulated market of the Luxembourg Stock Exchange and listed on the Official List of the Luxembourg Stock Exchange or (ii) offered to the public in any EEA member state, the applicable Final Terms will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Nachfolgend aufgeführt ist ein Muster der Endgültigen Bedingungen für Schuldverschreibungen, die im Rahmen des Programms begeben werden. Die Endgültigen Bedingungen, die auf eine konkrete Emission anwendbar sind, werden dem nachfolgenden Muster folgen, das vervollständigt und, soweit erforderlich, geändert wird, um die spezifischen Bedingungen der betreffenden Schuldverschreibungen und ihrer Emission wiederzugeben. Im Fall von Schuldverschreibungen, die (i) entweder zum Handel am geregelten Markt oder am Euro MTF Markt der Luxemburger Börse zugelassen und an der Official List der Luxemburger Börse notiert sind, oder (ii) öffentlich in einem EEA Mitgliedsstaat angeboten werden, sind die Endgültigen Bedingungen auf der Internetseite der der Luxemburger Börse (www.bourse.lu) zu veröffentlichen.

[insert Date
Datum einfügen]

Final Terms

Endgültige Bedingungen

[Insert title of relevant Series of Securities]

issued by Deutsche Bank Aktiengesellschaft [acting through [its] [London Branch] [Sydney Branch] [Milan Branch] [Hong Kong Branch] [Singapore Branch] [insert other branch] [Deutsche Bank Aktiengesellschaft, Sucursal em Portugal (its branch in Portugal) [Deutsche Bank Aktiengesellschaft, Sucursal en España (its branch in Spain)]] (the “**Issuer**”) [and guaranteed by Deutsche Bank Aktiengesellschaft acting through its New York Branch (the “**Guarantor**”)]¹⁵⁸ pursuant to the

[Bezeichnung der betreffenden Serie der Schuldverschreibungen einfügen]

emittiert von Deutsche Bank Aktiengesellschaft [handelnd durch [ihre] [Zweigniederlassung London] [Zweigniederlassung Sydney] [Zweigniederlassung Mailand] [Zweigniederlassung Hongkong] [Zweigniederlassung Singapur] [andere Zweigniederlassung einfügen] [Deutsche Bank Aktiengesellschaft, Sucursal em Portugal (ihre Zweigniederlassung in Portugal)] [Deutsche Bank Aktiengesellschaft, Sucursal en España (ihre Zweigniederlassung in Spanien)]] (die „**Emittentin**“) [garantiert durch Deutsche Bank Aktiengesellschaft handelnd durch ihre Zweigniederlassung New York]¹⁵⁹ aufgrund des

Euro 80,000,000,000

Euro 80.000.000.000

Debt Issuance Programme

* If the Conditions of the Securities are in the English language only, the Final Terms shall only include the English language sections.

Falls die Bedingungen der Schuldverschreibungen nur englische Sprache vorsehen, enthalten die Endgültigen Bedingungen nur die englischsprachigen Abschnitte.

¹⁵⁸ Insert in the case Deutsche Bank Aktiengesellschaft is issuing Securities pursuant to Section 3(a) (2) of the US Securities Act. Deutsche Bank Aktiengesellschaft will issue such Securities only through its London branch.

¹⁵⁹ *Einfügen, falls Deutsche Bank Aktiengesellschaft Schuldverschreibungen gemäß Section 3(a) (2) des US Securities Act begibt. Die Deutsche Bank Aktiengesellschaft wird solche Schuldverschreibungen nur durch ihre Zweigniederlassung London begeben.*

dated 26 June 2014
datiert 26. Juni 2014

of
der

Deutsche Bank Aktiengesellschaft

[Issue Price [of Tranche]: [●] per cent.
*Ausgabepreis [der Tranche]: [●] Prozent]*¹⁶⁰

Issue Date: [●]¹⁶¹
Tag der Begebung: [●]

(the „**Securities**“
(die „Schuldverschreibungen“))

These Final Terms have been prepared for the purpose of Article 5 (4) of the Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended, and must be read in conjunction with the Base Prospectus dated 26 June 2014 (including the documents incorporated into the Base Prospectus by reference) (the “**Prospectus**”) pertaining to the Euro 80,000,000,000 Debt Issuance Programme of Deutsche Bank Aktiengesellschaft (the “**Programme**”) [and the supplement(s) dated **[insert date of supplement(s)]** (including the documents incorporated into the supplement(s) by reference)]. The Prospectus (and any supplements to the Prospectus) are available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of the Issuer (www.db.com/ir). Full information on Deutsche Bank Aktiengesellschaft and the offer of the Securities is only available on the basis of the combination of the Prospectus, any supplement and these Final Terms. [A summary of the individual issue of the Securities is annexed to these Final Terms.]¹⁶²

*Diese Endgültigen Bedingungen wurden für Zwecke des Artikels 5 Absatz 4 der Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003, in der jeweils geänderten Fassung, abgefasst und sind in Verbindung mit dem dem Basisprospekt vom 26. Juni 2014 (einschließlich der per Verweis in den Basisprospekt einbezogenen Dokumente) (der „Prospekt“) in Bezug auf das Euro 80.000.000.000 Debt Issuance Programme der Deutsche Bank Aktiengesellschaft (das „Programm“) [und dem(den) Nachtrag(Nachträgen) dazu vom **[Datum des bzw. der Nachträge einfügen]** (einschließlich aller Dokumente, die per Verweis in den jeweiligen Nachtrag einbezogen wurden)] zu lesen. Der Prospekt (sowie jeder Nachtrag dazu) kann in elektronischer Form auf der Internetseite der Wertpapierbörse Luxemburg (www.bourse.lu) und der Internetseite der Emittentin Deutsche Bank AG (www.db.com/ir) eingesehen werden. Um sämtliche Angaben zur Deutschen Bank Aktiengesellschaft und dem Angebot der Schuldverschreibungen zu erhalten, sind die Endgültigen Bedingungen, der Prospekt und etwaige Nachträge im Zusammenhang zu lesen. [Eine Zusammenfassung der einzelnen Emission der Wertpapiere ist diesen Endgültigen Bedingungen angefügt.]¹⁶³*

¹⁶⁰ Insert, unless the Securities are Wholesale Securities that are not Derivative Securities.

¹⁶¹ *Einfügen, falls es sich nicht um Wholesale-Schuldverschreibungen, die keine Derivativen Wertpapiere sind, handelt.*

¹⁶¹ The Issue Date is the date of payment and settlement of the Securities. In the case of free delivery, the Issue Date is the delivery date.

Der Tag der Begebung ist der Tag, an dem die Schuldverschreibungen begeben und bezahlt werden. Bei freier Lieferung ist der Tag der Begebung der Tag der Lieferung.

¹⁶² Not required in the case of an issue of Securities with a minimum denomination of at least € 100,000 (“**Wholesale Securities**”).

¹⁶³ *Nicht erforderlich im Fall einer Emission von Wertpapieren mit einer Mindeststückelung in Höhe von mindestens € 100.000 („Wholesale-Schuldverschreibungen“).*

Part I: Terms and Conditions¹⁶⁴

Teil I: Emissionsbedingungen

[In the case the Options applicable to the relevant Tranche of Securities are to be determined by replicating the relevant provisions set forth in the Prospectus as Option I, Option II, Option III, Option IV, or Option V including certain further options, if any, contained therein, respectively, and completing the relevant placeholders, insert:

The Conditions [and the [German][English] language translation thereof] are as set out below:

[In the case of Notes with fixed interest rates replicate here the relevant provisions of **Option I** including relevant further options contained therein, and complete relevant placeholders]

[In the case of Notes with floating interest rates replicate here the relevant provisions of **Option II** including relevant further options contained therein, and complete relevant placeholders]

[In the case of Pfandbriefe with fixed interest rates or zero coupon Pfandbriefe replicate here the relevant provisions of **Option III** including relevant further options contained therein, and complete relevant placeholders]

[In the case of Pfandbriefe with floating interest rates replicate here the relevant provisions of **Option IV** including relevant further options contained therein, and complete relevant placeholders]

[In the case of Structured Notes replicate here the relevant provisions of **Option V** and complete relevant placeholders]

Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen durch Wiederholung der betreffenden im Prospekt als Option I, Option II, Option III, Option IV, oder Option V aufgeführten Angaben (einschließlich der ggf. jeweils enthaltenen bestimmten weiteren Optionen) bestimmt und die betreffenden Leerstellen vervollständigt werden, Folgendes einfügen:

Die Bedingungen [sowie die [deutschsprachige][englischsprachige] Übersetzung] entsprechen dem nachfolgend Aufgeführten:

[Im Fall von Anleihen mit fester Verzinsung hier die betreffenden Angaben der **Option I** (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[Im Fall von Anleihen mit variabler Verzinsung hier die betreffenden Angaben der **Option II** (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[Im Fall von Pfandbriefen mit fester Verzinsung oder Nullkupon Pfandbriefen hier die betreffenden Angaben der **Option III** (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[Im Fall von Pfandbriefen mit variabler Verzinsung hier die betreffenden Angaben der **Option IV** (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

¹⁶⁴ When adding any other terms or information consideration should be given as to whether such terms or information should be included in the Final Terms or whether a new "unitary" prospectus should be prepared. Bei der Hinzufügung weiterer Bedingungen oder Informationen sollte erwogen werden, ob solche Bedingungen oder Informationen in die Endgültigen Bedingungen aufgenommen oder ein neuer „einteiliger“ Prospekt erstellt werden sollte.

*[Im Fall von Strukturierten Anleihen die betreffenden Angaben der **Option V** wiederholen und betreffende Leerstellen vervollständigen]]*

[In the case the Options applicable to the relevant Tranche of Securities are to be determined by referring to the relevant provisions set forth in the Prospectus as Option I, Option II, Option III, Option IV, or Option V including certain further options contained therein, respectively, insert:

This Part I. of the Final Terms is to be read in conjunction with the set of Terms and Conditions that apply to [Zero Coupon Notes] [Zero Coupon Pfandbriefe] [[Notes] [Pfandbriefe] with [fixed] [floating] rate interest] [Structured Notes [with interest switch]] [Credit Linked Notes] set forth in the Prospectus as [Option I] [Option II]¹⁶⁵ [Option III] [Option IV] [Option V] [as well as the [Registered Securities Annex] [and] [Credit Linked Notes Annex [A] [B]]]. Capitalised terms shall have the meanings specified in the Conditions.

All references in this Part I. of the Final Terms to numbered Sections and Paragraphs are – unless stated otherwise – to sections and paragraphs of the Conditions.

The blanks in the provisions of the Terms and Conditions which are applicable to the Securities shall be deemed to be completed by the information contained in these Final Terms as if such information were inserted in the blanks of such provisions. All provisions in the Terms and Conditions corresponding to items in these Final Terms which are either not selected or completed or which are deleted shall be deemed to be deleted from the Terms and Conditions applicable to the Securities (the "**Conditions**").

Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen, die durch Verweisung auf die betreffenden im Prospekt als Option I, Option II, Option III, Option IV, oder Option V aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt werden, Folgendes einfügen:

Dieser Teil I. der Endgültigen Bedingungen ist in Verbindung mit dem Satz der Emissionsbedingungen, der auf [Nullkupon-Anleihen] [Nullkupon-Pfandbriefe] [[Anleihen] [Pfandbriefe] mit [fester] [variabler] Verzinsung] [Strukturierte Anleihen [mit Zinswechsel]] [Kreditbezogene Schuldverschreibungen] Anwendung findet und als [Option I][Option II]¹⁶⁶ [Option III][Option IV] [Option V] im Prospekt enthalten ist [sowie dem ebenfalls im Prospekt enthaltenen Anhang für [Namensschuldverschreibungen (Registered Securities)] [und] [Kreditbezogene Schuldverschreibungen, die englischem Recht unterliegen [A] [B] (Credit Linked Notes Annex [A] [B])] zu lesen. Begriffe, die in den Emissionsbedingungen definiert sind, haben dieselbe Bedeutung, wenn sie in diesen Endgültigen Bedingungen verwendet werden.

Bezugnahmen in diesem Teil I. der Endgültigen Bedingungen auf Paragraphen und Absätze beziehen sich – sofern nichts anderes angegeben ist - auf die Paragraphen und Absätze der Bedingungen.

Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen der Anleihebedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären. Sämtliche Bestimmungen der Anleihebedingungen, die sich auf Variablen dieser Endgültigen Bedingungen beziehen und die weder ausgewählt noch ausgefüllt werden oder die gestrichen werden, gelten als in den auf die Schuldverschreibungen anwendbaren Anleihebedingungen (die „Bedingungen“) gestrichen.

¹⁶⁵ Option II should be selected for EM Pass-Through Securities.

¹⁶⁶ Option II sollte für EM Pass-Through Schuldverschreibungen gewählt werden.

1. **GOVERNING LAW**
ANWENDBARES RECHT

[German Law (“**German Securities**”)
*Deutsches Recht (“**Deutsche***
Schuldverschreibungen”]

[English Securities
Englische Schuldverschreibungen

English Law
Englisches Recht]

2. **TYPE OF SECURITIES**
SCHULDVERSCHREIBUNGSTYP

Legal type
Rechtsform

[Bearer Securities
Inhaberschuldverschreibungen]

[Registered Securities
Namensschuldverschreibungen (registered
securities)]¹⁶⁷

Appellation
Bezeichnung

[Notes
Anleihen]

[Pfandbriefe
Pfandbriefe]

[Jumbo Pfandbriefe
Jumbo-Pfandbriefe]

3. **CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS (§ 1)**
WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN (§ 1)

Specified Currency
Festgelegte Währung

[●]
[●]

Aggregate Principal Amount
Gesamtnennbetrag

(i) Series
(i) Serie

[Up to] [●]
[Bis zu] [●]

(ii) Tranche
(ii) Tranche

[[Up to] [●]
[Bis zu] [●]

(iii) Date on which the Securities will be
consolidated and form a single Series

[Not applicable] [The Securities will be
consolidated, form a single series and be
interchangeable for trading purposes with the
[insert earlier Tranche(s)] on [the Issue Date]
[exchange of the Temporary Global Security for
interests in the Permanent Global Security, as
referred to in “Form of Bearer Securities” below,
which is expected to occur on or about [●] [●]

¹⁶⁷ Applicable to English law governed Securities only. If this option applies, the Registered Securities Annex is applicable.
Nur anwendbar auf Schuldverschreibungen, die englischem Recht unterliegen. Falls dieses Wahlrecht Anwendung findet, ist der Anhang für Namensschuldverschreibungen (Registered Securities) anwendbar.

(iii) Datum, zu dem die Wertpapiere zusammengefasst werden und eine einheitliche Serie bilden

[Nicht anwendbar] [Die Schuldverschreibungen werden [am Tag der Begebung] [mit dem Austausch der Vorläufigen Globalurkunde gegen Miteigentumsanteile an der Dauerglobalurkunde, wie nachstehend in Form der Inhaberschuldverschreibungen beschrieben, und zwar voraussichtlich am oder um den [●]][●] zusammengefasst und bilden eine einheitliche Serie mit [frühere Tranche(n) einfügen].]

Specified Denomination(s)^{168 169}
Festgelegte Stückelung(en)

[●]
[●]

Calculation Amount¹⁷⁰
Berechnungsbetrag

[●]
[●]

Form of Bearer Securities¹⁷¹
Form der Inhaberschuldverschreibungen

[Not applicable
Nicht Anwendbar]

[TEFRA C

[Permanent Global Security

¹⁶⁸ The Specified Denomination of the Securities will be nearly €1,000 or, in case of Credit Linked Notes, € 100,000, or a respective amount in any other currency which is nearly equivalent as at the date of issue unless the Securities are not admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive.

Die festgelegte Stückelung der Schuldverschreibungen ist annähernd €1.000 oder € 100.000 im Fall von kreditbezogenen Schuldverschreibungen oder ein am Tag der Begebung dem jeweiligen Betrag entsprechender Betrag in einer anderen Währung, es sei denn, die Schuldverschreibungen sind nicht zum Handel an einem geregelten Markt innerhalb des Europäischen Wirtschaftsraums zugelassen oder werden nicht in einem Mitgliedsstaat des Europäischen Wirtschaftsraums in einer Weise öffentlich angeboten, die die Veröffentlichung eines Prospekts gemäß der Prospektrichtlinie erfordern.

¹⁶⁹ In the case of English law governed Securities, where multiple denominations above €100,000 or equivalent are being used language substantially to the following effect should be used: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Securities in definitive form will be issued with a denomination above [€199,000]". For Registered Securities, only include the first sentence omitting the words "up to and including [€199,000]".

Im Fall Schuldverschreibungen, die englischem Recht unterliegen und bei denen mehrfache Stückelungen über €100.000 oder einem entsprechenden Betrag in einer anderen Währungen anwendbar sind, sollte der Wortlaut verwendet werden, der im Wesentlichen dem Folgendem entspricht: „[€100.000] und ganzzahlige darüber hinausgehende Vielfache von [€1.000] bis zu [€199.000] (einschließlich). „Es werden keine effektiven Stücke für Schuldverschreibungen mit einer Stückelung von mehr als [€199.000] begeben.“ Im Fall von Namensschuldverschreibungen (registered securities) ist nur der erste Satz ohne die Wörter „bis zu [€199.000]“ aufzunehmen.

¹⁷⁰ Applicable to Securities which are not governed by German law. (If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)

Anwendbar auf Schuldverschreibungen, die nicht deutschem Recht unterliegen. (Falls es nur eine Festgelegte Stückelung gibt, ist diese Festgelegte Stückelung einzufügen. Falls es mehr als eine Festgelegte Stückelung gibt, ist der größte gemeinsame Faktor einzufügen. Folgendes ist zu beachten: Es muss einen gemeinsamen Faktor geben, wenn es zwei oder mehr Festgelegte Stückelungen gibt.)

¹⁷¹ Applicable in the case of Bearer Securities. Ensure that this is consistent with the wording in the "Description of the Securities - Form of the Securities" section in the Prospectus and the Securities themselves. N.B.: The exchangeable upon request option should not be expressed to be applicable if the Specified Denomination includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]." Furthermore, it is not permitted to include the aforementioned language in relation to any issue of Securities which is to be represented on issue by a Temporary Global Security exchangeable for Definitive Securities.

Anwendbar im Fall von Inhaberschuldverschreibungen. Es ist sicherzustellen, dass das Folgende im Einklang mit der im Prospekt enthaltenen Beschreibung im Abschnitt „Beschreibung der Schuldverschreibungen - Form der Schuldverschreibungen“ steht. Folgendes ist zu beachten: Die Optionen zum Austausch auf Verlangen soll nicht anwendbar sein, falls die Festgelegte Stückelung eine Angabe enthält, die im Wesentlichen dem Folgenden entspricht: „[€100.000] und ganzzahlige darüber hinausgehende Vielfache von [€1.000] bis zu [€199.000] (einschließlich).“ Des Weiteren ist es nicht zulässig die vorgenannte Angabe hinzuzufügen, falls die Schuldverschreibungen durch eine vorläufige Globalurkunde verbrieft werden, die gegen Definitive Stücke austauschbar ist.

TEFRA C]

Dauerglobalurkunde]

[Neither TEFRA D nor TEFRA C
Weder TEFRA D noch TEFRA C]

[Swiss Global Security
Schweizer Globalurkunde]

[TEFRA D
TEFRA D]¹⁷²

[Permanent Global Security exchangeable for:
Dauerglobalurkunde austauschbar gegen:

[Definitive Securities
Einzelurkunden]

[with Coupons] [,][Receipts] [and] [talons]
[mit Zinsscheinen] [,] [Rückzahlungsscheinen]
[und] [Talons]

[Temporary Global Security exchangeable for:
Vorläufige Globalurkunde austauschbar gegen:

[Permanent Global Security
Dauerglobalurkunde]

[Permanent Global Security exchangeable for:
Dauerglobalurkunde austauschbar gegen:

[Definitive Securities
Einzelurkunden]

[with Coupons] [,][Receipts] [and] [talons]
[mit Zinsscheinen] [,] [Rückzahlungsscheinen]
[und] [Talons]

[Definitive Securities
Einzelurkunden]

[with Coupons] [and] [Receipts]
[mit Zinsscheinen] [und] [Rückzahlungsscheinen]

[Definitive Securities
Einzelurkunden]

[[Permanent Global Security] [Swiss Global
Security] in accordance with the TEFRA D
exception for offers targeting the Swiss market
[*Dauerglobalurkunde*] [*Schweizer Globalurkunde*]
gemäß der TEFRA D-Ausnahme für an den
schweizer Markt gerichtete Angebote]¹⁷³

[Securities will not be physically delivered in
Belgium, except to a clearing system, a depository
or other institution for the purpose of their
immobilisation in accordance with article 4 of the
Belgian Law of 14 December 2005.

¹⁷² As a general rule, TEFRA D shall apply.

Grundsätzlich findet TEFRA D Anwendung.

¹⁷³ Only applicable if the requirements of the TEFRA D exception (*inter alia* denomination in Swiss Francs) are satisfied.
Nur anwendbar, wenn die Voraussetzungen der TEFRA D-Ausnahme (unter anderem Denominierung in Schweizer Franken) erfüllt sind.

*Schuldverschreibungen werden nicht physisch geliefert, außer an ein Clearing System, eine Verwahrstelle oder eine andere Stelle für Zwecke ihrer Immobilisierung gemäß Artikel 4 des belgischen Gesetzes vom 14. Dezember 2005*¹⁷⁴

Exchangeable on request
Austauschbar auf Verlangen [Applicable
Anwendbar¹⁷⁵

[Not applicable
Nicht anwendbar]

Exchange Event provisions
Bestimmungen über Austauschereignisse [Applicable
Anwendbar¹⁷⁶

[Not applicable
Nicht anwendbar]

Global securities(s) to be in CGN form
Globalurkunde(n) in CGN-Format [Not applicable
Nicht anwendbar]

Global securities(s) to be in NGN form
Globalurkunde(n) in NGN-Format [Not applicable
Nicht anwendbar]

[Yes
Ja]

[No
Nein]

Form of Registered Securities
Form der Namensschuldverschreibungen¹⁷⁷ [Not applicable
Nicht anwendbar]

[Rule 144A Global Security
Rule 144A Globalurkunde]

[Regulation S and Rule 144A Global Security
Regulation S und Rule 144A Globalurkunde]

[Definitive Registered Securities
Einzelnamensurkunde]

Clearing System
Clearing System [Clearstream Banking AG, Frankfurt ("CBF")
[Clearstream Banking société anonyme,
Luxembourg ("CBL")] [Euroclear Bank S. A./N. V.
Brussels ("Euroclear")] [The Depository Trust

¹⁷⁴ Insert in the case of Securities that are to be offered in Belgium.

Im Fall von Schuldverschreibungen, die in in Belgien angeboten werden sollen, einfügen.

¹⁷⁵ Applicable in the case of Securities with Permanent Global Securities exchangeable for definitive Securities.

Anwendbar im Fall von Schuldverschreibungen mit Dauerglobalurkunde, die gegen Einzelkunden austauschbar sind.

¹⁷⁶ Applicable in the case of Securities with Permanent Global Securities exchangeable for definitive Securities.

Anwendbar im Fall von Schuldverschreibungen mit Dauerglobalurkunde, die gegen Einzelkunden austauschbar sind.

¹⁷⁷ Applicable in the case of Registered Securities (i.e. if the Registered Securities Annex applies).

Anwendbar im Fall von Namensschuldverschreibungen (d.h. wenn der Ergänzungsanhang für Namensschuldverschreibungen (Registered Securities) anwendbar ist.

Company (DTC)] [SIX SIS AG (“**SIS**”)] [Monte Titoli
S.p.A. (“**Monte Titoli**”)]
**[Insert other Clearing System
Anderes Clearing System einfügen]**

**4. STATUS (§ 2)
STATUS (§ 2)**

Status of Securities
Status der Schuldverschreibungen

[Unsubordinated
Nicht nachrangig]¹⁷⁸

[Subordinated
Nachrangig]

**5. INTEREST (§ 3)
ZINSEN (§ 3)**

**A. Fixed Rate Securities¹⁷⁹
Festverzinsliche Schuldverschreibungen**

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

[Interest Commencement Date
Verzinsungsbeginn

**[Insert Date
Datum einfügen]**

[Rate(s) of Interest
Zinssatz(-sätze)

[[●] per cent. per annum
[●] Prozent per annum]

**[Insert the applicable interest rates
Anwendbare Zinssätze einfügen]**¹⁸⁰

Step-up/Step-down
Step-up/Step-down

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

Rate(s) of Interest

[●] per cent. per annum commencing on the
Interest Commencement Date (including) until
[date] (excluding);
[[●] per cent. per annum commencing on the [date]
(including) until [date] (excluding);]¹⁸¹
[●] per cent. per annum commencing on the [date]
(including) until the Maturity Date (excluding)]

Zinssatz(-sätze)

[●] % p.a. ab dem Verzinsungsbeginn
(einschließlich) bis zum [Datum] (ausschließlich);
[[●] % p.a. ab dem [Datum] (einschließlich) bis zum

¹⁷⁸ Pfandbriefe are always unsubordinated.

Pfandbriefen sind immer nicht nachrangig.

¹⁷⁹ Applicable in the case of Fixed Rate Securities.

Anwendbar im Fall von Festverzinslichen Schuldverschreibungen.

¹⁸⁰ Insert if Step-up is not applicable.

Einfügen falls Step-up nicht anwendbar ist.

¹⁸¹ Insert further period(s) as applicable.

[Datum] (ausschließlich);¹⁸²
[●]% p.a. ab dem **[Datum]** (einschließlich) bis zum
 Fälligkeitstag (ausschließlich).

Interest Periods¹⁸³

The period from (and including) the Interest
 Commencement Date to (but excluding) the first
[Interest Payment Date] **[Interest Period End Date]**
 and thereafter from (and including) each **[Interest
 Payment Date]** **[Interest Period End Date]** to (but
 excluding) the next following **[Interest Payment
 Date]** **[Interest Period End Date]**

Zinsperioden

Der Zeitraum vom Verzinsungsbeginn
 (einschließlich) bis zum ersten **[Zinszahltag]**
[Zinsperiodenendtag] (ausschließlich) und danach
 jeweils von einem **[Zinszahltag]**
[Zinsperiodenendtag] (einschließlich) bis zum
 nächstfolgenden **[Zinszahltag]**
[Zinsperiodenendtag] (ausschließlich)

[Adjusted Interest Periods]
 Angepasste Zinsperioden

[Unadjusted Interest Periods]
 Nicht-angepasste Zinsperioden

[Following Business Day Convention]
 Folgender Geschäftstag-Konvention

[Modified Following Business Day Convention]
 Modifizierte Folgender Geschäftstag-Konvention

[Preceding Business Day Convention]
 Vorangegangener Geschäftstag-Konvention

Interest Period End Date(s)
 Zinsperiodenendtag(e)

[Not applicable]**[Insert Date(s)]**
[Nicht anwendbar]**[Daten einfügen]**

[Business Day]

[London] **[Frankfurt/Main]** **[Milan]** **[Lisbon]** **[Madrid]**
[insert additional business centre(s)]

Geschäftstag

[London] **[Frankfurt am Main]** **[Mailand]** **[Lissabon]**
[Madrid] **[zusätzliche(s)]**
Geschäftszentren(-um) einfügen]¹⁸⁴

Interest Payment Date(s)
 Zinszahltag(e)

[Insert dates [in each year]
Daten einfügen [eines jeden
 Jahres]]

[[●] Business Day following each Interest
 Period End Date

¹⁸² Weitere Zeiträume nach Bedarf einzufügen.

¹⁸³ If Adjusted Interest Periods applies, insert the applicable business day convention.
 Falls angepasste Zinsperioden anwendbar sind, die anwendbare Geschäftstagskonvention einfügen.

¹⁸⁴ Insert if the Specified Currency is not Euro.
 Einfügen, wenn die Festgelegte Währung nicht Euro ist.

Geschäftstag nach dem jeweiligen Zinsperiodenendtag

Fixed Coupon Amount
Festzinsbetrag

Initial Broken Interest Amount
Anfänglicher Bruchteilzinsbetrag

Final Broken Interest Amount
Finaler Bruchteilzinsbetrag

Interest Payment Date for Initial Broken Interest Amount
Zinszahltag für den Anfänglichen Bruchteilzinsbetrag

Interest Payment Date for Final Broken Interest Amount
Zinszahltag für den Finalen Bruchteilzinsbetrag

Calculation Basis Each Specified Denomination
Berechnungsgrundlage Jede Festgelegte Stückelung
 Outstanding principal amount of the Securities
Ausstehender Nennbetrag der Schuldverschreibungen
 Each Calculation Amount
 [Jeder Berechnungsbetrag]]

Day Count Fraction [Actual/Actual (ICMA Rule 251)] [Actual/365 (Fixed)]
 Zinstagequotient [Actual/365 (Sterling)] [Actual/360] [30/360 or
360/360 or Bond Basis] [30E/360 or Eurobond
Basis] [Actual/Actual or Actual/Actual (ISDA)]
 [30E/360 (ISDA)]
 [Actual/Actual (ICMA Regelung 251)] [Actual/365
(Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360
or 360/360 oder Bond Basis] [30E/360 oder
Eurobond Basis] [Actual/Actual oder Actual/Actual
(ISDA)] [30E/360 (ISDA)]

Determination Period Dates

¹⁸⁵ Insert if Interest Periods are unadjusted. In the case of English law governed Securities, express per Calculation Amount.

Einfügen, wenn die Zinsperioden nicht angepasst sind. Im Fall von Schuldverschreibungen, die englischem Recht unterliegen, wird der Zinsbetrag pro Berechnungsbetrag angegeben.

¹⁸⁶ Insert if Interest Periods are unadjusted and if there is an Initial Broken Interest Amount. Only required in case of a short / long coupon.

Einfügen, wenn die Zinsperioden nicht angepasst sind und es einen Anfänglichen Bruchteilzinsbetrag gibt. Nur im Fall eines kurzen / langen Kupons erforderlich.

¹⁸⁷ Insert if Interest Periods are unadjusted and if there is a Final Broken Interest Amount.

Einfügen, wenn die Zinsperioden nicht angepasst sind und es einen Finalen Bruchteilzinsbetrag gibt.

¹⁸⁸ Insert if Interest Periods are unadjusted and if there is an Initial Broken Interest Amount.

Einfügen, wenn die Zinsperioden nicht angepasst sind und es einen Anfänglichen Bruchteilzinsbetrag gibt.

¹⁸⁹ Insert if Interest Periods are unadjusted and if there is an Initial Broken Interest Amount. Only required in case of a short / long coupon.

Einfügen, wenn die Zinsperioden nicht angepasst sind und es einen Anfänglichen Bruchteilzinsbetrag gibt. Nur im Fall eines kurzen / langen Kupons erforderlich.

¹⁹⁰ Insert if Interest Periods are adjusted.

Einfügen, wenn die Zinsperioden angepasst sind.

Feststellungsperiodentage

¹⁹¹

B. Floating Rate or other variable interest rate Securities¹⁹²
Variabel verzinsliche Schuldverschreibungen

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

Interest Commencement Date
Verzinsungsbeginn

[Insert Date]
 [Datum einfügen]

TARN provisions¹⁹³
TARN-Bestimmungen

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

Interest Payment Dates
Zinszahltag

[Insert dates [in each year]
Daten einfügen [eines jeden Jahres]]

Business Day following each Interest Period
End Date

Geschäftstag nach dem jeweiligen
Zinsperiodenendtag]

B.1 Basic Floating Rate Securities
Einfache Variabel Verzinsliche Schuldverschreibungen

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

[Rate of Interest
Zinssatz

Reference Rate
Referenzsatz]¹⁹⁴

B.2 Range Accrual Securities
Range Accrual Schuldverschreibungen

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

¹⁹¹ Insert if the day count fraction is Actual/Actual (ICMA Rule 251).

Einfügen, im Fall des Zinstagequotients Actual/Actual (ICMA Regelung 251).

¹⁹² Applicable in the case of Floating Rate or other variable interest rate Securities. Not applicable in the case of Jumbo Pfandbriefe.

Anwendbar im Fall von variabel verzinslichen Schuldverschreibungen. Nicht anwendbar im Fall von Jumbo-Pfandbriefen.

¹⁹³ Not applicable in the case of Pfandbriefe.

Nicht anwendbar im Fall von Pfandbriefen.

¹⁹⁴ Insert in the case of basic Floating Rate Securities.

Im Fall einfacher variabel verzinslicher Schuldverschreibungen oder anderen Schuldverschreibungen mit variabler Verzinsung einfügen.

[Initial fixed interest period(s)
Anfängliche Festzinsperiode(n)

[Yes
Ja
[No
Nein

[[one] [two] [three] [four] [●] initial fixed interest
periods]

[[*eins*] [*zwei*] [*drei*] [*vier*] [●] *anfängliche*
Festzinsperioden]

Fixed interest rate
Festzinssatz

[●] per cent. per annum
[●] *Prozent per annum*¹⁹⁵

B.3 Securities with Interest Switch ***Schuldverschreibungen mit*** ***Zinswechsel***

Interest Rate Change Date
Zinswechseldatum

[Insert Date
Datum einfügen]

Rate of Interest I

[[●] per cent. *per annum*] [Reference Rate]
[Reference Rate I] [insert equity or index linked
interest provisions as set out under B.4 below]
[insert inflation linked interest provisions as set
out under B.5 below]

Zinssatz I

[[●] Prozent *per annum*] [Referenzsatz]
[Referenzsatz I] [Bestimmungen bezüglich
aktien- oder indexbezogener Verzinsung gemäß
B.4 einfügen] [Bestimmungen bezüglich
inflationsbezogener Verzinsung gemäß B.5
einfügen]

Rate of Interest II

[[●] per cent. *per annum*] [Reference Rate]
[Reference Rate II] [insert equity or index linked
interest provisions as set out under B.4 below]
[insert inflation linked interest provisions as set
out under B.5 below]

Zinssatz II

[[●] Prozent *per annum*] [Referenzsatz]
[Referenzsatz II] [Bestimmungen bezüglich
aktien- oder indexbezogener Verzinsung gemäß
B.4 einfügen] [Bestimmungen bezüglich
inflationsbezogener Verzinsung gemäß B.5
einfügen]

Rate of Interest I Period

The period from (and including) the Interest
Commencement Date to (but excluding) the first
[Interest Payment Date] [Interest Period End Date]
and thereafter from (and including) each [Interest
Payment Date] [Interest Period End Date] to (but
excluding) the next following [Interest Payment
Date] [Interest Period End Date]

Zinssatz I Periode

Der Zeitraum vom Verzinsungsbeginn
(einschließlich) bis zum ersten [Zinszahltag]
[Zinsperiodenendtag] (ausschließlich) und danach

¹⁹⁵ Insert in the case of Range Accrual Securities.
Im Fall von Range Accrual Schuldverschreibungen einfügen.

jeweils von einem [Zinszahltag]
[Zinsperiodenendtag] (einschließlich) bis zum
nächstfolgenden [Zinszahltag] [Zinsperiodenendtag]
(ausschließlich)

[Adjusted Rate of Interest I Periods
Angepasste Zinssatz I Perioden]

[Unadjusted Rate of Interest I Periods
Nicht-angepasste Zinssatz I Perioden]

[Following Business Day Convention
Folgender Geschäftstag-Konvention]

[Modified Following Business Day Convention
Modifizierte Folgender Geschäftstag-Konvention]

[Preceding Business Day Convention
Vorangegangener Geschäftstag-Konvention]

Rate of Interest II Period

The period from (and including) the Interest Rate
Change Date to (but excluding) the first following
[Interest Payment Date] [Interest Period End Date]
and thereafter from (and including) each [Interest
Payment Date] [Interest Period End Date] to (but
excluding) the next following [Interest Payment
Date] [Interest Period End Date]

Zinssatz II Periode

Der Zeitraum vom Zinswechseldatum
(einschließlich) bis zum ersten [Zinszahltag]
[Zinsperiodenendtag] (ausschließlich) und danach
jeweils von einem [Zinszahltag]
[Zinsperiodenendtag] (einschließlich) bis zum
nächstfolgenden [Zinszahltag] [Zinsperiodenendtag]
(ausschließlich)

[Adjusted Rate of Interest II
Periods
Angepasste Zinssatz II Perioden]

[Unadjusted Rate of Interest II Periods
Nicht-angepasste Zinssatz II Perioden]

[Following Business Day Convention
Folgender Geschäftstag-Konvention]

[Modified Following Business Day Convention
Modifizierte Folgender Geschäftstag-Konvention]

[Preceding Business Day Convention
Vorangegangener Geschäftstag-Konvention]

Interest Period End Date(s)
Zinsperiodenendtag(e)

[Not applicable][Insert Date(s)]
[Nicht anwendbar][Daten einfügen]

Interest Amount relating to Rate of Interest I
Periods

An amount calculated by the [Calculation] [Fiscal]
[insert other person] Agent equal to the product of

Zinsbetrag bezüglich der Zinssatz I Periode	<p>(a) [the Specified Denomination] [the aggregate outstanding principal amount of the Securities represented by the Global Security] [the Calculation Amount] [●], (b) the Rate of Interest I and (c) the Day Count Fraction I</p> <p><i>Ein Betrag, berechnet von [der Berechnungsstelle], [dem Fiscal Agent] [andere Person einfügen], der dem Produkt aus (a) [Festgelegter Stückelung] [dem Gesamtnennbetrag der ausstehenden Schuldverschreibungen, die durch die Globalurkunde verbrieft sind] [dem Berechnungsbetrag] [●], (b) dem Zinssatz I und (c) dem Zinstagequotient I entspricht</i></p>
Day Count Fraction I	<p>[Actual/Actual (ICMA Rule 251)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360 or 360/360 or Bond Basis] [30E/360 or Eurobond Basis] [Actual/Actual or Actual/Actual (ISDA)] [30E/360 (ISDA)]</p>
Zinstagequotient I	<p>[Actual/Actual (ICMA Regelung 251)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360 or 360/360 oder Bond Basis] [30E/360 oder Eurobond Basis] [Actual/Actual oder Actual/Actual (ISDA)] [30E/360 (ISDA)]</p>
[Determination Period Dates Feststellungsperiodentage	<p>[●] [●]¹⁹⁶</p>
Interest Amount relating to Rate of Interest II Periods	<p>An amount calculated by the [Calculation] [Fiscal] [insert other person] Agent equal to the product of (a) [the Specified Denomination] [the aggregate outstanding principal amount of the Securities represented by the Global Security] [the Calculation Amount] [●], (b) the Rate of Interest II and (c) the Day Count Fraction II</p>
Zinsbetrag bezüglich der Zinssatz II Periode	<p><i>Ein Betrag, berechnet von [der Berechnungsstelle], [dem Fiscal Agent] [andere Person einfügen], der dem Produkt aus (a) [Festgelegter Stückelung] [dem Gesamtnennbetrag der ausstehenden Schuldverschreibungen, die durch die Globalurkunde verbrieft sind] [dem Berechnungsbetrag] [●], (b) dem Zinssatz II und (c) dem Zinstagequotient II entspricht</i></p>
Day Count Fraction II	<p>[Day Count Fraction I] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360 or 360/360 or Bond Basis] [30E/360 or Eurobond Basis] [Actual/Actual or Actual/Actual (ISDA)] [30E/360 (ISDA)]</p>
Zinstagequotient II	<p>[Zinstagequotient I] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360 or 360/360 oder Bond Basis] [30E/360 oder Eurobond Basis] [Actual/Actual oder Actual/Actual (ISDA)] [30E/360 (ISDA)]</p>

¹⁹⁶ Insert if the day count fraction is Actual/Actual (ICMA Rule 251).
Einfügen, im Fall des Zinstagequotients Actual/Actual (ICMA Regelung 251).

[Determination Period Dates
Feststellungsperiodentage

¹⁹⁷

B.4 Equity or Index Linked Interest Securities Schuldverschreibungen mit aktien- oder indexbezogener Verzinsung

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

[Fixed rate interest periods
Festzinsperioden

**[Insert fixed rate interest periods
Festzinsperioden einfügen]**

[Not applicable
Nicht anwendbar]

[Fixed interest rate(s)
Festzinssatz(-sätze)

**[] per cent. per annum
[] Prozent per annum]**¹⁹⁸

Performance
Wertentwicklung

[Rate of Interest to be determined
by reference to the Initial Price
Feststellung des Zinssatzes durch Bezugnahme
auf den Anfangskurs]

[Rate of Interest to be determined by reference to
the
Determination Price of the preceding Interest Period
Feststellung des Zinssatzes durch Bezugnahme auf
den
Feststellungskurs der vorangegangenen
Zinsperiode]

[Performance never be less than zero
Wertentwicklung niemals weniger als null]

Participation Rate
Partizipationsrate

**[] per cent.
[] Prozent]**¹⁹⁹

B.5 Inflation Linked Interest Securities Schuldverschreibungen mit inflationsbezogener Verzinsung

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

[Inflation Index
Inflationsindex

¹⁹⁷ Insert if the day count fraction is Actual/Actual (ICMA Rule 251).
Einfügen, im Fall des Zinstagequotients Actual/Actual (ICMA Regelung 251).

¹⁹⁸ Insert if fixed rate interest periods is applicable.
Einfügen, falls Festzinsperioden anwendbar sind.

¹⁹⁹ Insert in the case of Equity or Index Linked Interest Securities.
Im Fall von Schuldverschreibungen mit aktien- oder indexbezogener Verzinsung einfügen.

Inflation Index Sponsor [●]
Inflationsindex-Sponsor

Determination Date [●]
Feststellungstag

Cut-off Date [●]
Stichtag

Related Bond [Applicable
Anwendbar]
Bezugsanleihe

[Not Applicable
Nicht anwendbar]

[The Related Bond is: [●]
Die Bezugsanleihe ist [●]]

The End Date is: [●]
Der Endtag ist: [●]]

[The Fallback Bond is [●]
Die Ausweichanleihe ist]

Participation [[●] per cent.
[●] Prozent]
Partizipation

Margin [[plus]
[minus]
[+][-][●] per cent. per annum]
[Not applicable
Nicht anwendbar]]²⁰⁰
Marge

Minimum and Maximum Rate of Interest²⁰¹ [Applicable
Anwendbar]
Mindest- und Höchstzinssatz

[Not applicable
Nicht anwendbar]

[Minimum Rate of Interest [[●] per cent. per annum
[●] Prozent per annum]
Mindestzinssatz

[Not applicable
Nicht anwendbar]

Maximum Rate of Interest [[●] per cent. per annum
[●] Prozent per annum]
Höchstzinssatz

[Not applicable
Nicht anwendbar]]²⁰²

²⁰⁰ Insert in the case of Inflation Index Linked Interest Securities.

Im Fall von Schuldverschreibungen mit inflationsindexbezogener Verzinsung einfügen.

²⁰¹ "Minimum and Maximum Rate of Interest" can, as the case may, apply to any Floating Rate or other variable Securities including Securities with Interest Switch.

„Mindest- und Höchstzinssatz“ kann gegebenenfalls bei Variabel Verzinslichen Schuldverschreibungen oder anderen variablen Schuldverschreibungen einschließlich Schuldverschreibungen mit Zinswechsel anwendbar sein.

²⁰² Insert in the case of Securities with Minimum and/or Maximum Rate of Interest.

Calculations and Determinations²⁰³
Berechnungen und Feststellungen

Calculations and determinations shall be made by	[Calculation Agent
<i>Berechnungen und Feststellungen werden vorgenommen von</i>	<i>Berechnungsstelle]</i>
	[Fiscal Agent Fiscal Agent]
	[Insert other Anderen einfügen]

Notification of Rate of Interest and Interest Amount²⁰⁴
Mitteilung des Zinssatzes und des Zinsbetrags

Latest notification date	[[Fourth Business Day] [●]
<i>Spätester Tag, an dem die Mitteilung erfolgt</i>	<i>[Vierter Geschäftstag] [●]</i>

Definitions²⁰⁵
Definitionen

[Business Day	[London] [Frankfurt/Main] [Milan] [Lisbon] [Madrid] [insert additional business centre(s)]
<i>Geschäftstag</i>	<i>[London] [Frankfurt am Main] [Mailand] [Lissabon] [Madrid] [Zusätzliche(s) Geschäftszentren(-um) einfügen]]²⁰⁶</i>
[Day Count Fraction	[Actual/Actual (ICMA Rule 251)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360 or 360/360 or Bond Basis] [30E/360 or Eurobond Basis] [Actual/Actual or Actual/Actual (ISDA)] [30E/360 (ISDA)]
<i>Zinstagequotient</i>	<i>[Actual/Actual (ICMA Regelung 251)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360 or 360/360 oder Bond Basis] [30E/360 oder Eurobond Basis] [Actual/Actual oder Actual/Actual (ISDA)] [30E/360 (ISDA)]²⁰⁷</i>
[Determination Period Dates	[●]

²⁰³ *Im Fall von Schuldverschreibungen mit Mindest- oder Höchstverzinsung einfügen.*
 "Calculations and Determinations" applies to any Floating Rate or other variable Securities including Securities with Interest Switch.

²⁰⁴ *„Berechnungen und Feststellungen“ findet bei Variabel Verzinslichen Schuldverschreibungen und anderen variablen Schuldverschreibungen einschließlich Schuldverschreibungen mit Zinswechsel Anwendung.*
 "Notification of Rate of Interest and Interest Amount" applies to any Floating Rate or other variable Securities including Securities with Interest Switch.

²⁰⁵ *„Mitteilung des Zinssatzes und des Zinsbetrags“ findet bei Variabel Verzinslichen Schuldverschreibungen und anderen variablen Schuldverschreibungen einschließlich Schuldverschreibungen mit Zinswechsel Anwendung.*
 "Definitions" applies to any Floating Rate or other variable Securities including Securities with Interest Switch as specified in the following footnotes.

²⁰⁶ *„Definitionen“ findet bei Variabel Verzinslichen Schuldverschreibungen und anderen variablen Schuldverschreibungen einschließlich Schuldverschreibungen mit Zinswechsel Anwendung, wie in den folgenden Fußnoten angegeben.*
 Insert unless the Specified Currency is Euro and no additional financial centres are required.

²⁰⁷ *Einfügen, außer wenn die Festgelegte Währung Euro und kein zusätzliches Finanzcenter erforderlich ist.*
 Insert in case Floating Rate and other variable Securities other than Securities with Interest Switch.

Einfügen im Fall von Variabel Verzinslichen Schuldverschreibungen und anderen variablen Schuldverschreibungen, außer Schuldverschreibungen mit Zinswechsel.

Feststellungsperiodentage

[●]²⁰⁸

[Determination Dates
Feststellungstage

[Business Days
Geschäftstage

[Calendar days
Kalendertage]

Interest Determination Day

[●] [Second] [TARGET2] [London]
[Milan] [Lisbon] [Madrid] **[insert
other location]** Business Day [prior
to the commencement
of] [following] the relevant Interest
Period

Zinsfeststellungstag

[●] [Zweiter] [TARGET2]
[Londoner] [Mailänder]
[Lissaboner] [Madrider] **[anderen
Ort einfügen]** *Geschäftstag*
[vor Beginn] [nach] *der jeweilige
Zinsperiode*

[Interest Periods

The period from (and including) the Interest
Commencement Date to (but excluding) the first
[Interest Payment Date] [Interest Period End Date]
and thereafter from (and including) each [Interest
Payment Date] [Interest Period End Date] (but
excluding) the next following [Interest Payment
Date] [Interest Period End Date]

Zinsperioden

*Der Zeitraum vom Verzinsungsbeginn
(einschließlich) bis zum ersten [Zinszahltag]
[Zinsperiodenendtag] (ausschließlich) und danach
jeweils von einem [Zinszahltag]
[Zinsperiodenendtag] (einschließlich) bis zum
nächstfolgenden [Zinszahltag]
[Zinsperiodenendtag] (ausschließlich)*

[Adjusted Interest Periods
Angepasste Zinsperioden]

[Unadjusted Interest Periods
Nicht-angepasste Zinsperioden]

[Following Business Day Convention
Folgender Geschäftstag-Konvention]

[Modified Following Business Day Convention
Modifizierte Folgender Geschäftstag-Konvention]

[Preceding Business Day Convention
Vorangegangener Geschäftstag-Konvention]²⁰⁹ ²¹⁰

²⁰⁸ Insert if the day count fraction is Actual/Actual (ICMA Rule 251).

²⁰⁹ *Einfügen, im Fall des Zinstagequotients Actual/Actual (ICMA Regelung 251).*
If Adjusted Interest Periods applies, insert the applicable business convention.

²¹⁰ *Falls angepasste Zinsperioden anwendbar sind, die anwendbare Geschäftstagkonvention einfügen.*

Insert in case Floating Rate and other variable Securities other than Securities with Interest Switch.

Einfügen im Fall von Variabel Verzinslichen Schuldverschreibungen und anderen variablen Schuldverschreibungen, außer Schuldverschreibungen mit Zinswechsel.

Interest Period End Date(s) [Not applicable][Insert Date(s)]
Zinsperiodenendtag(e) [Nicht anwendbar][Daten einfügen]

[Interest Amount An amount calculated by the [Calculation] [Fiscal] [insert other person] Agent equal to the product of (a) [the Specified Denomination] [the aggregate outstanding principal amount of the Securities represented by the Global Security] [the Calculation Amount] [●], (b) the Rate of Interest and (c) the Day Count Fraction

Zinsbetrag Ein Betrag, berechnet von [der Berechnungsstelle], [dem Fiscal Agent] [andere Person einfügen], der dem Produkt aus (a) [Festgelegter Stückelung] [dem Gesamtnennbetrag der ausstehenden Schuldverschreibungen, die durch die Globalurkunde verbrieft sind] [dem Berechnungsbetrag] [●], (b) dem Zinssatz und (c) dem Zinstagequotient entspricht²¹¹

[Interest Range [●]
Zinskorridor [●]]²¹²

[Interest Range Dates [Calendar days
Zinskorridortage Kalendertage]

[Business Days
Geschäftstage]]²¹³

Screen Rate Determination [Applicable
Bildschirmfeststellung Anwendbar]

[Not applicable
Nicht anwendbar]

[Reference Rate [insert Reference Rate consisting of the following items, if specified to be applicable below: Inverse Margin, Participation, Floating Rate, and Margin

Referenzsatz Referenzsatz bestehend aus den folgenden Elementen, sofern nachstehend als anwendbar gekennzeichnet: Gegenläufige Marge, Partizipation, Variabler Satz und Marge]

Inverse Margin²¹⁴ [[+] [-] [●] per cent. per annum
Gegenläufige Marge [+] [-] [●] Prozent per annum]

²¹¹ Insert in case Floating Rate and other variable Securities other than Securities with Interest Switch.
Einfügen im Fall von Variabel Verzinslichen Schuldverschreibungen und anderen variablen Schuldverschreibungen, außer Schuldverschreibungen mit Zinswechsel.

²¹² Insert in the case of Range Accrual Securities.
Im Fall von Range Accrual Schuldverschreibungen einfügen.

²¹³ Insert in the case of Range Accrual Securities.
Im Fall von Range Accrual Schuldverschreibungen einfügen.

²¹⁴ This will apply to Inverse Floater Securities.
Anwendbar im Fall Gegenläufig Variabler Schuldverschreibungen.

	[minus minus]]
	[Not applicable Nicht anwendbar]
Participation ²¹⁵ Partizipation	[[[+] [-] [●] per cent. [+] [-] [●] Prozent multiplied by multipliziert mit] [Not applicable] Nicht anwendbar]
Floating Rate Variabler Satz	[[[EURIBOR (Designated Maturity: [●], time: 11:00 a.m. Brussels time) (i) EURIBOR (Vorgesehene Fälligkeit: [●], Uhrzeit: 11:00 Uhr Brüsseler Ortszeit)[)]] [[[LIBOR (Designated Maturity: [●], time: 11:00 a.m. London time) [, interbank market: [London] [●], 11:00 a.m. [London] [●] time] LIBOR (Vorgesehene Fälligkeit: [●], Uhrzeit: 11:00 Uhr Londoner Ortszeit) [Interbankenmarkt: [London] [●], 11 Uhr [Londoner] [●] Ortszeit)[)]] [[[ICMS (currency: [●], maturity: [●], short-term floating index: [●], time: [11:00 a.m.] [●] [New York City] [●] time, mid- market semi-annual swap rate quotations: [11:00 a.m.] [●] [New York City] [●] time; semi-annual fixed leg: [30/360] [●] day count basis, currency: [●], maturity: [●]; floating leg: [Actual/360] [●] day count basis, currency: [●], period of months: [●], Reuters [●] as of [11:00 a.m.] [●] [London] [New York City] [●] time) CMS (Währung: [●], Laufzeit: [●], kurzfristiger variabler Index: [●], Zeit: [11:00 Uhr] [●] [New York City] [●] Ortszeit)[)]] [CMS (currency: [●], maturity: [●], short-term floating index: [●], time: [11:00 a.m.] [●] [New York City] [●] time, mid- market semi-annual swap rate quotations: [11:00 a.m.] [●] [New York City] [●] time; semi-annual fixed leg: [30/360] [●] day count basis, currency: [●], maturity: [●]; floating leg: [Actual/360] [●] day count basis, currency: [●], period of months: [●], Reuters [●] as of [11:00 a.m.] [●] [London] [New York City] [●] time)

²¹⁵ This will apply to Participation Securities.
Im Fall von Partizipationsschuldverschreibungen.

CMS (Währung: [●], Laufzeit: [●], kurzfristiger
variabler Index: [●],
Zeit: [11:00 Uhr] [●] [New York City] [●] Ortszeit)

[minus
minus]

[plus
plus]

[EURIBOR (11:00 a.m. Brussels time)
EURIBOR (11:00 Uhr Brüsseler Ortszeit)] [] []]

[LIBOR (11:00 a.m. London time) [, interbank
market: [London] [●], 11:00 a.m. [London] [●] time]
LIBOR (11:00 Uhr Londoner Ortszeit)
[Interbankenmarkt: [London] [●], 11 Uhr [Londoner]
[●] Ortszeit]] [] []]

[CMS (currency: [●], maturity: [●], short-term
floating index: [●],
time: [11:00 a.m.] [●] [New York City] [●] time, mid-
market semi-annual swap rate quotations: [11:00
a.m.] [●] [New York City] [●] time; semi-annual
fixed leg: [30/360] [●] day count basis, currency:
[●], maturity: [●]; floating leg: [Actual/360] [●] day
count basis, currency: [●], period of months: [●],
Reuters [●] as of [11:00 a.m.] [●] [London] [New
York City] [●] time)
CMS (Währung: [●], Laufzeit: [●], kurzfristiger
variabler Index: [●],
Zeit: [11:00 Uhr] [●] [New York City] [●]
Ortszeit)] [] []]

Margin
Marge

[[plus
plus]

[minus
minus]

[+] [-] [●] per cent. per annum][Not applicable]
[+] [-] [●] Prozent per
annum][Nicht anwendbar]

[Not applicable
Nicht anwendbar]

Interpolation
Interpolation

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

[First Interpolation Period: [●]
Erste Interpolationsperiode: [●]

²¹⁶

Insert relevant EURIBOR/LIBOR/CMS provisions in the case of rate spread Securities.
Betreffende EURIBOR/LIBOR/CMS Bestimmungen im Fall von rate spread Securities einfügen.

Second Interpolation Period: [●]
Zweite Interpolationsperiode: [●]

**[specify each for relevant Interest Period(s) as required
für jede betreffende Zinsperiode wie erforderlich angeben]**

Screen Page
Bildschirmseite

[Reuters screen [●] [EURIBOR 01 Page]
Reuters Bildschirmseite [●] [EURIBOR 01 Seite]

**[Insert other page
Andere Seite einfügen]**

Secondary Screen Page
Sekundäre Bildschirmseite

[●]
[●]

Reference Banks
Referenzbanken

[●][§ 3 applies]
[●]

Relevant location
Maßgeblicher Ort

[●]
[●]

Relevant Time
Maßgebliche Zeit

[●]
[●]

**ISDA Determination
ISDA-Feststellung**

[Applicable
Anwendbar]²¹⁷

[Not applicable
Nicht anwendbar]

[Reference Rate
Referenzsatz

**[Insert Reference Rate
Referenzsatz einfügen]**

[Inverse Margin
Gegenläufige Marge

[[+] [-] [●] per cent. per annum
[+] [-] [●] Prozent per annum]

[minus
minus]²¹⁸

[Not applicable
Nicht anwendbar]

[Participation
Partizipation

[[+] [-] [●] per cent.
[+] [-] [●] Prozent

multiplied by
multipliziert mit

²¹⁷ If the Securities are governed by German law ISDA Determination should only be applied in the case of Securities permanently represented by a Permanent Global Note because the ISDA Agreement and the ISDA Definitions have to be attached to the relevant Securities.

Falls die Schuldverschreibungen deutschem Recht unterliegen, sollte ISDA-Feststellung nur dann gewählt werden, wenn die betreffenden Schuldverschreibungen durch eine Dauerglobalurkunde verbrieft werden, weil das ISDA-Agreement und die ISDA Definitions den Schuldverschreibungen beizufügen sind.

²¹⁸ This will only apply to Inverse Floater Securities.

ISDA Rate <i>ISDA-Satz</i>	[Insert ISDA Rate <i>ISDA-Satz einfügen</i>]
Margin <i>Marge</i>	[[plus <i>plus</i>] [minus <i>minus</i>]
	[+] [-] [●] per cent. per annum [+] [-] [●] <i>Prozent per annum</i>] ²¹⁹
	[Not applicable <i>Nicht anwendbar</i>]
Floating Rate Option <i>Floating Rate Option</i>	[●] [●]
Designated Maturity <i>Vorgesehene Fälligkeit</i>	[●] [●]
Reset Date <i>Zinsanpassungsdatum</i>	[●] [●]

Equity/Index Linked Interest Securities
Schuldverschreibungen mit aktien-/indexbezogener Verzinsung

	[Applicable <i>Anwendbar</i>]
	[Not applicable <i>Nicht anwendbar</i>]
[Determination Price <i>Feststellungskurs</i>	[The official closing level of the Index <i>Der offizielle Schlussstand des Index</i>]
	[The official closing price of the Underlying Equity <i>Der offizielle Schlusskurs der Zugrundeliegenden Aktie</i>]
	[Insert other price <i>Anderen Kurs einfügen</i>]
Equity Issuer(s) <i>Aktienemittent(en)</i>	[●] [●]
Exchange <i>Börse</i>	[●] [●]
Initial Price <i>Anfangskurs</i>	[●] [●]
Index/Indices <i>Index/Indizes</i>	[●] [●]

²¹⁹ This will only apply to Participation Securities.

Multi-Exchange Index <i>Börsenübergreifender Index</i>		[Yes Ja]
		[No Nein]
Index Sponsor(s) <i>Index-Sponsor(s)</i>		[●] [●]
Interest Accumulation Period <i>Zinsansammlungsperiode</i>	Including the [second] [insert other number] [calendar day] [Business Day] <i>Einschließlich des [zweiten] [andere Zahl einfügen] [Kalendertages] [Geschäftstages]</i>	
	Excluding the [second] [insert other number] Business Day <i>Ausschließlich des [zweiten] [andere Zahl einfügen] Geschäftstages</i>	
Related Exchange <i>Verbundene Börse</i>		[All Exchanges Alle Börsen] [Insert exchange Börse einfügen]
[Exchange Rate <i>Umrechnungskurs</i>		[●] [●] ²²⁰
Underlying Equity(ies) <i>Zugrundeliegende Aktie(n)</i>		[●] ²²¹ [●]
Underlying Determination Date <i>Basiswertfeststellungstag</i>		[●] [●] ²²²

**C. Zero Coupon Securities/Non-Interest Bearing Securities
Nullkupon-Schuldverschreibungen/Unverzinsliche Schuldverschreibungen²²³**

[Applicable
Anwendbar]

(ii) [Not applicable
Nicht anwendbar]

**6. PAYMENTS (§ 4)
ZAHLUNGEN (§ 4)**

Relevant Financial Centre(s) (for determining
the Payment Business Day)
Relevante(s) Finanzzentren(um) (zur

[●] [Not applicable]
[●] [Nicht anwendbar]

²²⁰ Insert in the case of Securities with currency conversion

Im Fall von Schuldverschreibungen mit Währungsumrechnung einfügen.

²²¹ Insert name and ISIN or another securities identification code of the Underlying Equity(ies).

Namen und ISIN oder anderen Wertpapieridentifikationskode der Zugrundeliegenden Aktie(n) einfügen.

²²² Insert in the case of Equity or Index Linked Notes.

Im Fall von aktien- oder indexbezogenen Schuldverschreibungen einfügen.

²²³ Not applicable in the case of Jumbo Pfandbriefe.

Nicht anwendbar im Fall von Jumbo-Pfandbriefen.

**7. REDEMPTION (§ 5)
RÜCKZAHLUNG (§ 5)**

[[Maturity Date
Fälligkeitstag] [●]
[●]]²²⁴

[Redemption Month
Rückzahlungsmonat] [●]
[●]]²²⁵

[Redemption Amount
Rückzahlungsbetrag] [Specified Denomination] [Calculation Amount]
[insert fixed Redemption Amount in the case of
Zero Coupon Securities with a Redemption
Amount above par]
[Festgelegte Stückelung] [Berechnungsbetrag]
[Festen Rückzahlungsbetrag einfügen, im Fall
von Nullkuponschuldverschreibungen, die über
par zurückgezahlt werden]]²²⁶⁻²²⁷

[Asset Amount²²⁸
Vermögenswertbetrag] [insert fixed Asset Amount
festen Vermögenswertbetrag einfügen]

Relevant Assets
Maßgebliche Vermögenswerte] [insert Relevant Assets
Maßgebliche Vermögenswerte einfügen]²²⁹

Redemption in Instalments [Applicable
Rückzahlung in Raten Anwendbar]

[Not applicable
Nicht anwendbar]

[Instalment Date(s)
Ratenzahlungstermin(e)] [●]
[●]

Instalment Amount(s)
Rate(n)] [●]
[●]]²³⁰

Early Redemption at the Option of the Issuer [Applicable
Vorzeitige Rückzahlung nach Wahl der Anwendbar]
Emittentin

[Not applicable]

²²⁴ Insert in the case of a specified Maturity Date other than for Credit Linked Notes.
Im Fall eines bestimmten Fälligkeitstages einfügen, außer für kreditbezogene Schuldverschreibungen.

²²⁵ Insert in the case of a specified Redemption Month other than for Credit linked notes.
Im Fall eines bestimmten Rückzahlungsmonats einfügen, außer für kreditbezogene Schuldverschreibungen.

²²⁶ Insert if Option I, II, III or IV applies.
Einfügen, falls Option I, II, III or IV anwendbar ist.

²²⁷ Insert in the case of Securities other than Instalment or Credit Linked Notes.
Im Fall von Schuldverschreibungen außer Raten- und kreditbezogenen Schuldverschreibungen einfügen.

²²⁸ Insert in the case of Equity Linked Notes that are physically settled or cash and physically settled. Delete, if not applicable.
Einfügen im Fall aktienbezogener Schuldverschreibungen, die physisch oder bar und physisch abgewickelt werden. Löschen, falls nicht anwendbar.

²²⁹ Delete, if not applicable.
Löschen, falls nicht anwendbar.

²³⁰ Insert in the case of Instalment Securities.
Im Fall von Ratenzahlungsschuldverschreibungen einfügen.

Nicht anwendbar]

[Minimum Redemption Amount Mindestrückzahlungsbetrag	[●] [●]
Higher Redemption Amount <i>Höherer Rückzahlungsbetrag</i>	[●] [●]
Call Redemption Date(s) <i>Wahlrückzahlungstag(e) (Call)</i>	[●] [●]
Call Redemption Amount(s) <i>Wahlrückzahlungsbetrag/-beträge (Call)</i>	[●] [●]
Minimum Notice to Securityholders ²³¹ <i>Mindestkündigungsfrist gegenüber Gläubigern der Schuldverschreibungen</i>	[●] [●]
Maximum Notice to Securityholders <i>Höchstkündigungsfrist gegenüber Gläubigern der Schuldverschreibungen</i>	[●] [●]

**Early Redemption at the Option of a
Securityholder
Vorzeitige Rückzahlung nach Wahl des
Gläubigers der Schuldverschreibungen**

[Applicable
Anwendbar]
[Not applicable
Nicht anwendbar]

[Put Redemption Date(s) <i>Wahlrückzahlungstag(e) (Put)</i>	[●] [●]
Put Redemption Amount(s) <i>Wahlrückzahlungsbetrag/-beträge (Put)</i>	[●] [●]
Minimum Notice to Issuer ²³² <i>Mindestkündigungsfrist gegenüber Emittentin</i>	[[●] days [●] Tage]
Maximum Notice to Issuer <i>Höchstkündigungsfrist gegenüber Emittentin</i>	[[●] days [●] Tage]
[Notice period to Registrar <i>Mitteilungsfrist gegenüber der Registerstelle</i>	[[●] days [●] Tage] ²³³ ²³⁴

Automatic Redemption

[Applicable

²³¹ The minimum notice should be at least 5 Business Days.
Die Mindestkündigungsfrist sollte mindestens 5 Geschäftstage betragen.

²³² The minimum notice should be 15 Business Days.
Die Mindestkündigungsfrist sollte 15 Geschäftstage betragen.

²³³ Insert in the case of Registered Securities.
Im Fall von Namensschuldverschreibungen einfügen.

²³⁴ Insert if investor put is applicable. Not applicable in the case of Pfandbriefe.
Einfügen, falls Kündigungsrecht des Anlegers anwendbar ist. Nicht anwendbar im Fall von Pfandbriefen.

Automatische Rückzahlung

Anwendbar]

[Not applicable
Nicht anwendbar]

[Interest capped at Target Interest
Zielzins als Zinsobergrenze

[Yes
Ja]
[No
Nein]

Target Interest Event

Zielzinsereignis

Total Interest Amount is [equal to or] greater than
the Target Interest
Gesamtzinsbetrag [entspricht dem oder] ist größer
als der Zielzins

Target Interest
Zielzins

[●] per cent. of the principal amount
[●] Prozent des Nennbetrags

Final Payment
Schlusszahlung

[Yes
Ja]
[No
Nein]]²³⁵

Early redemption upon the occurrence of a Regulatory Event

Vorzeitige Rückzahlung bei Eintritt eines Aufsichts-rechtlichen Ereignisses

[Not applicable
Nicht anwendbar]

[Applicable
Anwendbar]

[Upon the occurrence of a Regulatory
Event the Securities may be
redeemed at the
Bei Eintritt eines Aufsichtsrechtlichen
Ereignisses können die
Schuldverschreibungen zurückgezahlt
werden zum

[Make-Whole Redemption Amount] [Redemption
Amount] [●]

[Aufrechnungsrückzahlungsbetrag]
[Rückzahlungsbetrag] [●]

[Make-Whole Redemption Amount
Aufrechnungsrückzahlungsbetrag]

[●]
[●]

[Adjusted Comparable Yield
Angepasste Vergleichsrendite]

[●]
[●]]²³⁶

Early Redemption Amount

Vorzeitiger Rückzahlungsbetrag

Early Redemption Amount
Vorzeitiger Rückzahlungsbetrag

[Principal amount plus accrued interest
Nennbetrag plus aufgelaufene Zinsen]

[Fair market value
Angemessener Marktpreis]

²³⁵ Insert in the case of TARN Securities.
Im Fall von TARN Schuldverschreibungen einfügen.

²³⁶ Applicable in the case of subordinated Securities.
Anwendbar im Fall von nachrangigen Schuldverschreibungen.

[(including accrued interest)
(*einschließlich aufgelaufene Zinsen*)]
[less Early Redemption Unwind Costs
*abzüglich Abwicklungskosten bei Vorzeitiger
Rückzahlung*]

[Redemption Amount
Rückzahlungsbetrag]

[Amortized Face Amount
Amortisationsbetrag]²³⁷

[If Credit Linked Notes Annex A applies:
[§6(25)(b) applies]²³⁸
[§6(26)(b) applies]²³⁹
[§6(27)(b) applies]²⁴⁰]

[If Credit Linked Notes Annex B applies:
[§6(17)(b) applies]²⁴¹
[§6(18)(b) applies]²⁴²
[§6(19)(b) applies]²⁴³]

[]

Fair market value

Angemessener Marktpreis

Determined by the Calculation Agent [at its
reasonable discretion]

*Von der Berechnungsstelle [nach ihrem billigen
Ermessen festgestellt]*

Redemption for Illegality
Rückzahlung wegen Rechtswidrigkeit

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

Certain Definitions
Bestimmte Definitionen

Early Redemption Unwind Costs
*Abwicklungskosten bei Vorzeitiger
Rückzahlung*

[Standard Early Redemption Unwind Costs
Standard Abwicklungskosten bei Vorzeitiger

Rückzahlung]

[Insert Specified Amount
Festgelegten Betrag einfügen]

[Amortised Face amount

[●]

²³⁷ Insert in the case of unsubordinated Zero Coupon Securities or Zero Coupon Securities (including subordinated Zero Coupon Securities) which include a gross-up for withholding taxes.
Im Fall von nicht nachrangigen Nullkupon-Schuldverschreibungen oder Nullkupon-Schuldverschreibungen (einschließlich nachrangiger Nullkupon-Schuldverschreibungen) einfügen, die Quellensteuerausgleichszahlungen vorsehen.

²³⁸ Only applicable to EM Pass-Through Securities.

²³⁹ Only applicable to Zero Recovery Portfolio Securities.

²⁴⁰ Only applicable to Recovery Portfolio Securities.

²⁴¹ Only applicable to EM Pass-Through Securities.

²⁴² Only applicable to Zero Recovery Portfolio Securities.

²⁴³ Only applicable to Recovery Portfolio Securities.

Amortisationsbetrag [●]

Reference Price [●]
Referenzkurs [●]

Amortisation Yield [●] [Not applicable]
Emissionsrendite [●] [Nicht anwendbar]

8. TERMS FOR CALCULATION OF THE REDEMPTION AMOUNT [(\$6)] [Applicable
BESTIMMUNGEN ZUR BERECHNUNG ANWENDBAR]²⁴⁴
DES RÜCKZAHLUNGSBETRAGS [(\$6)] [Not applicable
NICHT ANWENDBAR]

[Redemption Amount] [Specified Denomination]
Rückzahlungsbetrag Festgelegte Stückelung]²⁴⁵

[Calculation Amount]
Berechnungsbetrag]^{246,247}

[Redemption Amount]
Rückzahlungsbetrag

[An amount calculated [by the Calculation Agent] [in a fair and commercially reasonable manner] equal to:

Ein Betrag, der [von der Berechnungsstelle] [in angemessener und wirtschaftlich vernünftiger Weise] wie folgt berechnet wird:

$$\left[\frac{\text{Reference Price}}{\text{Strike Price}} \times \text{Specified Amount} \right]$$

$$\left[\frac{\text{Referenzkurs}}{\text{Basiskurs}} \times \text{Festgelegter Betrag} \right]^{248}$$

$$\left[\frac{\text{Strike Price}}{\text{Reference Price}} \times \text{Specified Amount} \right]$$

$$\left[\frac{\text{Basiskurs}}{\text{Referenzkurs}} \times \text{Festgelegter Betrag} \right]^{249}$$

[Index]²⁵⁰[Indices]²⁵¹ [●]
[Index][Indices] [●]

Multi-Exchange Index [Yes]
Börsenübergreifender Index Ja]

[No]

²⁴⁴ Only applicable if Option V applies and the Securities are not Credit Linked Notes.
Nur anwendbar, falls Option V anwendbar ist und die Schuldverschreibungen nicht kreditbezogene Schuldverschreibungen sind.

²⁴⁵ Insert in the case of Securities governed by German law.

Im Fall von Schuldverschreibungen, die deutschem Recht unterliegen, einfügen.

²⁴⁶ Insert in the case of Securities governed by English law.

Im Fall von Schuldverschreibungen, die englischem Recht unterliegen, einfügen.

²⁴⁷ Insert if Option V applies and Securities are redeemed at par.

Einfügen, falls Option V Anwendung findet und die Schuldverschreibungen zum Nennbetrag zurückgezahlt werden.

²⁴⁸ Insert in the case of a Call Index/Equity Linked Redemption Notes.

Im Fall von Schuldverschreibungen mit index-/aktienbezogener Rückzahlung (Call) einfügen.

²⁴⁹ Insert in the case of a Put Index/Equity Linked Redemption Notes.

Im Fall von Schuldverschreibungen mit index-/aktienbezogener Rückzahlung (Put) einfügen.

²⁵⁰ Insert in the case of Securities linked to a single index.

Im Fall von Schuldverschreibungen, die auf einen einzelnen Index bezogen sind, einfügen.

²⁵¹ Insert in the case of Securities linked to a basket of indices.

Im Fall von Schuldverschreibungen, die auf einen Indexkorb bezogen sind, einfügen.

	Nein]
Index Sponsor(s) <i>Index-Sponsor(s)</i>	[●] [●]
[Multiplier <i>Multiplikator</i>	[●] [●]] ²⁵²
Exchange <i>Börse</i>	[●] [●]
Related Exchange <i>Verbundene Börse</i>	[●] [●]
[Exchange Rate <i>Umrechnungskurs</i>	[●] [●]] ²⁵³
Reference Price <i>Referenzkurs</i>	[●] [●]
Specified Amount <i>Festgelegter Betrag</i>	[●] [●]
Strike Price <i>Basiskurs</i>	[●] [●]
Valuation Date <i>Bewertungstag</i>	[●] [●]] ²⁵⁴

[Redemption Amount
Rückzahlungsbetrag

[An amount calculated [by the Calculation Agent] [in a fair and commercially reasonable manner] equal to:

Ein Betrag, der [von der Berechnungsstelle] [in angemessener und wirtschaftlich vernünftiger Weise] wie folgt berechnet wird:

$$\left[\frac{\text{Reference Price}}{\text{Strike Price}} \times \text{Specified Amount} \right]$$

$$\left[\frac{\text{Referenzkurs}}{\text{Basiskurs}} \times \text{Festgelegter Betrag} \right]^{255}$$

$$\left[\frac{\text{Strike Price}}{\text{Reference Price}} \times \text{Specified Amount} \right]$$

$$\left[\frac{\text{Basiskurs}}{\text{Referenzkurs}} \times \text{Festgelegter Betrag} \right]^{256}$$

[Equity Issuer(s)
Aktienemittent(en)

[●]
[●]]²⁵⁷

²⁵² Insert in the case of Securities linked to a basket of indices or equities.
Im Fall von Schuldverschreibungen, die auf einen Index- bzw. Aktienkorb bezogen sind, einfügen.

²⁵³ Insert in the case of Securities with currency conversion.
Im Fall von Schuldverschreibungen mit Währungsumrechnung einfügen.

²⁵⁴ Insert in the case of Index Linked Notes.
Im Fall von indexbezogener Schuldverschreibungen einfügen.

²⁵⁵ Insert in the case of a Equity Linked Redemption Notes (Call).
Im Fall von Schuldverschreibungen mit aktienbezogener Rückzahlung (Call) einfügen.

²⁵⁶ Insert in the case of a Equity Linked Redemption Notes (Put).
Im Fall von Schuldverschreibungen mit aktienbezogener Rückzahlung (Put) einfügen.

²⁵⁷ Insert in the case of Equity Linked Notes.

[Multiplier <i>Multiplikator</i>	[●] [●]] ²⁵⁸
[Underlying Equit(y)(ies) <i>Zugrundeliegende Aktie(n)</i>	[●] [●]] ²⁵⁹
Exchange <i>Börse</i>	[●] [●]
Related Exchange <i>Verbundene Börse</i>	[●] [●]
[Exchange Rate <i>Umrechnungskurs</i>	[●] [●]] ²⁶⁰
Reference Price <i>Referenzkurs</i>	[●] [●]
Specified Amount <i>Festgelegter Betrag</i>	[●] [●]
[Specified Currency <i>Festgelegte Währung</i>	[●] [●]]
Strike Price <i>Basiskurs</i>	[●] [●]
Valuation Date <i>Bewertungstag</i>	[●] [●]] ²⁶¹

9. **MARKET DISRUPTION [(\$7)]** [Applicable
MARKTSTÖRUNG [(\$7)] *Anwendbar*

[Not applicable
Nicht anwendbar

[In case of a market disruption postponement of
Im Fall einer Marktstörung, Verschiebung des [Valuation Date
Bewertungsstichtag

[Underlying Determination Date
Basiswertfeststellungstag

[Determination Time
Feststellungszeitpunkt [●]
[●]]²⁶²

[Valuation Time [●]

²⁵⁸ *Im Fall von aktienbezogenen Schuldverschreibungen einfügen.*
Insert in the case of Securities linked to a basket of indices or equities.

²⁵⁹ *Im Fall von Schuldverschreibungen, die auf einen Index- bzw. Aktienkorb bezogen sind, einfügen.*
Insert in the case of Equity Linked Notes.

²⁶⁰ *Im Fall von aktienbezogenen Schuldverschreibungen einfügen.*
Insert in the case of Securities with currency conversion.

²⁶¹ *Im Fall von Schuldverschreibungen mit Währungsumrechnung einfügen.*
Insert in the case of Equity Linked Notes.

²⁶² *Im Fall von aktienbezogenen Schuldverschreibungen einfügen.*
Insert in the case of index or equity linked Securities.
Im Fall von index- bzw. aktienbezogene Schuldverschreibungen einfügen.

Bewertungszeitpunkt

[●]²⁶³⁻²⁶⁴

**10. ADJUSTMENTS, EXTRAORDINARY
EVENTS AND TERMINATION [(§8)]
ANPASSUNGEN, AUßERORDENTLICHE
EREIGNISSE UND KÜNDIGUNG [(§8)]**

[Applicable
Anwendbar]²⁶⁵
[Not applicable
nicht anwendbar]

[[Determinations made by the Calculation Agent in
case of an Index Adjustment Event
*Feststellungen der Berechnungsstelle im Fall eines
Indexanpassungsereignisses*

[Reference Price
Referenzkurs]

[[Relevant] Determination Price
[Maßgeblicher] Feststellungskurs]
[and/or
und/oder]

[Initial Price
Anfangskurs]

[and/or
und/oder]

[Rate of Interest
Zinssatz]²⁶⁶

[Potential Adjustment Events
Mögliches Anpassungsereignis

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

Underlying Equity (as) quoted, listed and/or dealt
as of the Trade Date in a currency of a EU
member state other than Euro
*Quotierung, Listing und/oder Handel in der
Zugrundeliegende Aktie an einem Handelstag in
der Währung eines EU Mitgliedstaates außer Euro*

[Applicable

Anwendbar]

[Not applicable
Nicht anwendbar]

De-listing, Merger Event, Nationalisation and
Insolvency
*De-listing, Fusionsereignis, Verstaatlichung und
Insolvenz*

[Applicable

Anwendbar]

[Not applicable
Nicht anwendbar]

Tender Offer

[Applicable

²⁶³ Insert in the case of index or equity linked redemption Notes.
Im Fall von Schuldverschreibungen mit index- bzw. aktienbezogener Rückzahlung einfügen.

²⁶⁴ Insert if market disruption applies.
Einfügen, falls Marktstörung anwendbar ist.

²⁶⁵ Applicable if Option V applies.
Anwendbar, falls Option V anwendbar ist.

²⁶⁶ Insert in the case of Securities linked to an Index or a basket of Indices.
Im Fall von Schuldverschreibungen, die auf einen Index oder einen Indexkorb bezogen sind einfügen.

Übernahmeangebot

Anwendbar]

[Not applicable
Nicht anwendbar]

Trade Date
Handelstag

[●]
[●]]²⁶⁷

**11. FISCAL AGENT/PAYING AGENT(S)/CALCULATION
AGENT/DETERMINATION AGENT (§ [6] [9])**

FISCAL AGENT/ZAHLSTELLE(N)/BERECHNUNGSSTELLE/FESTLEGUNGSSTELLE (§ [6][9])

**Fiscal Agent
Fiscal Agent**

[Deutsche Bank Aktiengesellschaft]

[Deutsche Bank AG, London Branch
Deutsche Bank AG, Zweigniederlassung London]

**[Insert other Fiscal Agent
Anderen Fiscal Agent einfügen]**

**Paying Agent(s)
Zahlstelle(n)**

[Deutsche Bank Aktiengesellschaft]

[Deutsche Bank AG, London Branch

Deutsche Bank AG, Zweigniederlassung London]

[Deutsche Bank Luxembourg S.A.]

**[Insert other Paying Agent
Andere Zahlstelle einfügen]**²⁶⁸

**Calculation Agent
Berechnungsstelle**

[Not applicable
Nicht anwendbar]

[Fiscal Agent
Fiscal Agent]

**[Insert other Calculation Agent
Andere Berechnungsstelle einfügen]**²⁶⁹

**Determination Agent
Feststellungsstelle**

[Not applicable
Nicht anwendbar]

[Fiscal Agent
Fiscal Agent]

**[Insert other Determination Agent
Andere Feststellungsstelle einfügen]**²⁷⁰

²⁶⁷ Insert in the case of Securities linked to an equity or a basket of equities.

²⁶⁸ *Im Fall von Schuldverschreibungen, die auf eine Aktie oder einen Aktienkorb bezogen sind einfügen*
Where another Paying Agent is specified, include such Paying Agent's name and address details.

²⁶⁹ *Falls eine andere Zahlstelle angegeben ist, ist der Name und die Adresse dieser Zahlstelle einzufügen.*

²⁶⁹ Where another Calculation Agent is specified, include such Calculation Agent's name and address details.
Falls eine andere Berechnungsstelle angegeben ist, ist der Name und die Adresse dieser Berechnungsstelle einzufügen.

²⁷⁰ Where another Determination Agent is specified, include such Determination Agent's name and address details.

Exchange Agent²⁷¹
Exchange Agent

[Deutsche Bank Trust Company Americas]
[Not applicable
Nicht anwendbar]

**[Insert other Exchange Agent
Anderen Exchange Agent einfügen]**

Transfer Agent²⁷²
Transfer Agent

[Deutsche Bank Luxembourg S.A.]

[Not applicable
Nicht anwendbar]

**[Insert other Transfer Agent
Andere Transfer Agent einfügen]**

Registrar²⁷³
Registerstelle

[Deutsche Bank Trust Company Americas]

**[Insert other Registrar
Andere Registerstelle einfügen]**²⁷⁴

[Not applicable
Nicht anwendbar]

12. TAXATION (§ [7] [10])²⁷⁵
STEUERN (§ [7] [10])

Withholding tax gross-up obligation of the Issuer
Quellensteuerausgleich durch die Emittentin

[Yes
Ja]

[No
Nein]

[Country
Staat]

[Germany
Deutschland]

[United Kingdom
Vereinigtes Königreich]

[Australia
Australien]

[United States]

Falls eine andere Feststellungsstelle angegeben ist, ist der Name und die Adresse dieser Feststellungsstelle einzufügen.

²⁷¹ Applicable in the case of Registered Securities.
Anwendbar im Fall von Namensschuldverschreibungen.

²⁷² Applicable in the case of Registered Securities.
Anwendbar im Fall von Namensschuldverschreibungen.

²⁷³ Applicable in the case of Registered Securities.
Anwendbar im Fall von Namensschuldverschreibungen.

²⁷⁴ Where Registered Securities are only to be issued to non-U.S. persons outside the U.S. (pursuant to Regulation S or otherwise) an alternative Registrar should be appointed and amendments may be required to the Registered Securities Annex and the Agency Agreement.

Sofern Namensschuldverschreibungen ausschließlich für Nicht-US-Personen außerhalb der Vereinigten Staaten begeben werden (gemäß Regulation S oder gemäß anderer Bestimmungen), ist eine alternative Registerstelle zu ernennen und Änderungen bezüglich des Registered Securities Annex und des Agency Agreement können erforderlich werden.

²⁷⁵ As a general rule there will be no withholding tax gross up obligation of the Issuer.
Üblicherweise erfolgt kein Quellensteuerausgleich durch die Emittentin.

13. NOTICES (§ [12] [15])
MITTEILUNGEN (§ [12] [15])

Publication [Applicable
Veröffentlichung Anwendbar]

[Not applicable
Nicht anwendbar]

[[Financial Times in London] [As per Condition]]²⁷⁷
[Financial Times in London][wie in den
Bedingungen]]

[Insert other applicable newspaper
Andere Zeitung einfügen]

Alternative publication provisions [Not applicable
Alternative Bestimmungen über Mitteilungen Nicht anwendbar]

[Insert details
Einzelheiten einfügen]

Notice deemed to have been validly given on [[Date of][●] publication] or, if published more than
once, [date of][●] first such publication][As per
Conditions]

Mitteilung gilt als wirksam bekannt gemacht am

[Tag der][●] Veröffentlichung]
oder, wenn mehrmals veröffentlicht
wurde, [Datum der][●] ersten
Veröffentlichung][wie in den
Bedingungen]

Notification to Clearing System [Applicable
Mitteilung an das Clearing System Anwendbar]

[Not applicable
Nicht anwendbar]

Substitution of notice pursuant to paragraph (1) [Applicable
Ersetzung der Mitteilung nach Absatz (1) Anwendbar]

[Not applicable
Nicht anwendbar]

²⁷⁶ Insert if there is a withholding tax gross-up obligation of the Issuer.

Einfügen, falls die Emittentin zum Quellensteuerausgleich verpflichtet ist.

²⁷⁷ Publication will always apply to English law Securities. In the case of English law bearer Securities a newspaper shall be specified and in the case of English law registered Securities the Conditions will apply.

Veröffentlichung findet auf Schuldverschreibungen, die englischem Recht unterliegen, immer Anwendung. Im Fall von Inhaberschuldverschreibungen, die englischem Recht unterliegen, ist eine Zeitung anzugeben und im Fall von englischem Recht unterliegenden Namensschuldverschreibungen (registered securities) finden die Bedingungen Anwendung.

Notice to Clearing System deemed to have been validly given on²⁷⁸

[The day on which][The
[seventh] [●] [London] [Frankfurt/Main]
[Madrid][TARGET2] [●]
Business Day] the notice was given to the Clearing
System[§ [12][15] applies]

Mitteilung an das Clearing System gilt als wirksam bekannt gemacht am

[Der Tag an dem]
[[der] [siebte] [●][Londoner] [Frankfurter]
[Madrider]
[TARGET2] [●] Geschäftstag nach dem Tag, an dem die
Mitteilung dem Clearing System bekannt gemacht wurde [§[12] [15] findet Anwendung]]²⁷⁹

Notifications by Securityholders
Mitteilungen durch Gläubiger der Schuldverschreibungen

[Not applicable
Nicht anwendbar]
[Notification through the Clearing System
Mitteilung über das Clearing System]
[As per Conditions]
[Wie in den Bedingungen]
[and
und]

[Notification through written notice [delivered [by hand or] [by registered mail]
Mitteilung durch schriftliche Nachricht [, die
[persönlich oder]
[per Einschreiben] übermittelt wird]

[Notice Delivery Business Day Centre:
Mitteilungszustellungs-Geschäftstageszentrum

[●]
[●]

14. RESOLUTIONS OF SECURITYHOLDERS (§ [14] [17])²⁸⁰
BESCHLÜSSE DER GLÄUBIGER DER SCHULDVERSCHREIBUNGEN (§ [14] [17])

Matters not subject to resolutions
Maßnahmen, über die nicht entschieden werden soll

[None
Keine]

[Specify matters
Maßnahmen angeben]

Qualified Majority

[75 per cent.

²⁷⁸ Insert if Notification to Clearing System is applicable. In relation to Securities governed by German law this should be no less than the seventh Business Day after the day on which the notice was given to the Clearing System
Einfügen, falls Mitteilung an Clearing System anwendbar ist. In Bezug auf Schuldverschreibungen, die englischem Recht unterliegen, sollte dies frühestens der dritte Geschäftstag nach dem Tag sein, an dem die Mitteilung an das Clearing System übermittelt wurde. In Bezug auf Schuldverschreibungen, die deutschem Recht unterliegen, sollte dies frühestens der siebte Geschäftstag nach dem Tag sein, an dem die Mitteilung an das Clearing System übermittelt wurde.

²⁷⁹ Insert if Notification to Clearing System applies.
Einfügen, falls Mitteilung an Clearing System anwendbar ist.

²⁸⁰ Only relevant for German law governed Securities.
Nur für Schuldverschreibungen relevant, die deutschem Recht unterliegen.

Qualifizierte Mehrheit	75 Prozent] [[●] per cent. [●] Prozent]
Simple Majority Einfache Mehrheit	[50 per cent. 50 Prozent] [[●] per cent. [●] Prozent]
Higher majority requirements Höhere Mehrheitserfordernisse	[Not applicable Nicht anwendbar]

**[Specify matters and majority requirements
Maßnahmen und Mehrheitserfordernisse
angeben]**

Joint Representative Gemeinsamer Vertreter	[Not applicable Nicht anwendbar]
---	-------------------------------------

[A Joint Representative is not specified in the Conditions. The Securityholders may appoint a Joint Representative [in accordance with the provisions set out in the conditions as default wording by majority resolution.] [in accordance with the following provisions: [●].]

In den Bedingungen wird kein gemeinsamer Vertreter bestellt. Die Gläubiger können einen gemeinsamen Vertreter [gemäß dem in den Bedingungen als Standardwortlaut enthaltenen Bestimmungen durch Mehrheitsbeschluss bestimmen.] [gemäß den folgenden Bestimmungen bestellen: [●].]

[[●] will be appointed as Joint Representative. The Joint Representative shall be authorised [to convene a meeting of Securityholders] [to call for a vote of Securityholders without a meeting] and to preside the [meeting] [the taking of votes] [and [●].]

[●] wird als gemeinsamer Vertreter bestellt. Der gemeinsame Vertreter ist befugt [eine Gläubigerversammlung einzuberufen] [zu einer Abstimmung der Gläubiger ohne Versammlung aufzufordern] und die [Versammlung] [die Abstimmung] zu leiten [und [●].]

**15. LANGUAGE OF CONDITIONS (§ [16]
[19])
SPRACHE DER BEDINGUNGEN
(§[16][19])**

[German only
Ausschließlich Deutsch]

[English only
Ausschließlich Englisch]

[English and German (English controlling)]

Englisch und Deutsch (englischer Text maßgeblich)]

[German and English (German controlling)
Deutsch und Englisch (deutscher Text maßgeblich)]

16. PROVISIONS FOR CREDIT LINKED
NOTES [§(6)]²⁸¹
BESTIMMUNGEN FÜR
KREDITBEZOGENE
SCHULDVERSCHREIBUNGEN [§(6)]

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

[Applicable] [Not applicable]

(i) Credit Linked Notes Annex A

[Applicable] [Not applicable]

(ii) Credit Linked Notes Annex B

[Applicable] [Not applicable]

(iii) [Physical Settlement Matrix:

Date of Physical Settlement Matrix: [29 May
2012/other]²⁸²

[The following Transaction Type(s) applies: [North
American Corporate/European Corporate/Australia
Corporate/New Zealand Corporate/Japan
Corporate/Singapore Corporate/Asia
Corporate/Subordinated European Insurance
Corporate/Emerging European Corporate
LPN/Emerging European Corporate/Latin America
Corporate B/Latin America Corporate BL/Asia
Sovereign/Emerging European & Middle Eastern
Sovereign/Japan Sovereign/Australia
Sovereign/New Zealand Sovereign/Singapore
Sovereign/Latin America Sovereign/Western
European Sovereign/U. S. Municipal Full Faith and
Credit/U. S. Municipal General Fund/U. S. Municipal
Revenue] (Specify per Reference Entity)]

(iv) Maturity Date

[[●] (the "Scheduled Maturity Date") subject as
provided in [§6(4)][.] [and] [§6(5)][.] [and] [§6(6)]]²⁸³

[The second Business Day following the scheduled
maturity date of the Reference Obligation (the
"Scheduled Maturity Date") subject as provided in
[§6(4) and § 6(6)].]²⁸⁴

²⁸¹ Applicable in the case of Credit Linked Notes. No German version or translation will be provided for Credit Linked Notes.
Anwendbar im Fall von kreditbezogenen Schuldverschreibungen. Für kreditbezogene Schuldverschreibungen wird keine deutsche Fassung oder Übersetzung zur Verfügung gestellt.

²⁸² If Date of Physical Settlement Matrix is not 29 May 2012 consider whether § 6(6) requires amendment. The Physical Settlement Matrix will be not applicable if Credit Linked Notes Annex B is applicable.

²⁸³ Consider inserting this other than in the case of EM Pass-Through Securities.

²⁸⁴ Only applicable to EM Pass-Through Securities.

- [●]
- (v) Redemption Amount [Express per Calculation Amount] [●]
 [§6(25)(a) applies]²⁸⁴
 [§6(26)(a) applies]²⁸⁵
 [§6(27)(a) applies]²⁸⁶
- (vi) Trade Date [●]
- (vii) Additional Credit Business [Not applicable] [●]
 Centre(s):
- (viii) Credit Business Day Convention [Following/Modified Following/Preceding] [Not applicable]
- (ix) Name and address of Calculation Agent responsible for making calculations and determinations [●]
- (x) Reference Entity(ies) [●]
- (xi) Reference Obligation[s] [●]
 (Specify per Reference Entity)

Standard Reference Obligation: [Applicable] [Not applicable] (*Not applicable if Credit Linked Notes Annex A applies*)

[If Standard Reference Obligation is applicable, insert:

Senior Level: [Applicable] [Not applicable]

Subordinated Level: [Applicable] [Not applicable]

[If Credit Linked Notes Annex B applies and there is a Non-Standard Reference Obligation, insert:

Non-Standard Reference Obligation:]

[The obligation(s) identified as follows]

Primary Obligor [●]

Guarantor [●]

Maturity [●]

Coupon [●]

CUSIP/ISIN [●] (*Only include if Credit Linked Notes Annex A applies or if Standard Reference Obligation*)

²⁸⁵ Only applicable to Zero Recovery Portfolio Securities.
²⁸⁶ Only applicable to Recovery Portfolio Securities.

does not apply)

Deliverable Obligations: [Applicable] [Not applicable] (Not applicable if Credit Linked Notes Annex A applies or if the Securities are Reference Obligation Only Securities in which case delete the remaining sub-paragraphs below)

[Deliverable Obligation Category: [Payment]
[Borrowed Money]
[Bond]
[Loan]
[Bond or Loan]

Deliverable Obligation Characteristics: [Not Subordinated]
[Specified Currency:
[●] [Standard Specified Currencies]
[Not Sovereign Lender]
[Not Domestic Currency]
[Domestic Currency means: [●]]
[Not Domestic Law]
[Listed]
[Not Domestic Issuance]
[Assignable Loan]
[Consent Required Loan]
[Direct Loan Participation]
[Qualifying Participation Seller: - insert details]
[Transferable]
[Maximum Maturity:
[●]]
[Accelerated or Matured]
[Not Bearer]]

(xii) All Guarantees [Applicable]
[Not applicable]
[As per Physical Settlement Matrix]

Provisions relating to Qualifying Guarantee and Underlying Obligation:
§ 6(14) [applicable] [not applicable]²⁸⁷

(xiii) First to Default [Applicable]
[Not applicable]

[If applicable:

Alternative Reference Entity [Applicable][Not applicable]

Spread Requirement Percentage [[●] per cent.]²⁸⁸

(xiv) Zero Recovery Portfolio Securities: [Applicable]
[Not applicable]

²⁸⁷ Not applicable where Credit Linked Notes Annex B applies.
²⁸⁸ Only applicable where First to Default is specified as applicable.

[If applicable insert:
Weighting Percentage: []]

(xv) Zero Recovery Single Name Securities: [Applicable]
[Not applicable]

(xvi) Recovery Portfolio Securities: [Applicable]
[Not applicable]

[If applicable insert:
Weighting Percentage: []]

(xvii) EM Pass-Through Securities: [Applicable]
[Not applicable]

[If applicable insert:
FX Price Source: []
Fixing Rate Time: [●]([●] time)
[Not applicable]]

(xviii) Credit Events [Bankruptcy]
[Failure to Pay]
Grace Period Extension [applicable][not applicable][As per Physical Settlement Matrix]
[Grace Period: [●]²⁸⁹
[Governmental Intervention] (Only available if Credit Linked Notes Annex B applies)
[Obligation Default]
[Obligation Acceleration]
[Repudiation/Moratorium]
[Restructuring]
[As per Physical Settlement Matrix]
Provisions relating to Multiple Holder Obligation: § 6(12) [applicable][not applicable]
Provisions relating to Restructuring: § 6(11) [applicable][not applicable]

[[Restructuring Maturity Limitation and Fully Transferable Obligation] (if Credit Linked Notes Annex A applies) / [Mod R] (If Credit Linked Notes Annex B applies): [applicable] [not applicable]]

[[Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation] (If Credit Linked Notes Annex A applies) / [Mod Mod R] (If Credit Linked Notes Annex B applies) : [applicable] [not applicable]]
[Applicable][Not applicable]

(xix) Accrual of Interest upon a Credit Event:

(xx) Financial Reference Entity Terms: [Applicable][Not applicable] (Not applicable if Credit Linked Notes Annex A applies)

(xxi) Subordinated European Insurance [Applicable][Not applicable] (Not applicable if Credit

²⁸⁹ Insert Grace Period, if Grace Period Extension is applicable.

Terms:	<i>Linked Notes Annex A applies</i>
Default Requirement	<input checked="" type="checkbox"/>
Payment Requirement	<input checked="" type="checkbox"/>
(xxii) Credit Event Backstop Date	<input type="checkbox"/> [Applicable] <input type="checkbox"/> [Not applicable] <i>[insert date if required]</i> ²⁹⁰
(xxiii) DC Determinations	<input type="checkbox"/> [Applicable] <input type="checkbox"/> [Not applicable]
(xxiv) Notice of Publicly Available Information	<input type="checkbox"/> [Applicable] <input type="checkbox"/> [Not applicable] <input type="checkbox"/> [Public Source(s): <input checked="" type="checkbox"/> <input type="checkbox"/> Specified Number: <input]<sup="" checked="" type="checkbox"/> 291
(xxv) Obligation(s)	
Obligation Category ²⁹²	<input type="checkbox"/> [Payment] <input type="checkbox"/> [Borrowed Money] <input type="checkbox"/> [Reference Obligations Only] <input type="checkbox"/> [Bond] <input type="checkbox"> [Loan] <input type="checkbox"/> [Bond or Loan] <input type="checkbox"/> [As per Physical Settlement Matrix]</input>
Obligation Characteristics ²⁹³	<input type="checkbox"/> [Not Subordinated] <input type="checkbox"/> [Specified Currency:] <input checked="" type="checkbox"/> ²⁹⁴ [Standard Specified Currencies <input type="checkbox"/> [Not Sovereign Lender] <input type="checkbox"/> [Not Domestic Currency:] <input type="checkbox"/> [Domestic Currency means: <input]<sup="" checked="" type="checkbox"/> 295 <input type="checkbox"/> [Not Domestic Law] <input type="checkbox"/> [Listed] <input type="checkbox"/> [Not Domestic Issuance] <input type="checkbox"/> [As per Physical Settlement Matrix]
Additional Obligation(s)	<input type="checkbox"/> []
(xxvi) Excluded Obligation(s)	<input type="checkbox"/> []
(xxvii) Whether settlement of the Securities will be by (a) Auction Settlement, (b) Cash Settlement or (c) Physical Delivery	<input type="checkbox"/> [Auction Settlement] <input type="checkbox"/> [Cash Settlement] <input type="checkbox"/> [Physical Delivery] <input type="checkbox"/> [Not applicable]
(xxviii) Fallback Settlement Method	<input type="checkbox"/> [Cash Settlement] <input type="checkbox"/> [Physical Delivery] <input type="checkbox"/> [Not applicable] ²⁹⁶

²⁹⁰ The Credit Event Backstop Date should only be specified as applicable where DC Determinations is applicable.
²⁹¹ Insert if Notice of Publicly Available Information is applicable.
²⁹² Select one only.
²⁹³ Select all of which apply.
²⁹⁴ Insert currency as the case may be.
²⁹⁵ Insert currency as the case may be.

(xxix)	Merger Event	§ 6(9) [applicable] [not applicable] [Merger Event Redemption Date: [●] ²⁹⁷]
(xxx)	Unwind Costs	[Applicable][Not applicable] [If applicable, insert: [Standard Unwind Costs/other]]
(xxxix)	Provisions relating to Monoline Insurer as Reference Entity ²⁹⁸	[Insert if Credit Linked Notes Annex A applies: § 18 (13)(i):] [Applicable] [Not applicable] [Insert if Credit Linked Notes Annex A applies: § 6(13)(ii):] [Applicable] [Not applicable] [As per Physical Settlement Matrix]
(xxxixii)	Additional provisions for the Russian Federation	[Insert if Credit Linked Notes Annex A applies: § 6(17):] [Applicable] [Not applicable] [As per Physical Settlement Matrix]
(xxxixiii)	Additional Provisions for the Republic of Hungary	[Insert if Credit Linked Notes Annex A applies: § 6(18):] [Applicable] [Not applicable] [As per Physical Settlement Matrix]
(xxxixiv)	Additional Provisions for the Argentine Republic	[Insert if Credit Linked Notes Annex A applies: § 6(19):] [Applicable] [Not applicable] [As per Physical Settlement Matrix]
(xxxixv)	Additional Provisions for LPN Reference Entities	[Insert if Credit Linked Notes Annex A applies: § 6(20):] [Applicable] [Not applicable] [As per Physical Settlement Matrix]
(xxxixvi)	Additional Provisions for STMicroelectronics NV	[Insert if Credit Linked Notes Annex A applies: § 6(21):] [applicable] [not applicable] [As per Physical Settlement Matrix]
(xxxixvii)	Additional Provisions for U.S. Municipal Entity as Reference Entity	[Insert if Credit Linked Notes Annex A applies: § 6(22):] [applicable] [not applicable] [As per Physical Settlement Matrix]
(xxxixviii)	Additional Provisions for Sukuk Corporate and Sukuk Sovereign Transaction Types	[Insert if Credit Linked Notes Annex A applies: § 6(23):] [Applicable] [Not applicable] [As per Physical Settlement Matrix]

Terms relating to Cash Settlement²⁹⁹

(xxxixix)	Credit Event Redemption Amount	[Express per Calculation Amount][Not applicable]
(xl)	Credit Event Redemption Date	[●] Business Days] [Not applicable]
(xli)	Fixed Recovery ³⁰⁰	[Applicable [●] per cent.]

²⁹⁶ Only applicable where Auction Settlement is applicable.

²⁹⁷ Insert if § 6 (9) is applicable.

²⁹⁸ If applicable, only one of § 6(13)(i) and § 6(13)(ii) should be specified.

²⁹⁹ Specify "Not applicable" against each item unless Cash Settlement is specified as the Fallback Settlement Method and/or Auction Settlement or Cash Settlement is specified as the Settlement Method in which case complete as applicable.

³⁰⁰ Fixed Recovery can only apply if the Settlement Method is Cash Settlement. If Fixed Recovery applies items (xxx) to (xxxvii) should be not applicable.

- [Not applicable]
- (xlii) Valuation Date [Single Valuation Date: Business Days]
 [Multiple Valuation Dates: Business Days; and
 each Business Days thereafter.
 Number of Valuation Dates: [Not applicable]]
- (xliv) Valuation Time [Not applicable]
- (xlv) Quotation Method [Bid/Offer/Mid-market] [Not applicable]
- (xlv) Quotation Amount [/Representative Amount] [Not applicable]
- (xlv) Minimum Quotation Amount [Not applicable]
- (xlvii) Quotation Dealers [Not applicable]
- (xlviii) [If Credit Linked Notes Annex A applies, insert: Quotations] [If Credit Linked Notes Annex B applies, insert: Accrued Interest]: [Include Accrued Interest]
 [Exclude Accrued Interest] [Not applicable]
- (xlix) Valuation Method [Market/Highest]
 [Average Market/Highest/Average Highest]
 [Blended Market/Blended Highest] (Only available if
 Credit Linked Notes Annex A applies)
 [Average Blended Market/Average Blended Highest]
 (Only available if Credit Linked Notes Annex A
 applies)
 [Not applicable]

Terms relating to Physical Delivery³⁰¹

- (i) Physical Settlement Period [Business Days]
 [As per Physical Settlement Matrix] [Not applicable]
- (ii) Asset Amount [Include Accrued Interest] [Exclude Accrued Interest] [Not applicable]
- (iii) Settlement Currency [Not applicable]
- (liii) Deliverable Obligations
 Deliverable Obligation Category³⁰² [Payment]
 [Borrowed Money]
 [Reference Obligations Only]
 [Bond]
 [Loan]
 [Bond or Loan]
 [As per Physical Settlement Matrix]
 [Not applicable]
 Deliverable Obligation [Not Subordinated]

³⁰¹ Specify "Not applicable" against each item unless Physical Delivery is specified as the Settlement Method or Fallback Settlement Method in which case complete as applicable.

³⁰² Select one only.

Characteristics³⁰³

		[Specified Currency: <input type="checkbox"/> ³⁰⁴]
		[Standard Specified Currencies]
		[Not Sovereign Lender]
		[Not Domestic Currency]
		[Domestic Currency means: <input type="checkbox"/> ³⁰⁵]
		[Not Domestic Law]
		[Listed]
		[Not Contingent] (<i>Only available if Credit Linked Notes Annex A applies</i>)
		[Not Domestic Issuance]
		[Assignable Loan]
		[Consent Required Loan]
		[Direct Loan Participation]
		[Qualifying Participation Seller: – insert details]
		[Transferable]
		[Maximum Maturity: <input type="checkbox"/>]
		[Accelerated or Matured]
		[Not Bearer]
		[As per Physical Settlement Matrix]
		[Not applicable]
	Additional Deliverable Obligation(s)	<input type="checkbox"/> [Not applicable]
(liv)	Excluded Deliverable Obligation(s)	<input type="checkbox"/> [Not applicable]
(lv)	Indicative Quotations	[Applicable] [Not applicable]
(lvi)	Cut-Off Date	<input type="checkbox"/> [Not applicable]
(lvii)	Include Accrued Interest:	[Applicable] [Not applicable]]

³⁰³

Select all of which apply

³⁰⁴

Insert Currency as the case may be.

³⁰⁵

Insert currency as the case may be.

Part II: Additional Information

Teil II: Zusätzliche Angaben

1. ADMISSION TO TRADING, LISTING AND DEALING ARRANGEMENTS ZULASSUNG ZUM HANDEL, NOTIERUNG UND HANDELSREGELN

Listing(s) and admission to trading [Yes, application [has been/is expected to be/will be] made by the Issuer (or on its behalf) for the Securities to be listed and admitted to trading on the exchange and/or market set out below. No assurance can be given that such listing and admission to trading will be obtained]

Börsenzulassung(en) und Notierungsaufnahme *Ja, ein Antrag auf Zulassung zum Handel an der Börse und/oder am unten genannten Markt [wurde/wird voraussichtlich/wird] von der Emittentin (oder in ihrem Namen) gestellt. Es kann nicht zugesichert werden, dass eine Zulassung zum Handel tatsächlich erfolgt*

[No
Nein]

[Official List of the Luxembourg Stock Exchange
Official List der Luxemburger Börse]

[Regulated Market of the Luxembourg Stock Exchange
Geregelter Markt der Luxemburger Börse]

[Euro MTF
Euro MTF]

[Frankfurt Stock Exchange
Frankfurter Wertpapierbörse]

[Regulated Market of the Frankfurt Stock Exchange
Regulierter Markt der Frankfurter Wertpapierbörse]

[Open Market
Freiverkehr]

[Regulated Market of the Italian Stock Exchange or Italian multilateral trading facility] [insert details]
Regulierter Markt der Italienischen Wertpapierbörse oder italienische multilaterales Handelssystem
[Einzelheiten einfügen]

[Euronext Lisbon regulated market
Regulierter Markt der Euronext Lissabon]
[[Madrid][Barcelona][Bilbao][Valencia]Stock Exchange
[AIAF]
[Wertpapierbörse
[Madrid][Barcelona][Bilbao][Valencia]
[AIAF]]

[SIX Swiss Exchange, Zurich, Switzerland]

SIX Swiss Exchange, Zürich, Schweiz]

[Insert other listing
Andere Börsenzulassung einfügen]

In the case of Securities which are interchangeable with Securities that are already issued, indicate that the Securities already issued are admitted to trading on an exchange.³⁰⁶

[Not applicable]
[Insert details]

Im Fall von Schuldverschreibungen, die mit bereits begebenen Schuldverschreibungen fungibel sind, ist anzugeben, ob die bereits begebenen Schuldverschreibungen zum Handel an einer Börse zugelassen sind.

[Nicht anwendbar]
[Einzelheiten einfügen]

Expected date of admission
Erwarteter Termin der Zulassung

[] with effect from [●]
[] [mit Wirkung vom [●]

Estimate of the total expenses related to admission to trading³⁰⁷
Geschätzte Gesamtkosten für die Zulassung zum Handel

[]

Regulated markets or equivalent markets on which, 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.
Angabe geregelter oder gleichwertiger Märkte, auf denen nach Kenntnis der Emittentin Schuldverschreibungen der gleichen Wertpapierkategorie, die zum Handel angeboten oder zugelassen werden sollen, bereits zum Handel zugelassen sind.

[Not applicable]

Nicht anwendbar]

[Regulated Market of the Luxembourg Stock Exchange
Geregelter Markt der Luxemburger Börse]

[Regulated Market of the Italian Stock Exchange
Regulierter Markt der Italienischen Wertpapierbörse]

[Euronext Lisbon regulated market
Regulierter Markt der Euronext Lissabon]

[[Madrid][Barcelona][Bilbao][Valencia][●] Stock Exchange]
[AIAF]
[Wertpapierbörse [Madrid] [Barcelona] [Bilbao]

³⁰⁶ Not required if the Securities are Wholesale Securities **and** not derivative securities to which Annex XII of the Commission Regulation 809/2004 (the "**Commission Regulation**") applies (i.e. the final redemption amount of the Securities may be more or less than 100 per cent.) (**Derivative Securities**). References to Euro-amounts in the following footnotes also apply to amounts in other currencies which are as of the date of issue the equivalent of the relevant Euro-amount.

*Nicht erforderlich, falls die Schuldverschreibungen Wholesale-Schuldverschreibung **und** keine derivativen Wertpapiere sind, auf die Anhang XII der Verordnung 809/2004 (die „**Verordnung**“) Anwendung findet (d.h. der Rückzahlungsbetrag der Schuldverschreibungen kann größer oder geringer als 100 Prozent sein) (**Derivative Wertpapiere**). Bezugnahmen auf Beträge in Euro in den folgenden Fußnoten beziehen sich auch auf Beträge in anderen Währungen, die dem betreffenden Euro-Betrag am Tag der Begebung entsprechen.*

³⁰⁷ Not required if the Securities are not Wholesale Securities.

Nicht erforderlich, falls es sich bei den Schuldverschreibungen um Derivative Wertpapiere oder keine Wholesale-Schuldverschreibungen handelt.

[Valencia][●] [AIAF]

[Insert other unregulated markets
Andere nicht-regulierte Märkte einfügen]

Name and address of the entities which have a commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment³⁰⁸

[Insert details]
[Not applicable]

Name und Anschrift der Institute, die aufgrund einer Zusage als Intermediäre im Sekundärhandel tätig sind Liquidität mittels Geld- und Briefkursen erwirtschaften und Beschreibung der wesentlichen Bedingungen ihrer Zusage.

[Einzelheiten einfügen]
[Nicht anwendbar]

2. RATINGS RATINGS

[The Securities have not been rated.
Die Schuldverschreibungen wurden nicht geratet.]

[The Securities [have been] [are expected to be] rated by [Standard & Poor's Financial Services LLC ("S&P")] [,] [Moody's Investors Service, Inc. ("Moody's")] [and by] [Fitch Ratings Limited ("Fitch")] [and by] [insert other rating agency] ([the "Rating Agency"] [together the "Rating Agencies"]) as follows.³⁰⁹

[S&P: [●]]
[Moody's: [●]]
[Fitch: [●]]
[[insert other rating agency]: [●]]

[Each of the Rating Agencies] [The Rating Agency] is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies. As such the [Rating Agencies are] [Rating Agency is] included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation.

Die Schuldverschreibungen [wurden] [werden voraussichtlich] von [Standard & Poor's Financial Services LLC ("S&P")] [,] [Moody's Investors Service, Inc. ("Moody's")] [und] [Fitch Ratings Limited ("Fitch")] [und] [andere Ratingagentur einfügen] ([die "Rating-Agentur"] [zusammen die "Rating-Agenturen"])] wie folgt geratet:

(iv) [S&P: [●]]
[Moody's: [●]]
[Fitch: [●]]
[[andere Rating Agentur einfügen]: [●]]

[Jede] [Die] Rating-Agentur ist in der Europäischen Gemeinschaft ansässig und ist gemäß Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über

³⁰⁸ Not required in the case of Wholesale Securities.
Nicht erforderlich im Fall von Wholesale-Schuldverschreibungen.

³⁰⁹ If the Securities have been rated independently of the Programme insert such ratings. Otherwise insert general rating allocated to Securities of the type being issued under the Programme (if any).
Falls die Schuldverschreibungen unabhängig vom Programm geratet wurden, diese Ratings einfügen. Ansonsten allgemeines Rating der Schuldverschreibungen des zu emittierenden Typs im Rahmen des Programms einfügen.

Rating-Agenturen registriert. Als solche [sind die Rating-Agenturen] [ist die Rating-Agentur] im Verzeichnis der Ratingagenturen aufgeführt, das die Europäische Wertpapier- und Marktaufsichtsbehörde nach Maßgabe dieser Verordnung auf ihrer Website veröffentlicht.

[Insert brief explanation of the meaning of the ratings if this has previously been published by the rating provider

Kurze Beschreibung der Bedeutung des Ratings einfügen, soweit dies zuvor von der betreffenden Rating-Agentur veröffentlicht wurde]

**3. INTEREST OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER
INTERESSEN VON SEITEN NATÜRLICHER UND JURISTISCHER PERSONEN, DIE AN DER
EMISSION/DEM ANGEBOT BETEILIGT SIND**

[Save for the fees payable to the [Dealer[s]] [Management Group], so far as the Issuer is aware, no person involved in the issue or offering of the Securities has an interest material to the issue or the offering.

Mit Ausnahme der an [den Platzeur] [die Platzeure] [das Bankenkonsortium] zu zahlenden Gebühren haben die an der Emission bzw. dem Angebot der Schuldverschreibungen beteiligten Personen – soweit die Emittentin hiervon Kenntnis hat – kein materielles Interesse an der Emission bzw. dem Angebot.]

[Specify any other interest which is material to the issue or the offering, specifying persons involved and types of interest.

Jegliche anderen Interessen angeben, die für die Emission bzw. das Angebot von ausschlaggebender Bedeutung sind, unter Angabe der involvierten Personen und der Art der Interessen.]

**4. INFORMATION CONCERNING THE SECURITIES TO BE OFFERED / ADMITTED TO TRADING
INFORMATIONEN ÜBER DIE ANZUBIETENDEN BZW. ZUM HANDEL ZUZULASSENEN
SCHULDVERSCHREIBUNGEN**

Estimated net proceeds³¹⁰ [●]
Geschätzter Nettobetrag des Emissionserlöses [●]

Estimated total expenses of the issue³¹¹ [●]
Geschätzte Gesamtkosten der Emission [●]

**5. YIELD³¹²
RENDITE**

[Not applicable
Nicht anwendbar]

³¹⁰ If proceeds are intended for more than one use this must be split out and presented in order of priority. If the Securities are Derivative Securities it is only necessary to include disclosure of estimated net proceeds where disclosure regarding reasons for the offer is included in these Final Terms. For the avoidance of doubt, this item will not apply to Wholesale Securities that are not Derivative Securities.

Sofern der Erlös für verschiedene Verwendungszwecke bestimmt ist, ist dieser aufzuschlüsseln und nach der Priorität der Verwendungszwecke darzustellen. Sofern es sich bei den Schuldverschreibungen um Derivative Wertpapiere handelt, sind Angaben zum geschätzten Nettobetrag nur dann zu veröffentlichen, wenn Angaben zu den Gründen für das Angebot in den Endgültigen Bedingungen gemacht worden sind. Zur Klarstellung: dieser Punkt findet bei Wholesale-Schuldverschreibungen, bei denen es sich nicht um Derivative Wertpapiere handelt, keine Anwendung.

³¹¹ If the Securities are Derivative Securities it is only necessary to include disclosure of estimated total expenses where disclosure regarding reasons for the offer is included. For the avoidance of doubt, this item will not apply to Wholesale Securities that are not Derivative Securities.

Sofern es sich bei den Schuldverschreibungen um Derivative Wertpapiere handelt, sind Angaben zu den geschätzten Gesamtkosten nur dann zu veröffentlichen, wenn Angaben zu den Gründen für das Angebot gemacht worden sind. Zur Klarstellung: dieser Punkt findet bei Wholesale-Schuldverschreibungen, bei denen es sich nicht um Derivative Wertpapiere handelt, keine Anwendung.

³¹² Only applicable for fixed rate Securities.
Nur bei festverzinslichen Schuldverschreibungen anwendbar.

Indication of Yield
Angabe der Rendite

[●]
[●]

**6. INFORMATION ON THE UNDERLYING[S]³¹³,
INFORMATIONEN ÜBER [DEN] [DIE] BASISWERT[E]**

[Description of underlying interest rate[s]

[[Insert description of the underlying interest rate[s] and details of where past and future [EURIBOR][EURO-LIBOR][LIBOR][other] rates can be obtained]

Beschreibung [des] [der] zugrundeliegenden [Zinssatzes] [Zinssätze]

[Beschreibung [des] [der] zugrundeliegenden [Zinssatzes] [Zinssätze] sowie Einzelheiten darüber einfügen, wo frühere und zukünftige [EURIBOR][EURO-LIBOR][LIBOR][Andere] Zinssatzstände eingeholt werden können]]³¹⁴

[Description of underlying [index] [basket of indices] and performance of [index] [basket of indices]³¹⁵

[[Insert the name of [the] [each] underlying index and an indication where the information about [the] [each] index can be obtained]

[Insert details of where past and future performance and volatility of the [index] [basket of indices] can be obtained.]

Beschreibung des zugrundeliegenden [Index] [Indexkorbs] und Wertentwicklung des [Index][Indexkorbs]

[Namen [des] [jedes] zugrundeliegenden Indizes und Angabe des Ortes, wo Informationen zum Index erhältlich sind]

[Einzelheiten darüber einfügen, wo die frühere und künftige Wertentwicklung und Volatilität des [Index] [Indexkorbs] eingeholt werden kann.]]

[Description of underlying [equity][basket of equities] and performance of the [equity][basket of equities]

[[Insert description of the underlying [equity (including ISIN)][basket of equities (including ISINs and weighting of equities)] and details of where past and future performance and volatility of the [equity][basket of equities] can be obtained.]

Beschreibung [der] [des] zugrundeliegenden [Aktie] [Aktienkorbs] und Wertentwicklung [der Aktie][des Aktienkorbs]

[Beschreibung [der Aktie (einschließlich ISIN)] [des Aktienkorbs (einschließlich ISINs und Gewichtung der Aktien)] und Einzelheiten darüber einfügen, wo Informationen über frühere und künftige Wertentwicklung und Volatilität [der Aktie] [/des Aktienkorbs] eingeholt werden können.]]

³¹³ Only applicable for floating rate Securities and Derivative Securities. Not applicable in the case of Wholesale Securities.

Nur bei variabel verzinslichen Schuldverschreibungen und Derivativen Wertpapieren anwendbar. Nicht anwendbar auf Wholesale-Schuldverschreibungen.

³¹⁴ Insert in case of interest rate linked Securities.

Im Fall zinssatzbezogener Schuldverschreibungen einfügen.

³¹⁵ An underlying index must not be provided by the Issuer or a person acting in association with or on behalf of the Issuer.

Ein zugrundeliegender Index darf nicht von der Emittentin oder einer Person, die in Verbindung mit der Emittentin oder in deren Namen handelt, gestellt sein.

[Description of the underlying [reference entity]
[basket of reference entities]

[[Insert description of the underlying [reference
entity] [basket of reference entities] and of
where information on the underlying reference
entit[y][ies] can be obtained.]]

Beschreibung des zugrundeliegenden
[Referenzunternehmens]
[Referenzunternehmenskorbs]

**[Beschreibung des [Referenzunternehmens]
[Referenzunternehmenskorbs] und Einzelheiten
darüber, wo Informationen bezüglich des bzw.
der Referenzunternehmen eingeholt werden
können, einfügen.]]**

7. **TERMS AND CONDITIONS OF THE
OFFER³¹⁶
BEDINGUNGEN DES ANGEBOTS**

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

Total amount of the issue/offer; if the amount is not
fixed, description of the arrangements and time for
announcing to the public the definitive amount of the
offer

[Insert details][Not applicable]

(v) Gesamtsumme der
Emission/des Angebots
wenn die Summe nicht
feststeht, Beschreibung
der Vereinbarungen und
des Zeitpunkts für die
Ankündigung des
endgültigen
Angebotsbetrags an das
Publikum

[Einzelheiten einfügen] [Nicht anwendbar]

Offer Period
Angebotszeitraum

[[●] to [●]
[●] bis [●]]³¹⁷

[The Issuer reserves the right for any reason to
reduce the offer period.] [If the Issuer received prior
to the end of the offer period at a certain point in
time on a business day subscriptions for Securities
amounting to an aggregate subscription value of at
least [●], the offer will end at such relevant point in

time without prior notification.]

**[Die Emittentin behält sich das Recht vor, den
Angebotszeitraum, gleich aus welchem Grund, zu
verkürzen.] [Ist vor dem Ende des
Angebotszeitraums zu einem bestimmten Zeitpunkt**

³¹⁶ Not applicable in the case of Wholesale Securities or in the case of an exempt offer.

Nicht anwendbar, im Fall von Wholesale-Schuldverschreibungen oder im Fall eines befreiten Angebots.

³¹⁷ In the case of a predetermined offer period such offer period commences, unless stated otherwise, on the date of publication of the Final Terms and lasts to the 20th business day after such date of publication.

Im Fall eines festgelegten Angebotszeitraum beginnt der Angebotszeitraum, sofern nicht etwas anderes bestimmt ist, am Tag der Veröffentlichung der Endgültigen Bedingungen und dauert bis zum 20. Geschäftstag nach dieser Veröffentlichung.

an einem Geschäftstag bereits ein Zeichnungsvolumen von [●] erreicht, wird das Angebot der Schuldverschreibungen zu diesem betreffenden Zeitpunkt ohne vorherige Benachrichtigung beendet.]

**[Insert other offer period
Anderen Angebotszeitraum einfügen]**

[Continuous offer
Fortlaufendes Angebot]

[Not applicable
Nicht anwendbar]

[Minimum Trade Size
Mindesthandelsvolumen]

[[●] Securities, being the number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Borsa Italiana S.p.A.³¹⁸

[●] Schuldverschreibungen, d.h. die Anzahl an Schuldverschreibungen, die gemäß den Börsenregeln des von der Borsa Italiana S.p.A. gemanageten und organisierten Marktes gehandelt werden können]

[[●] Securities, being the number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Euronext Lisbon³¹⁹

[●] Schuldverschreibungen, d.h. die Anzahl an Schuldverschreibungen, die gemäß den Börsenregeln des von der Euronext Lissabon gemanageten und organisierten Marktes gehandelt werden können]

Cancellation of the issue of Securities

[The Issuer reserves the right for any reason to cancel the issuance of the Securities.] [In particular, the issuance of the Securities is conditional, amongst other matters, on the Issuer receiving valid subscriptions for Securities amounting to an aggregate subscription value of at least [●] on or prior to the end of the offer period.]

Stornierung der Emission der Schuldverschreibungen

[Die Emittentin behält sich das Recht vor, die Emission der Schuldverschreibungen, gleich aus welchem Grund, zu stornieren.] [Insbesondere hängt die Emission der Schuldverschreibungen u.a. davon ab, ob bei der Emittentin bis zum Ende des Angebotszeitraums gültige Zeichnungsanträge für die Schuldverschreibungen in einem Gesamtvolumen von mindestens [●] eingehen.]

[Not applicable
Nicht anwendbar]

[Insert alternativ provision

³¹⁸ Insert only in the case of admission to trading of the Securities on the Italian Stock Exchange.
Nur im Fall der Zulassung der Schuldverschreibungen zum Handel an der italienischen Wertpapierbörse einfügen.

³¹⁹ Insert only in the case of admission to trading of the Securities on the Euronext Lisbon regulated market.
Nur im Fall der Zulassung der Schuldverschreibungen zum Handel an der Euronext Lissabon einfügen.

Alternative Bestimmung einfügen]

Offer Price³²⁰

[The Issuer has offered the Securities to the Dealer[s] at the initial issue price of [●] less a total commission of [●].

Angebotspreis

Der Emittent hat den Platzeuren die Schuldverschreibungen zu einem anfänglichen Ausgabepreis von [●] abzüglich einer Provision von insgesamt [●] angeboten.]

[The [initial] offer price of the Securities [plus any order fees typically charged by banks] will be [●] [determined by [the Issuer] [and] [the Dealer[s]] [the relevant Financial Intermediary] [on or about [insert date]] [at the time of any offer] [in accordance with market conditions then prevailing, including [supply and demand for the Securities and other similar securities] [and] [the then current market price of [insert relevant benchmark security, if any]. [Thereafter, the offer prices shall be adjusted on an ongoing basis.]

[Der [anfängliche] Angebotspreis der Schuldverschreibungen [zuzüglich banküblicher Orderprovisionen] [beträgt [[●]]] [wird [von] [der Emittentin] [und] [dem Platzeur] [den Platzeuren] dem betreffenden Finanzintermediär] [am oder um den [Datum einfügen]] [zum Zeitpunkt des betreffenden Angebots] festgestellt] [in Übereinstimmung mit den zu diesem Zeitpunkt vorherrschenden Marktbedingungen ermittelt, unter Einbeziehung von [Angebot und Nachfrage der Schuldverschreibungen und anderer ähnlicher Wertpapiere] [und] [dem zu diesem Zeitpunkt geltenden Marktpreis der [Angabe des der betreffenden Benchmark]] [Danach werden die Angebotspreise fortlaufend angepasst.]

[The initial offer price will be determined after the expiry of the subscription period, i.e. on [●], and announced [on [●]] [within three Banking Days] by [publication in [the *Börsen-Zeitung*] [a supra-regional German official stock exchange journal (*Börsenpflichtblatt*)] [●]. The price range in the subscription period is determined at [●] up to [●].]

[In the event of early termination of the subscription period, the offer price will be determined on the last day of the shortened subscription period and announced [on [●]] [within [●] Banking Days] by [publication in [the *Börsen-Zeitung*] [a supra-regional German official stock exchange journal]]

³²⁰

If the offer price will be determined after the commencement of the offer, Article 10(1) of the Luxembourg Prospectus Law will apply.
Sofern der Angebotspreis erst nach Beginn des Angebots festgelegt wird, findet Artikel 10(1) des Luxemburger Prospektgesetzes Anwendung.

[●].

[Der anfängliche Angebotspreis wird nach Ablauf der Zeichnungsfrist, d.h. am [●], festgesetzt und [am [●]] [innerhalb von drei Geschäftstagen] durch [Veröffentlichung in [der Börsen-Zeitung] [einem überregionalen Börsenpflichtblatt]] [●] bekannt gemacht. Die Preisspanne in der Zeichnungsfrist ist auf [●] bis [●] festgelegt.] [Bei vorzeitiger Beendigung der Zeichnungsfrist wird der Angebotspreis am letzten Tag der verkürzten Zeichnungsfrist festgelegt und [am [●]] [innerhalb von [●] Geschäftstagen] durch [Veröffentlichung in [der Börsen-Zeitung] [einem überregionalen Börsenpflichtblatt]] [●] bekannt gemacht.]

**[Insert other offer price provisions
Andere Regelungen bezüglich des
Angebotspreises einfügen]**

Conditions to which the offer is subject [Offers of the Securities are conditional on their issue
Bedingungen, denen das Angebot unterliegt Angebote der Schuldverschreibungen setzen ihre vorherige Emission voraus]

The time period, including any possible amendments, during which the offer will be open and description of the application process³²¹ [●]
Der Zeitraum (einschließlich etwaiger Anpassungen), in dem das Angebot gilt und Beschreibung des Zeichnungsverfahrens [●]

Details of the minimum and/or maximum amount of application³²² [●]³²³
Einzelheiten zum Mindest- und/oder Höchstbetrag der Zeichnung [●]

Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants³²⁴ [●]
Beschreibung der Möglichkeit, die Zeichnungen zu reduzieren und der Art und Weise der Rückerstattung des zu viel gezahlten Betrags an die Zeichner [●]

Details of the method and time limits for paying up [Investors will be notified [by the relevant

³²¹ Not applicable unless full application process is being followed in relation to the issue.
Nicht anwendbar, es sei denn, das vollständige Zeichnungsverfahren wird im Zusammenhang mit der Emission durchgeführt.

³²² Not applicable unless full application process is being followed in relation to the issue.
Nicht anwendbar, es sei denn, das vollständige Zeichnungsverfahren wird im Zusammenhang mit der Emission durchgeführt.

³²³ Insert either the number of Securities or the aggregate amount to invest.
Entweder Anzahl der Schuldverschreibungen oder Gesamtanlagebetrag einfügen.

³²⁴ Not applicable unless full application process is applied in relation to the issue.
Nicht anwendbar, es sei denn, das vollständige Zeichnungsverfahren wird im Zusammenhang mit der Emission durchgeführt.

and delivering the Securities

financial intermediary] of their allocations of Securities and the settlement arrangements in respect thereof. The Securities will be issued on the Issue Date against payment to the Issuer of the net subscription price.

Einzelheiten zu der Methode und den Fristen für die Ratenzahlung und Lieferung der Schuldverschreibungen

Anleger werden über ihre Zuteilung der Schuldverschreibungen und das diesbezügliche Abwicklungsverfahren [durch den betreffenden Finanzintermediär] informiert. Die Schuldverschreibungen werden am Emissionstag gegen Zahlung des Nettozeichnungspreises an die Emittentin begeben.]

Manner and date in which results of the offer are to be made public³²⁵

【●】

Art und Weise und Termin, in der bzw. an dem Ergebnisse des Angebots zu veröffentlichen sind

【●】

Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised³²⁶

【●】

Verfahren bezüglich der Ausübung etwaiger Vorkaufsrechte, Marktfähigkeit der Zeichnungsrechte und Behandlung der nicht ausgeübten Zeichnungsrechte

【●】

Further Notifications

[Not applicable] [In addition to the jurisdictions whose competent authorities have received a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Luxembourg law implementing the Prospectus Directive (a “**Notification**”) upon its approval, the [name(s) of competent authorit(y)(ies) of relevant Member State(s)] [have] [has] also been provided with a Notification.]

[If the offer is being made simultaneously in the markets of two or more countries, and if a tranche has been or is being reserved for certain of these, indicate any such tranche.]

Weitere Notifizierungen

[Nicht Anwendbar] [Zusätzlich zu den Jurisdiktionen, deren zuständige Behörden bei Billigung dieses Prospekts eine Notifizierung (eine „**Notifizierung**“) erhalten haben, die bestätigt, dass dieser Basisprospekt im Einklang mit dem Luxemburger Gesetz, das die Prospektrichtlinie umsetzt, erstellt wurde, wurde auch [Name(n) der zuständigen Behörde(n) des/der betreffenden Mitgliedsstaat(s)(en) einfügen] eine Notifizierung übermittelt.

[Falls das Angebot gleichzeitig in den Märkten von zwei oder mehreren Staaten erfolgt, und falls eine

³²⁵ Not applicable unless the issue is an “up to” issue when disclosure must be included.
Nicht anwendbar, es sei denn, die Emission ist eine „bis zu“ Emission, bei der die Offenlegung angegeben werden muss.

³²⁶ Not applicable unless full application process is being followed in relation to the issue.
Nicht anwendbar, es sei denn, das vollständige Zeichnungsverfahren wird im Zusammenhang mit der Emission durchgeführt.

Tranche für einen bestimmten Markt reserviert wurde oder wird, ist diese Tranche anzugeben.]

Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made [●]

Verfahren zur Meldung des den Zeichnern zugeteilten Betrags und Angabe, ob der Handel vor einer solchen Meldung aufgenommen werden kann [●]

Amount of any expenses and taxes specifically charged to the subscriber or purchaser [●]

Betrag der Kosten und Steuern, die speziell dem Zeichner oder Käufer in Rechnung gestellt werden [●]

8. DISTRIBUTION³²⁷ VERTRIEB

Method of distribution [Non-syndicated
Vertriebsmethode Nicht syndiziert]

[Syndicated
Syndiziert]

**[Insert details
Einzelheiten einfügen]**

[The Securities will be offered by [the Dealer[s]
[and] [certain other Financial Intermediaries]
[and] [the Issuer] [●]³²⁸
*Die Schuldverschreibungen werden von [dem
Platzeur] [den Platzeuren] [und] [bestimmten
anderen Finanzintermediären] [und] [der Emittentin]
[[●]³²⁹] angeboten]*

**[Insert details
Einzelheiten einfügen]**

If non-syndicated, name [and address]³³⁰ of relevant Dealer: [●]

Wenn nicht-syndiziert, Name [und Adresse] des jeweiligen Dealer: [●]

Date of Subscription Agreement³³¹ [●]
Datum des Subscription Agreements [●]

³²⁷ The Issuer assumes that items 5.1.1, 5.1.3. – 5.1.8, 5.2, 5.4.1. of Annex V and items 5.1.1, 5.1.3 – 5.1.6, 5.2, 5.4.1 of Annex XII of the Commission Regulation are in general not applicable. However, in respect of each issue of Securities with a denomination of less than €100,000 (Annex V) and in case of Derivative Securities (Annex XII), the Issuer shall consider whether one of these items is applicable and, if so, specify the relevant details relating thereto.
Die Emittentin geht davon aus, dass die Unterpunkte 5.1.1, 5.1.3 – 5.1.8, 5.2, 5.4.1 von Anhang V und Unterpunkte 5.1.1, 5.1.3 – 5.1.6, 5.2, 5.4.1 von Anhang XII der Verordnung im Regelfall nicht anwendbar sind. Bei jeder Emission mit einer Stückelung von weniger als €100.000 (Anhang V) und im Fall von derivativen Wertpapieren (Anhang XII) hat die Emittentin jedoch zu prüfen, ob einer der genannten Unterpunkte anwendbar ist, und falls ja, die entsprechenden Einzelheiten einzufügen.

³²⁸ Insert name of the relevant Financial Intermediaries if known at the date of these Final Terms.

³²⁹ *Name der relevanten Finanzintermediäre einfügen, falls zum Datum dieser Endgültigen Bedingungen bekannt.*

³³⁰ Not required if the Securities are Wholesale Securities **and** not Derivative Securities.

*Nicht erforderlich, falls die Schuldverschreibungen Wholesale-Schuldverschreibungen **und** keine Derivativen Wertpapiere sind.*

³³¹ Not required for Wholesale Securities.

Nicht erforderlich bei Wholesale-Schuldverschreibungen.

Management details including form of commitment³³²
Einzelheiten bezüglich des Bankenkonsortiums einschließlich der Art der Übernahme

**[Insert Dealer/Management Group including addresses of Dealers
 Platzeur/Bankenkonsortium einschließlich Adressen der Platzeure einfügen]**

[Firm commitment
Feste Zusage]

[No firm commitment / best efforts arrangements
Keine feste Zusage / zu den bestmöglichen Bedingungen]

Management/Underwriting Commission/quotas (material features) ³³³ <i>Management- und Übernahmeprovision/Quoten (wesentliche Merkmale)</i>	[●]
Total Commission ³³⁴ <i>Gesamtprovision</i>	[●] [●]
Selling Commission/Concession ³³⁵ <i>Verkaufsprovision/Concession</i>	[●] [●]
Listing Commission/Fees ³³⁶ <i>Börsenzulassungsprovision/Gebühren</i>	[●] [●]
Distribution Fee ³³⁷ <i>Vertriebsgebühr</i>	[●] [●]
Other Fee ³³⁸ <i>Andere Gebühr</i>	[●] [●]

³³² Not required for Wholesale Securities.
Nicht erforderlich bei Wholesale-Schuldverschreibungen.

³³³ To be completed in consultation with the Issuer. Not required if Securities are Wholesale Securities that are not Derivative Securities or if no such commission applies.
In Abstimmung mit der Emittentin auszuführen. Nicht erforderlich, falls es sich bei den Schuldverschreibungen um Wholesale-Schuldverschreibungen handelt, die keine Derivativen Schuldverschreibungen sind, oder keine solche Provision anwendbar ist.

³³⁴ To be completed in consultation with the Issuer. Not required if Securities are Wholesale Securities that are not Derivative Securities or if no such commission applies.
In Abstimmung mit der Emittentin auszuführen. Nicht erforderlich, falls es sich bei den Schuldverschreibungen um Wholesale-Schuldverschreibungen handelt, die keine Derivativen Schuldverschreibungen sind, oder keine solche Provision anwendbar ist.

³³⁵ To be completed in consultation with the Issuer. Not required if Securities are Wholesale Securities that are not Derivative Securities or if no such commission/concession applies.
In Abstimmung mit der Emittentin auszuführen. Nicht erforderlich, falls es sich bei den Schuldverschreibungen um Wholesale-Schuldverschreibungen handelt, die keine Derivativen Schuldverschreibungen sind, oder keine solche Provision/Concession anwendbar ist.

³³⁶ To be completed in consultation with the Issuer. Not required if Securities are Wholesale Securities that are not Derivative Securities or if no such commission/fee applies.
In Abstimmung mit der Emittentin auszuführen. Nicht erforderlich, falls es sich bei den Schuldverschreibungen um Wholesale-Schuldverschreibungen handelt, die keine Derivativen Schuldverschreibungen sind, oder keine solche Provision/Gebühr anwendbar ist.

³³⁷ To be completed in consultation with the Issuer. Not required if Securities are Wholesale Securities that are not Derivative Securities or if no such fee applies.
In Abstimmung mit der Emittentin auszuführen. Nicht erforderlich, falls es sich bei den Schuldverschreibungen um Wholesale-Schuldverschreibungen handelt, die keine Derivativen Schuldverschreibungen sind, oder keine solche Gebühr anwendbar ist.

³³⁸ To be completed in consultation with the Issuer. Not required if Securities are Wholesale Securities that are not Derivative Securities or if no other fee applies.
In Abstimmung mit der Emittentin auszuführen. Nicht erforderlich, falls es sich bei den Schuldverschreibungen um Wholesale-Schuldverschreibungen handelt, die keine Derivativen Schuldverschreibungen sind, oder keine andere Gebühr anwendbar ist.

Stabilisation Manager
Kursstabilisierender Manager

[None
Keiner]
[Insert details
Einzelheiten einfügen]

Consent to use the Prospectus

[[The following] [Each] Dealer[s] and/or [each further] financial intermediary[y][ies] placing or subsequently reselling the Securities are entitled to use and rely upon the Prospectus during the period from [●] until [●], provided however, that the Prospectus is still valid in accordance with Article 9 of the Prospectus Directive[: **insert names and addresses of Dealers and/or financial intermediaries**]]. The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. The Issuer may at its sole discretion revoke any such authorisation.]

[The Prospectus may not be used for subsequent offers]

Zustimmung zur Nutzung des Prospekts

[Die folgenden] [Jeder] Platzeur[e] und/oder [jeder weitere] Finanzintermediär[e], [die] [der] die Schuldverschreibungen platziert oder nachfolgend weiter verkauft[en], ist berechtigt, den Prospekt im Zeitraum von [●] bis [●] zu nutzen und sich darauf zu berufen, vorausgesetzt jedoch, dass der Prospekt in Übereinstimmung mit Artikel 9 der Prospektrichtlinie noch gültig ist[: **Namen und Adressen der Platzeure bzw. Finanzintermediäre einfügen**]]. Der Prospekt darf potentiellen Investoren nur zusammen mit sämtlichen bis zur Übergabe veröffentlichten Nachträgen übergeben werden. Die Emittentin darf eine solche Einwilligung nach ihrem alleinigen Ermessen widerrufen.][Der Prospekt darf nicht für nachfolgende Angebote genutzt werden.]

Settlement Instructions
Abwicklungsanweisungen

Delivery [against] [free of] payment
[Zug-um-Zug Lieferung] [Lieferung frei von Zahlung]

9. SECURITIES IDENTIFICATION NUMBERS WERTPAPIERKENNNUMMERN

Common Code <i>Common Code</i>	[●] [●]
ISIN Code <i>ISIN Code</i>	[●] [●]
German Securities Identification Number (WKN) <i>Wertpapierkennnummer (WKN)</i>	[●] [●]
Swiss Security Number <i>Schweizer Valorenummer</i>	[●] [●]
Central Valores Mobiliários Code (CVM)	[●]

Central Valores Mobiliários Code (CVM)

[●]

Any other securities number
Sonstige Wertpapiernummer

[●]
[●]

10. EUROSISTEM ELIGIBILITY EUROSISTEM-FÄHIGKEIT

Intended to be held in a manner which would allow Eurosystem eligibility.

[Yes] [No]

[Note that the designation “yes” simply means that the Securities are intended upon issue to be deposited with (i) one of the ICSDs as common safekeeper or (ii) Clearstream Banking AG, Frankfurt, and does not necessarily mean that the Securities will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]³³⁹

[Whilst the designation is specified as “No” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Securities are capable of meeting them the Securities may then be deposited with (i) one of the ICSDs as common safekeeper or (ii) Clearstream Banking AG, Frankfurt. Note that this does not necessarily mean that the Securities will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]³⁴⁰

Es ist vorgesehen, dass die Schuldverschreibungen in Eurosystem-fähiger Weise gehalten werden.

[Ja] [Nein]

[Es wird darauf hingewiesen, dass „Ja“ hier lediglich bedeutet, dass die Wertpapiere nach ihrer Begebung bei (i) einem der ICSDs als gemeinsamen Verwahrer oder (ii) Clearstream Banking AG, Frankfurt verwahrt werden; es bedeutet dass die Schuldverschreibungen bei ihrer Begebung, zu irgendeinem anderen Zeitpunkt während ihrer Laufzeit oder während ihrer gesamten Laufzeit als zulässige Sicherheiten für die Zwecke der Geldpolitik oder für Innertageskredite des Eurosystems anerkannt werden. Eine solche Anerkennung ist abhängig davon, ob die Zulassungskriterien des Eurosystems erfüllt sind.]³⁴¹

[Auch wenn zum Datum dieser Endgültigen

³³⁹ Include this text if “yes” is selected in which case the Securities must be issued in NGN form or deposited with CBF.

³⁴⁰ Include this text if “No” is selected.

³⁴¹ Diesen Text einfügen, wenn „Ja“ gewählt wird; in diesem Fall müssen die Schuldverschreibungen in NGN-Format begeben oder von CBF verwahrt werden.

Bedingungen "nein" angegeben ist, können die Wertpapiere zu einem späteren Zeitpunkt bei (i) einem ICSD als gemeinsamem Verwahrer oder (ii) Clearstream Banking AG, Frankfurt verwahrt werden, wenn die Zulässigkeitskriterien des Eurosystems künftig so geändert werden, dass sie von den Wertpapieren erfüllt werden. Es wird darauf hingewiesen, dass dies nicht notwendigerweise bedeutet, dass die Wertpapiere zu irgendeinem Zeitpunkt während ihrer Laufzeit als zulässige Sicherheiten für die Zwecke der Geldpolitik oder für Innertageskredite des Eurosystems anerkannt werden. Eine solche Anerkennung ist abhängig davon, ob die Zulassungskriterien des Eurosystems nach Auffassung der EZB erfüllt sind.]³⁴²

THIRD PARTY INFORMATION

With respect to any information included in this Final Terms and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted, the omission of which would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy thereof.

Hinsichtlich der in diesen Endgültigen Bedingungen enthaltenen Informationen, die als Informationen von Seiten Dritter gekennzeichnet sind, gilt Folgendes: (i) die Emittentin bestätigt, dass diese Informationen zutreffend wiedergegeben worden sind und – soweit es der Emittentin bekannt ist und sie aus den von diesen Dritten zur Verfügung gestellten Informationen ableiten konnte – keine Fakten unterschlagen wurden, deren Fehlen die reproduzierten Informationen unzutreffend oder irreführend gestalten würden, und (ii) die Emittentin hat diese Informationen nicht selbständig überprüft und übernimmt keine Verantwortung für ihre Richtigkeit.

Deutsche Bank Aktiengesellschaft

[acting through [its [London] [Sydney] [Milan] [Hong Kong] [Singapore] [insert other branch] Branch] [Deutsche Bank Aktiengesellschaft, Sucursal em Portugal (its branch in Portugal)] [Deutsche Bank Aktiengesellschaft, Sucursal en España (its branch in Spain)]]
[handelnd durch [ihre Zweigniederlassung [London] [Sydney] [Hongkong] [Singapur] [Mailand] [andere Zweigniederlassung einfügen] [Deutsche Bank Aktiengesellschaft, Sucursal em Portugal (ihre Zweigniederlassung in Portugal)] [Deutsche Bank Aktiengesellschaft, Sucursal en España (ihre Zweigniederlassung in Spanien)]]]

[Name & Title of signatories]
[Name und Titel der Unterzeichnenden]

[Name & Title of signatories]
[Name und Titel der Unterzeichnenden]

³⁴² Diesen Text einfügen, wenn „Nein“ gewählt wird; in diesem Fall müssen die Schuldverschreibungen in NGN-Format begeben oder von CBF verwahrt werden.

FORM OF PRICING SUPPLEMENT MUSTER DES KONDITIONENBLATTS*

Set out below is the form of Pricing Supplement for issues of Exempt Securities under the Programme. The Pricing Supplement applicable to a specific issue of Exempt Securities will be substantially in the following form, completed and amended (if necessary) to reflect the particular terms of the relevant Exempt Securities and their issue. In the case of Exempt Securities that are to be admitted to trading on the Euro MTF market of the Luxembourg Stock Exchange, the applicable Pricing Supplement will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Nachfolgend aufgeführt ist ein Muster des Konditionenblatts für Befreite Schuldverschreibungen, die im Rahmen des Programms begeben werden. Das Konditionenblatt, das auf eine konkrete Emission von Befreiten Schuldverschreibungen anwendbar ist, wird im Wesentlichen dem nachfolgenden Muster folgen, das vervollständigt und, soweit erforderlich, geändert wird, um die spezifischen Bedingungen der betreffenden Befreiten Schuldverschreibungen und ihrer Emission wiederzugeben. Im Fall von Befreiten Schuldverschreibungen, die zum Handel am Euro MTF Markt der Luxemburger Börse zugelassen sind, ist das Konditionenblatt auf der Internetseite der der Luxemburger Börse (www.bourse.lu) zu veröffentlichen.

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC FOR THE ISSUE OF SECURITIES DESCRIBED BELOW.

GEMÄSS RICHTLINIE 2003/71/EG IST FÜR DIE NACHFOLGEND BESCHRIEBENEN SCHULDVERSCHREIBUNGEN KEIN PROSPEKT ERFORDERLICH.

[insert Date
Datum einfügen]

Pricing Supplement Konditionenblatt

[Insert title of relevant Series of Securities]

issued by Deutsche Bank Aktiengesellschaft [acting through [its] [London Branch] [Sydney Branch] [Milan Branch] [Hong Kong Branch] [Singapore Branch] [insert other branch] [Deutsche Bank Aktiengesellschaft, Sucursal em Portugal (its branch in Portugal) [Deutsche Bank Aktiengesellschaft, Sucursal en España (its branch in Spain)]]] (the “**Issuer**”) [and guaranteed by Deutsche Bank Aktiengesellschaft acting through its New York Branch (the “**Guarantor**”)]³⁴³
pursuant to the

[Bezeichnung der betreffenden Serie der Schuldverschreibungen einfügen]

emittiert von Deutsche Bank Aktiengesellschaft [handelnd durch [ihre] [Zweigniederlassung London] [Zweigniederlassung Sydney] [Zweigniederlassung Mailand] [Zweigniederlassung Hongkong] [Zweigniederlassung Singapur] [andere Zweigniederlassung einfügen] [Deutsche Bank Aktiengesellschaft, Sucursal em Portugal (ihre Zweigniederlassung in Portugal)] [Deutsche Bank Aktiengesellschaft, Sucursal en España (ihre Zweigniederlassung in Spanien)]]] (die „**Emittentin**“) [garantiert durch Deutsche Bank Aktiengesellschaft handelnd durch ihre Zweigniederlassung New York]¹
aufgrund des

Euro 80,000,000,000

Euro 80.000.000.000

* If the Conditions of the Securities are in the English language only, the Pricing Supplement shall only include the English language sections.

Falls die Bedingungen der Schuldverschreibungen nur englische Sprache vorsehen, enthält das Konditionenblatt nur die englischsprachigen Abschnitte.

³⁴³ Insert in the case Deutsche Bank Aktiengesellschaft is issuing Securities pursuant to Section 3(a) (2) of the US Securities Act. Deutsche Bank Aktiengesellschaft will issue such Securities only through its London branch.

Debt Issuance Programme

dated 26 June 2014
datiert 26. Juni 2014

of
der

Deutsche Bank Aktiengesellschaft

Issue Price [of Tranche]: [●] per cent.
Ausgabepreis [der Tranche]: [●] Prozent

Issue Date: [●]³⁴⁴
Tag der Begebung: [●]

Any person making or intending to make an offer of the Securities may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. This document constitutes the Pricing Supplement for the Securities described herein. This document must be read in conjunction with the Base Prospectus dated 26 June 2014 (including the documents incorporated into the Base Prospectus by reference) (the "**Prospectus**") pertaining to the Euro 80,000,000,000 Debt Issuance Programme of Deutsche Bank Aktiengesellschaft (the "**Programme**") [and the supplement(s) dated **[insert date of supplement(s)]** (including the documents incorporated into the supplement(s) by reference)]. The Prospectus (and any supplements to the Prospectus) are available for viewing in electronic form on the website of the Issuer (www.db.com/ir). Full information on Deutsche Bank Aktiengesellschaft and the offer of the Securities is only available on the basis of the combination of the Prospectus, any supplement and this Pricing Supplement.

*Personen, die die Schuldverschreibungen anbieten oder ein solches Angebot beabsichtigen, dürfen ein Angebot nur dann durchführen, wenn für die Emittentin oder einen Platzeur in Bezug auf ein solches Angebot keine Pflicht zur Veröffentlichung eines Prospekts gemäß Artikel 3 der Prospektrichtlinie oder eines Nachtrags zu einem Prospekt gemäß Artikel 16 der Prospektrichtlinie besteht. Dieses Dokument stellt das Konditionenblatt für die hierin beschriebenen Schuldverschreibungen dar. Dieses Dokument ist in Verbindung mit dem dem Basisprospekt vom 26. Juni 2014 (einschließlich der per Verweis in den Basisprospekt einbezogenen Dokumente) (der „**Prospekt**“) in Bezug auf das Euro 80.000.000.000 Debt Issuance Programme der Deutsche Bank Aktiengesellschaft (das „**Programm**“) [und dem(den) Nachtrag(Nachträgen) dazu vom **[Datum des bzw. der Nachträge einfügen]** (einschließlich aller Dokumente, die per Verweis in den jeweiligen Nachtrag einbezogen wurden)] zu lesen. Der Prospekt (sowie jeder Nachtrag dazu) kann in elektronischer Form auf der Internetseite der Emittentin (www.db.com/ir) eingesehen werden. Um sämtliche Angaben zu erhalten, sind das Konditionenblatt, der Prospekt und etwaige Nachträge im Zusammenhang zu lesen.*

[If a tranche of Securities ("**Relevant Securities**") are "**Qualifying Debt Securities**" for purposes of Singapore tax law, where interest, discount income, prepayment fee, redemption premium or break cost paid by the Issuer is derived by a person who is not tax resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for "Qualifying Debt Securities" shall not apply if the non-tax-resident person acquires Relevant Securities using funds from that person's operations through the Singapore permanent establishment. Any person whose income from any tranche of the Relevant Securities is not exempt from Singapore tax must declare such income in a return of income under the Income Tax Act, Chapter 134 of Singapore.]³⁴⁵

³⁴⁴ The Issue Date is the date of payment and settlement of the Securities. In the case of free delivery, the Issue Date is the delivery date.

Der Tag der Begebung ist der Tag, an dem die Schuldverschreibungen begeben und bezahlt werden. Bei freier Lieferung ist der Tag der Begebung der Tag der Lieferung.

³⁴⁵ Insert in the case of Securities issued through the Singapore Branch.
Im Fall von Schuldverschreibungen, die durch die Zweigniederlassung Singapur begeben werden, einfügen.

PART I: Terms and Conditions

Teil I: Emissionsbedingungen

[In the case the Options applicable to the relevant Tranche of Securities are to be determined by replicating the relevant provisions set forth in the Prospectus as Option I, Option II, Option III, Option IV, or Option V including certain further options, if any, contained therein, respectively, and completing [and (as applicable) amending] the relevant placeholders, insert:

The Conditions [and the [German][English] language translation thereof] are as set out below:

[In the case of Notes with fixed interest rates replicate here the relevant provisions of **Option I** including relevant further options contained therein, and complete relevant placeholders]

[In the case of Notes with floating interest rates replicate here the relevant provisions of **Option II** including relevant further options contained therein, and complete relevant placeholders]

[In the case of Pfandbriefe with fixed interest rates or nullkupon Pfandbriefe replicate here the relevant provisions of **Option III** including relevant further options contained therein, and complete relevant placeholders]

[In the case of Pfandbriefe with floating interest rates replicate here the relevant provisions of **Option IV** including relevant further options contained therein, and complete relevant placeholders]

[In the case of Structured Notes replicate here the relevant provisions of **Option V** and complete relevant placeholders]

Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen durch Wiederholung der betreffenden im Prospekt als Option I, Option II, Option III, Option IV, oder Option V aufgeführten Angaben (einschließlich der ggf. jeweils enthaltenen bestimmten weiteren Optionen) bestimmt und die betreffenden Leerstellen vervollständigt [und (gegebenenfalls modifizieren) werden, Folgendes einfügen:

Die Bedingungen [sowie die [deutschsprachige][englischsprachige] Übersetzung] entsprechen dem nachfolgend Aufgeführten:

*[Im Fall von Anleihen mit fester Verzinsung hier die betreffenden Angaben der **Option I** (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]*

*[Im Fall von Anleihen mit variabler Verzinsung hier die betreffenden Angaben der **Option II** (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]*

*[Im Fall von Pfandbriefen mit fester Verzinsung oder nullkupon Pfandbriefen hier die betreffenden Angaben der **Option III** (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]*

*[Im Fall von Pfandbriefen mit variabler Verzinsung hier die betreffenden Angaben der **Option IV** (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]*

*[Im Fall von Strukturierten Anleihen die betreffenden Angaben der **Option V** wiederholen und betreffende Leerstellen vervollständigen]]*

[In the case the Options applicable to the relevant Tranche of Securities are to be determined by referring to the relevant provisions set forth in the Prospectus as Option I, Option II, Option III, Option IV, or Option V including certain further options contained therein, respectively, insert:

This Part I. of the Pricing Supplement is to be read in conjunction with the set of Terms and Conditions that apply to [Zero Coupon Notes] [Zero Coupon Pfandbriefe] [[Notes] [Pfandbriefe]with [fixed] [floating] rate interest] [Structured Notes [with interest switch]] [Credit Linked Notes] set forth in the Prospectus as [Option I] [Option II] [Option III] [Option IV] [Option V] [as well as the [Registered Securities Annex] [and] [Credit Linked Notes Annex [A] [B]]]. Capitalised terms shall have the meanings specified in the Conditions.

All references in this Part I. of the Pricing Supplement to numbered Sections and Paragraphs are – unless stated otherwise – to sections and paragraphs of the Conditions.

The Terms and Conditions which are applicable to the Securities and the blanks therein shall be deemed to be completed and (as applicable) amended by the information contained in this Pricing Supplement as if such information were inserted therein. All provisions in the Terms and Conditions corresponding to items in this Pricing Supplement which are either not selected or completed (and amended as applicable) or which are deleted shall be deemed to be deleted from the Terms and Conditions applicable to the Securities (the "**Conditions**").

Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen, die durch Verweisung auf die betreffenden im Prospekt als Option I, Option II, Option III, Option IV, oder Option V aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt werden, Folgendes einfügen:

Dieser Teil I. des Konditionenblatts ist in Verbindung mit dem Satz der Emissionsbedingungen, der auf [Nullkupon-Anleihen] [Nullkupon-Pfandbriefe] [[Anleihen] [Pfandbriefe] mit [fester] [variabler] Verzinsung] [Strukturierte Anleihen [mit Zinswechse]] [Kreditbezogene Schuldverschreibungen] Anwendung findet und als [Option I][Option II][Option III][Option IV] [Option V] im Prospekt enthalten ist [sowie dem ebenfalls im Prospekt enthaltenenAnhang für [Namensschuldverschreibungen (Registered Securities)] [und] [Kreditbezogene Schuldverschreibungen [A] [B] (Credit Linked Notes Annex [A] [B]) zu lesen. Begriffe, die in den Emissionsbedingungen definiert sind, haben dieselbe Bedeutung, wenn sie in diesem des Konditionenblatt verwendet werden.

Bezugnahmen in diesem Teil I. des Konditionenblatts auf Paragraphen und Absätze beziehen sich – sofern nichts anderes angegeben ist - auf die Paragraphen und Absätze der Bedingungen.

*Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen der Anleihebedingungen gelten als durch die im Konditionenblatt enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären. Sämtliche Bestimmungen der Anleihebedingungen, die sich auf Variablen dieses Konditionenblatts beziehen und die weder angekreuzt noch ausgefüllt werden oder die gestrichen werden, gelten als in den auf die Schuldverschreibungen anwendbaren Anleihebedingungen (die "**Bedingungen**") gestrichen.]³⁴⁶*

[The purchase of Securities involves substantial risks and is suitable only for investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Securities. Before making an investment decision, prospective purchasers of Securities should ensure that they understand the nature of the Securities and the extent of their exposure to risks and that they consider carefully, in the light of their own financial circumstances, financial condition and investment objectives, all the

³⁴⁶

In the case the Options applicable to the relevant Tranche of Securities are to be determined by replicating the relevant provisions, the table with items 1. to 18. will be deleted.
Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen durch Wiederholung vervollständigt werden, wird die nachstehende Tabelle mit Ziffern 1. bis 18. gelöscht.

information set forth in the Prospectus (including the section “Risk Factors”) and this Pricing Supplement.

Der Kauf von Schuldverschreibungen ist mit erheblichen Risiken verbunden und ist nur für Anleger geeignet, die über das Wissen und die Erfahrung in finanziellen und geschäftlichen Angelegenheiten verfügen, die notwendig sind, um die Risiken und Chancen einer Anlage in die Schuldverschreibungen beurteilen zu können. Potenzielle Erwerber von Schuldverschreibungen sollten vor einer Anlageentscheidung sicherstellen, dass sie die Natur der Schuldverschreibungen und das Ausmaß ihrer Risikoanfälligkeit verstehen. Ferner sollten potenzielle Erwerber sorgfältig sämtliche im Prospekt (einschließlich des Abschnitts „Risikofaktoren“) und in diesem Konditionenblatt enthaltenen Informationen unter Beachtung ihrer eigenen finanziellen Umstände sowie ihrer finanziellen Lage und ihrer Anlageziele berücksichtigen.]³⁴⁷

[The Issuer is not obliged to gross up any payments in respect of the Securities and all amounts payable in respect of the Securities shall be made with such deduction or withholding of taxes, duties or governmental charges of any nature whatsoever imposed, levied or collected by the way of deduction or withholding, if such deduction or withholding is required by law.

Die Emittentin ist nicht verpflichtet, zusätzliche Beträge auf die Schuldverschreibungen zu zahlen und alle in Bezug auf die Schuldverschreibungen zahlbaren Beträge werden unter Abzug oder Einbehalt von Steuern, Abgaben oder staatlicher Gebühren gleich welcher Art gezahlt, falls der Abzug oder Einbehalt gesetzlich vorgeschrieben ist.]³⁴⁸

**[ADDITIONAL RISK FACTORS
ZUSÄTZLICHE RISIKOFAKTOREN**

Insert any additional issue specific risk factors relevant to this issue of Securities.

Etwaige zusätzliche emissionsspezifische Risikofaktoren einfügen, die für diese Emission von Schuldverschreibungen relevant sind.]

**1. FORM OF CONDITIONS
FORM DER BEDINGUNGEN**

**2. GOVERNING LAW
ANWENDBARES RECHT**

[German Law (“**German Securities**”)
Deutsches Recht (“**Deutsche
Schuldverschreibungen**”)]

[English Law
Englisches Recht]

**3. TYPE OF SECURITIES
SCHULDVERSCHREIBUNGSTYP**

Legal type
Rechtsform

[Bearer Securities
Inhaberschuldverschreibungen]

[Registered Securities

³⁴⁷

Insert if appropriate with regard to the Securities and the target investor base.

³⁴⁸

Insert in the case of Pfandbriefe (taxation gross up is generally not applicable to Pfandbriefe) or other Securities when no taxation gross up is specified as applicable in the applicable Pricing Supplement. *Einfügen im Fall von Pfandbriefen (Steuerausgleich findet auf Pfandbriefe grundsätzlich keine Anwendung) oder anderen Schuldverschreibungen, falls kein Steuerausgleich in dem jeweiligen Konditionenblatt vorgesehen ist.*

Namensschuldverschreibungen (registered securities)]³⁴⁹

Appellation [Notes
Bezeichnung Anleihen]

[Pfandbriefe
Pfandbriefe]

[Jumbo Pfandbriefe
Jumbo-Pfandbriefe]

Partly-paid Securities³⁵⁰ [Yes
Teileingezahlte Schuldverschreibungen Ja]
[No
Nein]

**4. CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS (§ 1)
WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN (§ 1)**

Specified Currency [●]
Festgelegte Währung [●]

Aggregate Principal Amount
Gesamtnennbetrag

(i) Series [Up to] [●]
(i) Serie [Bis zu] [●]

(ii) Tranche [[Up to] [●]
(ii) Tranche [Bis zu] [●]

(iii) Date on which the Securities will be consolidated and form a single Series: [Not applicable] [The Securities will be consolidated, form a single series and be interchangeable for trading purposes with the [specify earlier Tranche(s)] on [the Issue Date] [exchange of the Temporary Global Security for interests in the Permanent Global Security, as referred to in "Form of Bearer Securities" below, which is expected to occur on or about [●] [●]

(iii) Datum, zu dem die Wertpapiere zusammengefasst werden und eine einheitliche Serie bilden: [Nicht anwendbar] [Die Schuldverschreibungen werden [am Tag der Begebung] [mit dem Austausch der Vorläufigen Globalurkunde gegen Miteigentumsanteile an der Dauerglobalurkunde, wie nachstehend in Form

³⁴⁹ Applicable to English law governed Securities only. If this option applies, the Registered Securities Supplement is applicable.

Nur anwendbar auf Schuldverschreibungen, die englischem Recht unterliegen. Falls dieses Wahlrecht Anwendung findet, ist der Ergänzungsanhang für Namensschuldverschreibungen (Registered Securities Annex) anwendbar.

³⁵⁰ Partly-paid Securities should not be offered, sold, transferred, pledged or delivered in the United States or to, or for the benefit of, any U.S. person.

Ein Angebot oder ein Verkauf bzw. eine Übertragung, Verpfändung oder Lieferung von Teileingezahlten Schuldverschreibungen in den Vereinigten Staaten bzw. an oder zugunsten von US-Personen ist nicht zulässig.

der Inhaberschuldverschreibungen beschrieben, und zwar voraussichtlich am oder um den [●][●] zusammengefasst und bilden eine einheitliche Serie mit [frühere Tranche(n) angeben].]

Specified Denomination(s)³⁵¹ [●]
Festgelegte Stückelung(en) [●]

Calculation Amount³⁵² [●]
Berechnungsbetrag [●]

Form of Bearer Securities³⁵³ [Not applicable]
Form der Inhaberschuldverschreibungen Nicht Anwendbar

[TEFRA C [Permanent Global Security
TEFRA C] Dauerglobalurkunde]

[Neither TEFRA D nor TEFRA C [Swiss Global Security
Weder TEFRA D noch TEFRA C] Schweizer Globalurkunde]

[TEFRA D [Permanent Global Security exchangeable for:
TEFRA D]³⁵⁴ Dauerglobalurkunde austauschbar gegen:

[Definitive Securities
Einzelurkunden]

[with Coupons] [,][Receipts] [and] [talons]
[mit Zinsscheinen] [,] [Rückzahlungsscheinen]
[und] [Talons]

[Temporary Global Security exchangeable for:
Vorläufige Globalurkunde austauschbar gegen:

[Permanent Global Security
Dauerglobalurkunde]

[Permanent Global Security exchangeable for:

³⁵¹ In the case of English law governed Securities, where multiple denominations above a minimum denomination are being used language substantially to the following effect should be used: „[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Securities in definitive form will be issued with a denomination above [€199,000].“ For Registered Securities only include the first sentence omitting the words “up to and including [€199,000]”.

Im Fall Schuldverschreibungen, die englischem Recht unterliegen und bei denen mehrfache Stückelungen über €100.000 oder einem entsprechenden Betrag in einer anderen Währungen anwendbar sind, sollte der Wortlaut verwendet werden, der im Wesentlichen dem Folgendem entspricht: „[€100.000] und ganzzahlige darüber hinausgehende Vielfache von [€1.000] bis zu [€199.000] (einschließlich). Es werden keine effektiven Stücke für Schuldverschreibungen mit einer Stückelung von mehr als [€199.000] begeben.“ Im Fall von Namensschuldverschreibungen (registered securities) ist nur der erste Satz ohne die Wörter „bis zu [€199.000]“ aufzunehmen.

³⁵² Applicable to English law governed Securities only. (If only one specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)

Nur anwendbar auf Schuldverschreibungen, die englischem Recht unterliegen. (Falls es nur eine Festgelegte Stückelung gibt, ist diese Festgelegte Stückelung einzufügen. Falls es mehr als eine Festgelegte Stückelung gibt, ist der größte gemeinsame Faktor einzufügen. Folgendes ist zu beachten: Es muss einen gemeinsamen Faktor geben, wenn es zwei oder mehr Festgelegte Stückelungen gibt.)

³⁵³ Applicable in the case of Bearer Securities.

Anwendbar Im Fall von Inhaberschuldverschreibungen.

³⁵⁴ As a general rule, TEFRA D shall apply.
Grundsätzlich findet TEFRA D Anwendung.

Dauerglobalurkunde austauschbar gegen:

[Definitive Securities
Einzelurkunden]

[with Coupons] [,][Receipts] [and] [talons]
[mit Zinsscheinen] [,] [Rückzahlungsscheinen]
[und] [Talons]

[Definitive Securities
Einzelurkunden]

[with Coupons] [and] [Receipts]
[mit Zinsscheinen] [und]
[Rückzahlungsscheinen]

[Definitive Securities
Einzelurkunden]

[[Permanent Global Security] [Swiss Global
Security] in accordance with the TEFRA D
exception for offers targeting the Swiss market
[Dauerglobalurkunde] [Schweizer
Globalurkunde] gemäß der TEFRA D-
Ausnahme für an den schweizer Markt
gerichtete Angebote]³⁵⁵

[Securities shall not be physically delivered in
Belgium, except to a clearing system, a
depository or other institution for the purpose of
their immobilisation in accordance with article 4
of the Belgian Law of 14 December 2005

*Schuldverschreibungen werden nicht physisch
geliefert, außer an ein Clearing System, eine
Verwahrstelle oder eine andere Stelle für
Zwecke ihrer Immobilisierung gemäß Artikel 4
des belgischen Gesetzes vom 14. Dezember
2005]*³⁵⁶

[Exchangeable on request
Austauschbar auf Verlangen]³⁵⁷

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

[Exchange Event provisions
Bestimmungen über Austauschereignisse]³⁵⁸

[Applicable
Anwendbar]

³⁵⁵ Only applicable if the requirements of the TEFRA D exception (*inter alia* denomination in Swiss Francs) are satisfied.
*Nur anwendbar, wenn die Voraussetzungen der TEFRA D-Ausnahme (unter anderem Denominierung in Schweizer
Franken) erfüllt sind.*

³⁵⁶ Insert in the case of Securities that are to be offered in Belgium.
Im Fall von Schuldverschreibungen, die in in Belgien angeboten werden sollen, einfügen.

³⁵⁷ Insert in the case of Securities with Permanent Global Securities exchangeable for definitive Securities.
Im Fall von Schuldverschreibungen mit Dauerglobalurkunde, die gegen Einzelurkunden austauschbar sind, einfügen.

³⁵⁸ Insert in the case of Securities with Permanent Global Securities exchangeable for definitive Securities.
Im Fall von Schuldverschreibungen mit Dauerglobalurkunde, die gegen Einzelurkunden austauschbar sind, einfügen.

	[Not applicable <i>Nicht anwendbar</i>]
Global securities(s) to be in NGN form	[Not applicable <i>Nicht anwendbar</i>]
Globalurkunde(n) in NGN-Format	[Yes <i>Ja</i> [No <i>Nein</i>]
Form of Registered Securities <i>Form der Namensschuldverschreibungen</i> ³⁵⁹	[Not applicable <i>Nicht anwendbar</i> [<i>Rule 144A Global Security</i> <i>Rule 144A Globalurkunde</i> [Regulation S and Rule 144A Global Security <i>Regulation S und Rule 144A Globalurkunde</i> [Definitive Registered Securities <i>Einzelnamensurkunde</i>]
Clearing System <i>Clearing System</i>	[Clearstream Banking AG, Frankfurt (" CBF ") [Clearstream Banking société anonyme, Luxembourg (" CBL ") [Euroclear Bank S. A./N. V. Brussels (" Euroclear ")] [The Depository Trust Company (DTC)] [SIX SIS AG (" SIS ")] [Monte Titoli S.p.A. (" Monte Titoli ")] [Interbolsa - Sociedade Gestora de Sistemas de Liquidação de Sistemas Centralizados de Valores Mobiliários, S.A (" Interbolsa ")] [Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de

³⁵⁹ Applicable in the case of Registered Securities (i.e. if the Registered Securities Annex applies).
Anwendbar im Fall von Namensschuldverschreibungen einfügen (d.h. wenn der Ergänzungsanhang für Namensschuldverschreibungen (Registered Securities) anwendbar ist.

Valores, S.A.,
Unipersonal
("Iberclear")

[Specify other Clearing System
Anderes Clearing System angeben]

Alternative clearing provisions
Alternative Clearing Bestimmungen

[Not applicable
Nicht anwendbar]

[Insert Details
Einzelheiten einfügen]

5. STATUS (§ 2)³⁶⁰
STATUS (§ 2)

Status of Securities
Status der Schuldverschreibungen

[Unsubordinated
Nicht nachrangig]³⁶¹

[Subordinated
Nachrangig]

6. INTEREST (§ 3)
ZINSEN (§ 3)

A. Fixed Rate Securities³⁶²
Festverzinsliche Schuldverschreibungen

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

Interest Commencement Date
Verzinsungsbeginn

Rate(s) of Interest
Zinssatz(-sätze)

per cent. per annum
 Prozent per annum

[Insert the applicable interest rates
Anwendbare Zinssätze einfügen]

Interest Periods³⁶³

[The period from (and including) the Interest
Commencement Date to (but excluding) the
first

[Interest Payment Date and thereafter from
(and including) each Interest Payment Date to
(but excluding) the next following Interest
Payment Date]

³⁶⁰ Not to be completed in the case of Pfandbriefe.
Nicht ausfüllen im Fall von Pfandbriefen.

³⁶¹ Pfandbriefe are always unsubordinated.
Pfandbriefen sind immer nicht nachrangig.

³⁶² Applicable in the case of Fixed Rate Securities. If not applicable, delete the sub-paragraphs of this paragraph.
Anwendbar im Fall von Festverzinslichen Schuldverschreibungen. Falls nicht anwendbar, Unterabschnitte dieses Abschnitts löschen.

³⁶³ If Adjusted Interest Periods applies, insert the applicable business day convention.
Falls angepasste Zinsperioden anwendbar sind, die anwendbare Geschäftstagskonvention einfügen.

[Interest Period End Date and thereafter from
(and including) each Interest Period End Date
to
(but excluding) the next following Interest
Period End Date].

Zinsperioden

*Der Zeitraum vom Verzinsungsbeginn
(einschließlich)
bis zum ersten [Zinszahltag (ausschließlich)
und danach jeweils
von einem Zinszahltag (einschließlich) bis zum
nächstfolgenden Zinszahltag (ausschließlich)]
[Zinsperiodenendtag (ausschließlich) und
danach
jeweils von einem Zinsperiodenendtag
(einschließlich)
bis zum darauf folgenden Zinsperiodenendtag
(ausschließlich)]]*

[Adjusted Interest Periods
Angepasste Zinsperioden]

[Unadjusted Interest Periods
Nicht-angepasste Zinsperioden]

[Following Business Day Convention
Folgender Geschäftstag-Konvention]

[Modified Following Business Day Convention
Modifizierte Folgender Geschäftstag-
Konvention]

[Preceding Business Day Convention
Vorangegangener Geschäftstag-Konvention]

Interest Period End Date(s)
Zinsperiodenendtag(e)

[Not applicable][Insert Date(s)]
[Nicht anwendbar][Daten einfügen]

[Business Day

[London] [Frankfurt/Main] [Milan] [Lisbon]
[Madrid]

[insert additional business centre(s)]

Geschäftstag

[London] [Frankfurt am Main]
[Mailand] [Lissabon]
[Madrid]
[zusätzliche(s)
Geschäftszentren(-um) einfügen]]³⁶⁴

Interest Payment Date(s)
Zinszahltag(e)

[Insert dates
Daten einfügen]

[[●] Business Day following each Interest
Period End Date

[●] Geschäftstag nach dem jeweiligen
Zinsperiodenendtag]

³⁶⁴ Insert if the Specified Currency is not Euro.
Einfügen, wenn die Festgelegte Währung nicht Euro ist.

Interest Amount
Zinsbetrag

[Fixed Coupon Amount
Festzinsbetrag] [●]
[●]³⁶⁵

[Initial Broken Interest Amount
Anfänglicher Bruchteilzinsbetrag] [●]
[●]³⁶⁶

[Final Broken Interest Amount
Finaler Bruchteilzinsbetrag] [●]
[●]³⁶⁷

[Interest Payment Date for Initial Broken Interest
Amount
Zinszahltag für den Anfänglichen
Bruchteilzinsbetrag] [●]
[●]³⁶⁸

[Interest Payment Date for Final Broken Interest
Amount
Zinszahltag für den Finalen Bruchteilzinsbetrag] [●]
[●]³⁶⁹

[Calculation Basis
Berechnungsgrundlage] [Each Specified Denomination
Jede Festgelegte Stückelung]
[Outstanding principal amount of the Securities
Ausstehender Nennbetrag der
Schuldverschreibungen]
[Each Calculation Amount
Jeder Berechnungsbetrag]]³⁷⁰

[Day Count Fraction] [Actual/Actual (ICMA Rule 251)] [Actual/365
(Fixed)] [Actual/365 (Sterling)] [Actual/360]
[30/360 or 360/360 or Bond Basis] [30E/360 or
Eurobond Basis] [Actual/Actual or Actual/Actual
(ISDA)] [30E/360 (ISDA)]
Zinstagequotient [Actual/Actual (ICMA Regelung 251)]
[Actual/365 (Fixed)] [Actual/365 (Sterling)]
[Actual/360] [30/360 or 360/360 oder Bond
Basis] [30E/360 oder Eurobond Basis]
[Actual/Actual oder Actual/Actual (ISDA)]
[30E/360 (ISDA)]

[Determination Period Dates] [●]

³⁶⁵ Insert if Interest Periods are unadjusted. In the case of English law governed Securities, express per Calculation Amount.

Einfügen, wenn die Zinsperioden nicht angepasst sind. Im Fall von Schuldverschreibungen, die englischem Recht unterliegen, wird der Zinsbetrag pro Berechnungsbetrag angegeben.

³⁶⁶ Insert if Interest Periods are unadjusted and if there is an Initial Broken Interest Amount. Only required in case of a short / long coupon.

Einfügen, wenn die Zinsperioden nicht angepasst sind und es einen Anfänglichen Bruchteilzinsbetrag gibt. Nur im Fall eines kurzen / langen Kupons erforderlich.

³⁶⁷ Insert if Interest Periods are unadjusted and if there is a Final Broken Interest Amount.

Einfügen, wenn die Zinsperioden nicht angepasst sind und es einen Finalen Bruchteilzinsbetrag gibt.

³⁶⁸ Insert if Interest Periods are unadjusted and if there is an Initial Broken Interest Amount.

Einfügen, wenn die Zinsperioden nicht angepasst sind und es einen Anfänglichen Bruchteilzinsbetrag gibt.

³⁶⁹ Insert if Interest Periods are unadjusted and if there is an Initial Broken Interest Amount. Only required in case of a short / long coupon.

Einfügen, wenn die Zinsperioden nicht angepasst sind und es einen Anfänglichen Bruchteilzinsbetrag gibt. Nur im Fall eines kurzen / langen Kupons erforderlich.

³⁷⁰ Insert if Interest Periods are adjusted.

Einfügen, wenn die Zinsperioden angepasst sind.

Feststellungsperiodentage

³⁷¹

B. Floating Rate or other variable interest rate Securities³⁷²
Variabel verzinsliche Schuldverschreibungen

Interest Commencement Date
Verzinsungsbeginn

TARN provisions³⁷³ [Applicable
TARN-Bestimmungen Anwendbar]

[Not applicable
Nicht anwendbar]

[Interest Payment Dates [Insert dates
Zinszahltag Daten einfügen]

Business Day following each Interest Period
End Date
 Geschäftstag nach dem jeweiligen
Zinsperiodenendtag]

Interest Amount [An amount calculated by the [Calculation]
[Fiscal] Agent equal [to the product of (a) [the
Specified Denomination] [the aggregate
outstanding principal amount of the Securities
represented by the Global Security] [the
Calculation Amount] , (b) the Rate of Interest
and (c) the Day Count Fraction
Ein Betrag, berechnet von [der
Berechnungsstelle], [dem Fiscal Agent], der
dem Produkt aus (a) [Festgelegter Stückelung]
[dem Gesamtnennbetrag der ausstehenden
Schuldverschreibungen, die durch die
Globalurkunde verbrieft sind] [dem
Berechnungsbetrag] , (b) Zinssatz und (c)
Zinstagequotient entspricht]

[Specify other amount
Anderen Betrag einfügen]

³⁷¹ Insert if the day count fraction is Actual/Actual (ICMA Rule 251).

Einfügen, im Fall des Zinstagequotients Actual/Actual (ICMA Regelung 251).

³⁷² Applicable in the case of Floating Rate or other variable interest rate Securities. Not applicable in the case of Jumbo Pfandbriefe. If not applicable, delete the sub-paragraphs of this paragraph.
Anwendbar im Fall von variabel verzinslichen Schuldverschreibungen. Nicht anwendbar im Fall von Jumbo-Pfandbriefen. Falls nicht anwendbar, die Unterabschnitte dieses Abschnitts löschen.

³⁷³ Not applicable in the case of Pfandbriefe.
Nicht anwendbar im Fall von Pfandbriefen.

B.1 Basic Floating Rate Securities³⁷⁴
Einfache Variabel Verzinsliche Schuldverschreibungen

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

Rate of Interest
Zinssatz

Reference Rate
Referenzsatz

B.2. Securities with a formula for calculating interest³⁷⁵
Schuldverschreibungen mit einer Formel zur Berechnung der Verzinsung

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

Rate of Interest
Zinssatz

[Insert formula
Formel einfügen]

[Calculated by the Calculation Agent
Berechnet durch die Berechnungsstelle]

B.3 Range Accrual Securities³⁷⁶
Range Accrual Schuldverschreibungen

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

[Initial fixed interest period(s)
Anfängliche Festzinsperiode(n)]

[Yes
Ja]

[No
Nein]

³⁷⁴ Insert in the case of basic Floating Rate Securities. If not applicable, delete the sub-paragraphs of this paragraph.
Im Fall einfacher variabel verzinslicher Schuldverschreibungen oder anderen Schuldverschreibungen mit variabler Verzinsung einfügen. Falls nicht anwendbar, die Unterabschnitte dieses Abschnitts löschen.

³⁷⁵ Insert in the case of Securities with a formula for calculating the rate of interest. If not applicable, delete the sub-paragraphs of this paragraph.
Im Fall von Schuldverschreibungen, bei denen der Zinssatz gemäß einer Formel berechnet wird, einfügen. Falls nicht anwendbar, Unterabschnitte dieses Abschnitts löschen.

³⁷⁶ Insert in the case of Range Accrual Securities. If not applicable, delete the sub-paragraphs of this paragraph.
Im Fall von Range Accrual Schuldverschreibungen einfügen. Falls nicht anwendbar, die Unterabschnitte dieses Abschnitts löschen.

[[one] [two] [three] [four] initial fixed interest periods]
[[eins] [zwei] [drei] [vier] anfängliche Festzinsperioden]

Fixed interest rate
Festzinssatz [●] per cent. per annum
[●] Prozent per annum³⁷⁷

Alternative rounding provision
Alternative Rundungsregel [Insert details
Einzelheiten einfügen]

[Not applicable
Nicht anwendbar]

**B.4 Securities with Interest Switch
*Schuldverschreibungen mit Zinswechsel***

Interest Rate Change Date
Zinswechseldatum [Insert Date
Datum einfügen]

Rate of Interest I [●] per cent. per annum [Reference Rate]
[Reference Rate I] [insert equity or index linked interest provisions as set out under B.4 below]
[insert inflation linked interest provisions as set out under B.5 below]

Zinssatz I [●] Prozent per annum [Referenzsatz]
[Referenzsatz I] [Bestimmungen bezüglich aktien- oder indexbezogener Verzinsung gemäß B.4 einfügen] [Bestimmungen bezüglich inflationsbezogener Verzinsung gemäß B.5 einfügen]

Rate of Interest II [●] per cent. per annum [Reference Rate]
[Reference Rate II] [insert equity or index linked interest provisions as set out under B.4 below]
[insert inflation linked interest provisions as set out under B.5 below]

Zinssatz II [●] Prozent per annum [Referenzsatz]
[Referenzsatz II] [Bestimmungen bezüglich aktien- oder indexbezogener Verzinsung gemäß B.4 einfügen] [Bestimmungen bezüglich inflationsbezogener Verzinsung gemäß B.5 einfügen]

Rate of Interest I Period The period from (and including) the Interest Commencement Date to (but excluding) the first [Interest Payment Date] [Interest Period End Date] and thereafter from (and including) each [Interest Payment Date] [Interest Period End Date] to (but

³⁷⁷ Insert in the case of Range Accrual Securities.
Im Fall von Range Accrual Schuldverschreibungen einfügen.

Zinssatz I Periode

excluding) the next following [Interest Payment Date] [Interest Period End Date]

Der Zeitraum vom Verzinsungsbeginn (einschließlich) bis zum ersten [Zinszahltag] [Zinsperiodenendtag] (ausschließlich) und danach jeweils von einem [Zinszahltag] [Zinsperiodenendtag] (einschließlich) bis zum nächstfolgenden [Zinszahltag] [Zinsperiodenendtag] (ausschließlich)

[Adjusted Rate of Interest I Periods
Angepasste Zinssatz I Perioden]

[Unadjusted Rate of Interest I Periods
Nicht-angepasste Zinssatz I Perioden]

[Following Business Day Convention
Folgender Geschäftstag-Konvention]

[Modified Following Business Day Convention

*Modifizierte Folgender
Geschäftstag-Konvention*]

[Preceding Business Day Convention
Vorangegangener Geschäftstag-Konvention]

Rate of Interest II Period

The period from (and including) the Interest Rate Change Date to (but excluding) the first following [Interest Payment Date] [Interest Period End Date] and thereafter from (and including) each [Interest Payment Date] [Interest Period End Date] to (but excluding) the next following [Interest Payment Date] [Interest Period End Date]

Zinssatz II Periode

Der Zeitraum vom Zinswechseldatum (einschließlich) bis zum ersten [Zinszahltag] [Zinsperiodenendtag] (ausschließlich) und danach jeweils von einem [Zinszahltag] [Zinsperiodenendtag] (einschließlich) bis zum nächstfolgenden [Zinszahltag] [Zinsperiodenendtag] (ausschließlich)

[Adjusted Rate of Interest II
Periods
Angepasste Zinssatz II Perioden]

[Unadjusted Rate of Interest II Periods
Nicht-angepasste Zinssatz II Perioden]

[Following Business Day Convention
Folgender Geschäftstag-Konvention]

[Modified Following Business Day Convention
Modifizierte Folgender Geschäftstag-Konvention]

[Preceding Business Day Convention
Vorangegangener Geschäftstag-Konvention]

Interest Period End Date(s)
Zinsperiodenendtag(e) [Not applicable][Insert Date(s)]
[Nicht anwendbar][Daten einfügen]

Interest Amount relating to Rate of Interest I
Periods An amount calculated by the [Calculation] [Fiscal]
[insert other person] Agent equal to the product of
(a) [the Specified Denomination] [the aggregate
outstanding principal amount of the Securities
represented by the Global Security] [the Calculation
Amount] [●], (b) the Rate of Interest I and (c) the
Day Count Fraction I

Zinsbetrag bezüglich der Zinssatz I Periode
Ein Betrag, berechnet von [der Berechnungsstelle],
[dem Fiscal Agent] [andere Person einfügen], der
dem Produkt aus (a) [Festgelegter Stückelung]
[dem Gesamtnennbetrag der ausstehenden
Schuldverschreibungen, die durch die
Globalurkunde verbrieft sind] [dem
Berechnungsbetrag] [●], (b) dem Zinssatz I und (c)
dem Zinstagequotient I entspricht

Day Count Fraction I [Actual/Actual (ICMA Rule 251)] [Actual/365
(Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360
or 360/360 or Bond Basis] [30E/360 or Eurobond
Basis] [Actual/Actual or Actual/Actual (ISDA)]
[30E/360 (ISDA)]

Zinstagequotient I [Actual/Actual (ICMA Regelung 251)] [Actual/365
(Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360
or 360/360 oder Bond Basis] [30E/360 oder
Eurobond Basis] [Actual/Actual oder Actual/Actual
(ISDA)] [30E/360 (ISDA)]

[Determination Period Dates
Feststellungsperiodentage [●]
[●]]³⁷⁸

Interest Amount relating to Rate of Interest II
Periods An amount calculated by the [Calculation] [Fiscal]
[insert other person] Agent equal to the product of
(a) [the Specified Denomination] [the aggregate
outstanding principal amount of the Securities
represented by the Global Security] [the Calculation
Amount] [●], (b) the Rate of Interest II and (c) the
Day Count Fraction II

Zinsbetrag bezüglich der Zinssatz II Periode
Ein Betrag, berechnet von [der Berechnungsstelle],
[dem Fiscal Agent] [andere Person einfügen], der
dem Produkt aus (a) [Festgelegter Stückelung]
[dem Gesamtnennbetrag der ausstehenden
Schuldverschreibungen, die durch die
Globalurkunde verbrieft sind] [dem
Berechnungsbetrag] [●], (b) dem Zinssatz II und (c)
dem Zinstagequotient II entspricht

³⁷⁸ Insert if the day count fraction is Actual/Actual (ICMA Rule 251).
Einfügen, im Fall des Zinstagequotients Actual/Actual (ICMA Regelung 251).

Day Count Fraction II [Day Count Fraction I] [Actual/Actual (ICMA Rule 251)] [Actual/Actual (ICMA Rule 251) (short form version annual interest payments)] [Actual/Actual (ICMA Rule 251) (short form version multiple interest payments)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360 or 360/360 or Bond Basis] [30E/360 or Eurobond Basis] [Actual/Actual or Actual/Actual (ISDA)] [30E/360 (ISDA)]

Zinstagequotient II [Zinstagequotient I] [Actual/Actual (ICMA Regelung 251)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360 or 360/360 oder Bond Basis] [30E/360 oder Eurobond Basis] [Actual/Actual oder Actual/Actual (ISDA)] [30E/360 (ISDA)]

[Determination Period Dates [●]
Feststellungsperiodentage [●]]³⁷⁹

B.5 Equity or Index Linked Interest Securities³⁸⁰
Schuldverschreibungen mit aktien- oder indexbezogener Verzinsung

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

[Fixed rate interest periods [Specify fixed rate interest periods
Festzinsperioden angeben]
Festzinsperioden

[Not applicable
Nicht anwendbar]

[Fixed interest rate(s) [[●] per cent. per annum
[●] Prozent per annum]]³⁸¹
Festzinssatz(-sätze)

Performance [Rate of Interest to be determined
by reference to the Initial Price
Feststellung des Zinssatzes durch Bezugnahme
auf den Anfangskurs]
Wertentwicklung

[Rate of Interest to be determined by reference
to the
Determination Price of the preceding Interest
Period
Feststellung des Zinssatzes durch Bezugnahme
auf den
Feststellungskurs der vorangegangenen
Zinsperiode]

[Performance never be less than zero]

³⁷⁹ Insert if the day count fraction is Actual/Actual (ICMA Rule 251).
Einfügen, im Fall des Zinstagequotients Actual/Actual (ICMA Regelung 251).

³⁸⁰ Insert in the case of Equity or Index Linked Interest Securities. If not applicable, delete the sub-paragraphs of this paragraph.
Im Fall von Schuldverschreibungen mit aktien- oder indexbezogener Verzinsung einfügen. Falls nicht anwendbar, die Unterabschnitte dieses Abschnitts löschen.

³⁸¹ Insert if fixed rate interest periods is applicable.
Einfügen, falls Festzinsperioden anwendbar sind.

Wertentwicklung niemals weniger als null]

Participation Rate per cent.
Partizipationsrate Prozent]]³⁸²

Alternative rounding provision
Alternative Rundungsregel Einzelheiten einfügen]

Not applicable
Nicht anwendbar

Formula
Formel

B.6 Inflation Linked Interest Securities³⁸³
Schuldverschreibungen mit inflationsbezogener Verzinsung

Applicable
Anwendbar

Not applicable
Nicht anwendbar

Inflation Index
Inflationsindex

Inflation Index Sponsor
Inflationsindex-Sponsor

Determination Date
Feststellungstag

Cut-off Date
Stichtag

Related Bond
Bezugsanleihe

Not applicable
Nicht anwendbar

The Related Bond is:
Die Bezugsanleihe ist

The End Date is:
Der Endtag ist:

The Fallback Bond is
Die Ausweicheanleihe ist

Participation per cent.

³⁸² Insert in the case of Equity or Index Linked Interest Securities.

Im Fall von Schuldverschreibungen mit aktien- oder indexbezogener Verzinsung einfügen.

³⁸³ Insert in the case of Inflation Index Linked Interest Securities. If not applicable, delete the sub-paragraphs of this paragraph.

Im Fall von Schuldverschreibungen mit inflationsindexbezogener Verzinsung einfügen. Falls nicht anwendbar, die Unterabschnitte dieses Abschnitts löschen.

Partizipation ● Prozent]

Margin [[plus]
[minus]
[+][-][●] per cent. per annum]
[Not applicable]

[Insert further details
Weitere Details einfügen]

B.7 Commodity Linked Interest Securities³⁸⁴ [Applicable
Schuldverschreibungen mit
rohstoffbezogener Verzinsung Anwendbar]

[Not applicable
Nicht anwendbar]

[Insert details
Einzelheiten einfügen]

B.8 Fund Linked Interest Securities³⁸⁵ [Applicable
Schuldverschreibungen mit
fondsbezogener Verzinsung Anwendbar]

[Not applicable
Nicht anwendbar]

[Insert details
Einzelheiten einfügen]

B.9 Currency Linked Interest Securities³⁸⁶ [Applicable
Schuldverschreibungen mit
währungsbezogener Verzinsung Anwendbar]

[Not applicable
Nicht anwendbar]

[Insert details
Einzelheiten einfügen]

³⁸⁴ Insert in the case of Commodity Linked Interest Securities. If not applicable, delete the sub-paragraphs of this paragraph.

Im Fall von Schuldverschreibungen mit rohstoffbezogener Verzinsung einfügen. Falls nicht anwendbar, die Unterabschnitte dieses Abschnitts löschen.

³⁸⁵ Insert in the case of Fund Linked Interest Securities. If not applicable, delete the sub-paragraphs of this paragraph.

Im Fall von Schuldverschreibungen mit fondsbezogener Verzinsung einfügen. Falls nicht anwendbar, die Unterabschnitte dieses Abschnitts löschen.

³⁸⁶ Insert in the case of Currency Linked Interest Securities. If not applicable, delete the sub-paragraphs of this paragraph.

Im Fall von Schuldverschreibungen mit währungsbezogener Verzinsung einfügen. Falls nicht anwendbar, die Unterabschnitte dieses Abschnitts löschen.

B.10 [●] Securities³⁸⁷
[●] Schuldverschreibungen

Applicable

Anwendbar]

[Insert details
Einzelheiten einfügen]

Minimum and Maximum Rate of Interest³⁸⁸
Mindest- und Höchstzinssatz

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

Minimum Rate of Interest

[[●] per cent. per annum

Mindestzinssatz

[●] Prozent per annum

[Not applicable
Nicht anwendbar]

Maximum Rate of Interest
Höchstzinssatz

[●] per cent. per annum
[●] *Prozent per annum*

[Insert formula
Formel einfügen]

[Not applicable
Nicht anwendbar]

Calculations and Determinations
Berechnungen und Feststellungen

Calculations and determinations shall be made by
Berechnungen und Feststellungen werden
vorgenommen von

[Calculation Agent
Berechnungsstelle]

[Fiscal Agent
Fiscal Agent]

[Specify other person
Andere Person angeben]

³⁸⁷ Insert in the case of other interest rate products. Delete, if not applicable.
Im Fall anderer Zinssatz-Produkte einfügen. Löschen, falls nicht anwendbar.

³⁸⁸ Insert in the case of Securities with Minimum and/or Maximum Rate of Interest. If not applicable, delete the sub-paragraphs of this paragraph.
Im Fall von Schuldverschreibungen mit Mindest- oder Höchstverzinsung einfügen. Falls nicht anwendbar, die Unterabschnitte dieses Abschnitts löschen.

Notification of Rate of Interest and Interest Amount

Mitteilung des Zinssatzes und Zinsbetrag

Latest notification date

Spätester Tag, an dem die Mitteilung erfolgt

[[Fourth Business Day][●]

[Vierter Geschäftstag] [●]

General Definitions applicable to Floating Rate and other variable Securities

Allgemeine Definitionen, die auf Variabel Verzinsliche Schuldverschreibungen und andere variablen Schuldverschreibungen anwendbar sind.

[Business Day

[London] [Frankfurt/Main] [Milan] [Lisbon]
[Madrid] [insert additional business centre(s)]

Geschäftstag

[London] [Frankfurt am Main] [Mailand]
[Lissabon] [Madrid] [Zusätzliche(s)]
*Geschäftszentren(-um einfügen)]*³⁸⁹

Day Count Fraction I

[Actual/Actual (ICMA Rule 251)] [Actual/365
(Fixed)] [Actual/365 (Sterling)] [Actual/360]
[30/360 or 360/360 or Bond Basis] [30E/360 or
Eurobond Basis] [Actual/Actual or Actual/Actual
(ISDA)] [30E/360 (ISDA)]

Zinstagequotient I

[Actual/Actual (ICMA Regelung 251)]
[Actual/365 (Fixed)] [Actual/365 (Sterling)]
[Actual/360] [30/360 or 360/360 oder Bond
Basis] [30E/360 oder Eurobond Basis]
[Actual/Actual oder Actual/Actual (ISDA)]
[30E/360 (ISDA)]

[Determination Period Dates

Feststellungsperiodentage

[●]
[●]³⁹⁰

Determination Dates

Feststellungstage

[Business Days
Geschäftstage]

[Calendar days
Kalendertage]

Interest Determination Day

[●] [Second] [TARGET2] [London] [Milan]
[Lisbon] [Madrid] [insert other location] Business
Day [prior to the commencement of]
[following] the relevant Interest Period

Zinsfeststellungstag

[●] [Zweiter] [TARGET2] [Londoner]
[Mailänder] [Lissaboner] [Madrider] [anderen
Ort einfügen] Geschäftstag [vor Beginn] [nach]
der jeweiligen Zinsperiode

Interest Period End Date

Zinsperiodenendtag

[●]
[●]

³⁸⁹ Insert unless the Specified Currency is Euro and no additional financial centres are required.
Einfügen, außer wenn die Festgelegte Währung Euro und kein zusätzliches Finanzcenter erforderlich ist.

³⁹⁰ Insert if the day count fraction is Actual/Actual (ICMA Rule 251).
Einfügen, im Fall des Zinstagequotients Actual/Actual (ICMA Regelung 251).

Interest Periods
Zinsperioden

[Adjusted Interest Periods
Angepasste Zinsperioden]

[Unadjusted Interest Periods
Nicht-angepasste Zinsperioden]

[[Following Business Day Convention
Folgender Geschäftstag-Konvention]

[Modified Following Business Day Convention
Modifizierte Folgender Geschäftstag-Konvention]

[Preceding Business Day Convention
Vorangegangener Geschäftstag-Konvention]³⁹¹

[Interest Range
Zinskorridor

[●]
[●]³⁹²

[Interest Range Dates
Zinskorridortage

[Calendar days
Kalendertage]

[Business Days
Geschäftstage]³⁹³

Screen Rate Determination
Bildschirmfeststellung

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

[Reference Rate
Referenzsatz

Inverse Margin³⁹⁴
Gegenläufige Marge

[[+] [-] [●] per cent. per annum
[+] [-] [●] *Prozent per annum*]

[minus
minus]

[Not applicable
Nicht anwendbar]

Participation³⁹⁵
Partizipation

[[+] [-] [●] per cent.
[+] [-] [●] *Prozent*

multiplied by
multipliziert mit

³⁹¹ If Adjusted Interest Periods applies, insert the applicable business convention.

Falls angepasste Zinsperioden anwendbar sind, die anwendbare Geschäftstagkonvention einfügen.

³⁹² Insert in the case of Range Accrual Securities.

Im Fall von Range Accrual Schuldverschreibungen einfügen.

³⁹³ Insert in the case of Range Accrual Securities.

Im Fall von Range Accrual Schuldverschreibungen einfügen.

³⁹⁴ This will apply to Inverse Floater Securities.

³⁹⁵ This will apply to Participation Securities.

Im Fall von Partizipationsschuldverschreibungen.

[Not applicable]
Nicht anwendbar

Floating Rate/

[[([EURIBOR (Designated Maturity: [●], time:
11:00 a.m. Brussels time)

CMS Rate

*EURIBOR (Vorgesehene
Fälligkeit: [●]: Uhrzeit:
11:00 Uhr Brüsseler
Ortszeit[●])*

[[([LIBOR (Designated Maturity: [●], time:11:00
a.m. London time) [, interbank market: [London]
[●], 11:00 a.m. [London] [●] time]

*LIBOR (Vorgesehene Fälligkeit:
[●]: Uhrzeit: 11:00 Uhr
Londoner Ortszeit)
[Interbankenmarkt:
[London] [●], 11 Uhr
[Londoner] [●]
Ortszeit[●])*

[[([CMS (currency: [●], maturity: [●], short-term
floating index: [●],
time: [11:00 a.m.] [●] [New York City] [●] time,
mid-market semi-annual swap rate quotations:
[11:00 a.m.] [●] [New York City] [●] time; semi-
annual fixed leg: [30/360] [●] day count basis,
currency: [●], maturity: [●]; floating leg:
[Actual/360] [●] day count basis, currency: [●],
period of months: [●], Reuters [●] as of [11:00
a.m.] [●] [London] [New York City] [●] time)
*CMS (Währung: [●], Laufzeit: [●], kurzfristiger
variabler Index: [●],
Zeit: [11:00 Uhr] [●] [New York City] [●]
Ortszeit[●])*

[CMS (currency: [●], maturity: [●], short-term
floating index: [●],
time: [11:00 a.m.] [●] [New York City] [●] time,
mid-market semi-annual swap rate quotations:
[11:00 a.m.] [●] [New York City] [●] time; semi-
annual fixed leg: [30/360] [●] day count basis,
currency: [●], maturity: [●]; floating leg:
[Actual/360] [●] day count basis, currency: [●],
period of months: [●], Reuters [●] as of [11:00
a.m.] [●] [London] [New York City] [●] time)
*CMS (Währung: [●], Laufzeit: [●], kurzfristiger
variabler Index: [●],
Zeit: [11:00 Uhr] [●] [New York City] [●]
Ortszeit)*

[minus
minus

[plus

plus]

[EURIBOR (11:00 a.m. Brussels time)
EURIBOR (11:00 Uhr Brüsseler Ortszeit)] []]

[LIBOR (11:00 a.m. London time) [, interbank
market: [London] [●], 11:00 a.m. [London] [●]
time]
LIBOR (11:00 Uhr Londoner Ortszeit)
[Interbankenmarkt: [London] [●], 11 Uhr
[Londoner] [●] Ortszeit)] []]

[CMS (currency: [●], maturity: [●], short-term
floating index: [●],
time: [11:00 a.m.] [●] [New York City] [●] time,
mid-market semi-annual swap rate quotations:
[11:00 a.m.] [●] [New York City] [●] time; semi-
annual fixed leg: [30/360] [●] day count basis,
currency: [●], maturity: [●]; floating leg:
[Actual/360] [●] day count basis, currency: [●],
period of months: [●], Reuters [●] as of [11:00
a.m.] [●] [London] [New York City] [●] time)
CMS (Währung: [●], Laufzeit: [●], kurzfristiger
variabler Index: [●],
Zeit: [11:00 Uhr] [●] [New York City] [●]
Ortszeit)] []]

[Insert other interest rate
anderen Zinssatz angeben]

Margin
Marge

[[plus
plus]

[minus
minus]

[+] [-] [●] per cent. per annum][Not applicable]

[+] [-] [●] Prozent per
annum][Nicht
anwendbar]

Interpolation
Interpolation

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

[First Interpolation Period: [●]
Erster Interpolationszeitraum: [●]

Second Interpolation Period: [●]
Zweiter Interpolationszeitraum: [●]

³⁹⁶ Insert relevant EURIBOR/LIBOR/CMS provisions in the case of rate spread Securities.
Betreffende EURIBOR/LIBOR/CMS Bestimmungen einfügen.

	[specify each for relevant Interest Period(s) as required]]
	[Specify other floating rate structures Sonstige variable Zinsstrukturen angeben]
	[Not applicable Nicht anwendbar]
Screen Page Bildschirmseite	[Reuters screen <input type="checkbox"/> [EURIBOR 01 Page] Reuters Bildschirmseite <input type="checkbox"/> [EURIBOR 01 Seite]
	[Specify other page Andere Seite angeben]
Secondary Screen Page Sekundäre Bildschirmseite	<input type="checkbox"/> <input type="checkbox"/>
Reference Banks Referenzbanken	<input type="checkbox"/> [§ 3 applies] <input type="checkbox"/>
Relevant location Maßgeblicher Ort	<input type="checkbox"/> <input type="checkbox"/>
Relevant Time Maßgebliche Zeit	<input type="checkbox"/> <input type="checkbox"/>
ISDA Determination	[Applicable Anwendbar]
ISDA-Feststellung	[Not applicable Nicht anwendbar]
[Reference Rate Referenzsatz	[Insert Reference Rate Referenzsatz]] ³⁹⁷
[Inverse Margin Gegenläufige Marge	[[+] [-] <input type="checkbox"/>] per cent. per annum [+] [-] <input type="checkbox"/> Prozent per annum
	[minus minus]] ³⁹⁸
	[Not applicable Nicht anwendbar]
[Participation Partizipation	[[+] [-] <input type="checkbox"/>] per cent. [+] [-] <input type="checkbox"/> Prozent
	multiplied by multipliziert mit

³⁹⁷ If the Securities are governed by German law ISDA Determination should only be applied in the case of Securities permanently represented by a Permanent Global Note because the ISDA Agreement and the ISDA Definitions have to be attached to the relevant Securities.

Falls die Schuldverschreibungen deutschem Recht unterliegen, sollte ISDA-Feststellung nur dann gewählt werden, wenn die betreffenden Schuldverschreibungen durch eine Dauerglobalurkunde verbrieft werden, weil das ISDA-Agreement und die ISDA Definitions den Schuldverschreibungen beizufügen sind.

³⁹⁸ This will only apply to Inverse Floater Securities.

ISDA Rate ISDA Rate
/ISDA-Satz[]]

Margin [[plus
plus]

[minus
minus]

[+] [-] [●] per cent. per annum
[+] [-] [●] Prozent per annum]]³⁹⁹

[Specify other floating rate structures
Sonstige variable Zinsstrukturen angeben]

[Not applicable
Nicht anwendbar]

Floating Rate Option [●]
Option auf Umwandlung in variabel [●]
verzinsliche Schuldverschreibungen

Designated Maturity [●]
Vorgesehene Fälligkeit [●]

Reset Date [●]
Zinsanpassungsdatum [●]⁴⁰⁰

Other Method of Determination⁴⁰¹
Andere Methoden der Feststellung

[Insert details (including Margin, Interest
Determination Date, Reference Banks,

fall-back provisions)
Einzelheiten angeben (einschließlich
Zinsfeststellungstag, Marge, Referenzbanken,
Ausweichbestimmungen)]

Equity/Index Linked Interest Securities⁴⁰²
Schuldverschreibungen mit aktien-/indexbezogener Verzinsung

[Applicable
Anwendbar]

³⁹⁹ This will only apply to Participation Securities.

⁴⁰⁰ Insert if Screen Rate Determination applies
Einfügen, falls Bildschirmfeststellung anwendbar ist.

⁴⁰¹ Insert in case of Securities with another method of determination. Delete, if not applicable.
Einfügen im Fall von Schuldverschreibungen mit anderen Methoden der Feststellung. Löschen, falls nicht anwendbar.

⁴⁰² Insert in the case of Equity or Index Linked Notes. If not applicable, delete the sub-paragraphs of this paragraph.
Im Fall von aktien- oder indexbezogenen Schuldverschreibungen einfügen. Falls nicht anwendbar, die Unterabschnitte dieses Abschnitts löschen.

	[Not applicable <i>Nicht anwendbar</i>]
[Determination Price <i>Feststellungskurs</i>]	[The official closing level of the Index <i>Der offizielle Schlussstand des Index</i>]
	[The official closing price of the Underlying Equity <i>Der offizielle Schlusskurs der Zugrundeliegenden Aktie</i>]
	[Specify other price <i>Anderen Kurs angeben</i>]
Equity Issuer(s) <i>Aktienemittent(en)</i>	[●] [●]
Exchange <i>Börse</i>	[●] [●]
Initial Price <i>Anfangskurs</i>	[●] [●]
Index/Indices <i>Index/Indizes</i>	[●] [●]
Multi-Exchange Index <i>Börsenübergreifender Index</i>	[Yes <i>Ja</i>] [No <i>Nein</i>]
Index Sponsor(s) <i>Index-Sponsor(s)</i>	[●] [●]
Interest Accumulation Period <i>Zinsansammlungsperiode</i>	Including the [second] [insert other number] [calendar day] [Business Day] <i>Einschließlich des [zweiten] [andere Zahl einfügen] [Kalendertages] [Geschäftstages]</i> Excluding the [second] [insert other number] Business Day <i>Ausschließlich des [zweiten] [andere Zahl einfügen] Geschäftstages</i>
Related Exchange <i>Verbundene Börse</i>	[All Exchanges <i>Alle Börsen</i>] [Specify exchange <i>Börse angeben</i>]
Underlying Equity(ies)	[●] ⁴⁰³

⁴⁰³ Insert name and ISIN or another securities identification code of the Underlying Equity(ies).
Namen und ISIN oder anderen Wertpapieridentifikationskode der Zugrundeliegenden Aktie(n) einfügen.

Zugrundeliegende Aktie(n)

Underlying Determination Date
Basiswertfeststellungstag

C. Zero Coupon Securities/Non-Interest Bearing Securities
Nullkupon-Schuldverschreibungen/Unverzinsliche Schuldverschreibungen⁴⁰⁵
[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

7. PAYMENTS (§ 4)
ZAHLUNGEN (§ 4)

Alternative Payment Provisions
Alternative Zahlungsbestimmungen

[Not applicable
Nicht anwendbar]

[Insert details
Einzelheiten einfügen]

Relevant Financial Centre(s) (for determining
the Payment Business Day)
Relevante(s) Finanzzentren(um) (zur
Feststellung des Zahlungsgeschäftstages)
[Not applicable
Nicht anwendbar]

8. REDEMPTION (§ 5)
RÜCKZAHLUNG (§ 5)

Redemption at Maturity⁴⁰⁶
Rückzahlung bei Fälligkeit

[Applicable
Anwendbar]
[Not applicable
Nicht anwendbar]

[Maturity Date
Fälligkeitstag

[Redemption Month
Rückzahlungsmonat

⁴⁰⁴ Insert in the case of Equity or Index Linked Notes.

⁴⁰⁵ *Im Fall von aktien- oder indexbezogenen Schuldverschreibungen einfügen.*

Not applicable in the case of Jumbo Pfandbriefe.

⁴⁰⁶ *Nicht anwendbar im Fall von Jumbo-Pfandbriefen.*

Insert in the case of Securities other than Instalment or Credit Linked Notes. If not applicable, delete this heading and the sub-paragraphs of this paragraph.

Im Fall von Schuldverschreibungen, die keine Raten- oder kreditbezogenen Schuldverschreibungen sind, einfügen.

⁴⁰⁷ *Falls nicht anwendbar, diese Überschrift und Unterabschnitte dieses Abschnitts löschen.*

Insert in the case of a specified Maturity Date other than for Credit Linked Notes.

⁴⁰⁸ *Im Fall eines bestimmten Fälligkeitstages einfügen, außer bei kreditbezogenen Schuldverschreibungen.*

Insert in the case of a specified Redemption Month.

Im Fall eines bestimmten Rückzahlungsmonats einfügen.

Settlement [Cash
Abwicklung Bar]

[Physical
Physisch]

[Cash and/or Physical
Bar und/oder Physisch]

[Redemption Amount [Specified Denomination] [Calculation Amount]
Rückzahlungsbetrag [Festgelegte Stückelung] [Berechnungsbetrag]]
409 410

Asset Amount⁴¹¹ []
Vermögenswertbetrag

Relevant Assets⁴¹² []
Maßgebliche Vermögenswerte

Alternative Redemption Provisions⁴¹³ []
Alternative Rückzahlungsbestimmungen

Determination method of Asset Amount⁴¹⁴ []
Methode zur Feststellung des
Vermögenswertbetrags

Redemption in Instalments [Applicable
Rückzahlung in Raten Anwendbar]

[Not applicable
Nicht anwendbar]

[Instalment Date(s)] [●]
Ratenzahlungstermin(e) [●]

Instalment Amount(s) [●]
Rate(n) [●]⁴¹⁵

Early Redemption at the Option of the Issuer [Applicable
Vorzeitige Rückzahlung nach Wahl der Anwendbar
Emittentin

⁴⁰⁹ Insert if Option I,II, III, or IV applies.

⁴¹⁰ *Einfügen, falls Option I, II, III oder IV anwendbar ist.*

⁴¹¹ Insert in the case of Securities other than Instalment or Credit Linked Notes.

⁴¹¹ *Im Fall von Schuldverschreibungen außer Raten- und kreditbezogenen Schuldverschreibungen einfügen.*

⁴¹¹ Insert in the case of Equity Linked Notes that are physically settled or cash and physically settled. Delete, if not applicable.

⁴¹¹ *Einfügen im Fall aktienbezogener Schuldverschreibungen, die physisch oder bar und physisch abgewickelt werden.*

⁴¹² *Löschen, falls nicht anwendbar.*

⁴¹² Delete, if not applicable.

⁴¹² *Löschen, falls nicht anwendbar.*

⁴¹³ Delete, if not applicable.

⁴¹³ *Löschen, falls nicht anwendbar.*

⁴¹⁴ Insert in the case of a specified Redemption Month. Delete if not applicable.

⁴¹⁴ *Im Fall eines bestimmten Rückzahlungsmonats einfügen. Löschen, falls nicht anwendbar.*

⁴¹⁵ Insert in the case of Instalment Securities.

⁴¹⁵ *Im Fall von Ratenzahlungsschuldverschreibungen einfügen.*

	[Not applicable <i>Nicht anwendbar</i>]
[Minimum Redemption Amount Mindestrückzahlungsbetrag	[●] [●]
Higher Redemption Amount <i>Höherer Rückzahlungsbetrag</i>	[●] [●]
Call Redemption Date(s) <i>Wahlrückzahlungstag(e) (Call)</i>	[●] [●]
Call Redemption Amount(s) <i>Wahlrückzahlungsbetrag/-beträge (Call)</i>	[●] [●]
Minimum Notice to Securityholders <i>Mindestkündigungsfrist gegenüber Gläubigern der Schuldverschreibungen</i>	[●] [●]
Maximum Notice to Securityholders <i>Höchstkündigungsfrist gegenüber Gläubigern der Schuldverschreibungen</i>	[●] [●]
[Notice period to Italian Paying Agent <i>Kündigungsfrist gegenüber der Italienischen Zahlstelle</i>	[●] [●] ⁴¹⁶
Early Redemption at the Option of a Securityholder <i>Vorzeitige Rückzahlung nach Wahl des Gläubigers der Schuldverschreibungen</i>	[Applicable <i>Anwendbar</i>] [Not applicable <i>Nicht anwendbar</i>]
[Put Redemption Date(s) <i>Wahlrückzahlungstag(e) (Put)</i>	[●] [●]
Put Redemption Amount(s) <i>Wahlrückzahlungsbetrag/-beträge (Put)</i>	[●] [●]
Minimum Notice to Issuer ⁴¹⁷ <i>Mindestkündigungsfrist gegenüber Emittentin</i>	[[●] days [●] Tage]
Maximum Notice to Issuer <i>Höchstkündigungsfrist gegenüber Emittentin</i>	[[●] days [●] Tage]
[Notice period to Registrar <i>Mitteilungsfrist gegenüber der Registerstelle</i>	[[●] days [●] Tage] ^{418, 419}
Automatic Redemption <i>Automatische Rückzahlung</i>	[Applicable <i>Anwendbar</i>]

⁴¹⁶ Insert if Issuer call is applicable.
Einfügen, falls Kündigungsrecht der Emittentin anwendbar ist.

⁴¹⁷ The minimum notice should be 15 Business Days.
Die Mindestkündigungsfrist sollte 15 Geschäftstage betragen.

⁴¹⁸ Insert in the case of Registered Securities.
Im Fall von Namensschuldverschreibungen einfügen.

⁴¹⁹ Insert if investor put is applicable. Not applicable in the case of Pfandbriefe.
Einfügen, falls Kündigungsrecht des Anlegers anwendbar ist. Nicht anwendbar im Fall von Pfandbriefen.

	[Not applicable <i>Nicht anwendbar</i>]
[Interest capped at Target Interest Zielzins als Zinsobergrenze]	[Yes Ja] [No Nein]
Target Interest Event <i>Zielzinsereignis</i>	Total Interest Amount is [equal to or] greater than the Target Interest <i>Gesamtzinsbetrag</i> [entspricht dem oder] <i>ist größer als der Zielzins</i>
Target Interest <i>Zielzins</i>	[●] per cent. of the principal amount [●] <i>Prozent des Nennbetrags</i>
Final Payment <i>Schlusszahlung</i>	[Yes Ja] [No <i>Nein</i>]] ⁴²⁰
Amount to be paid on automatic redemption <i>Bei automatischer Rückzahlung zu zahlender Betrag</i>	[Redemption Amount <i>Rückzahlungsbetrag</i>] [Specify other amount <i>Anderen Betrag angeben</i>] [plus <i>plus</i>] [Final payment amount <i>Schlusszahlungsbetrag</i>] [Insert other amount <i>Anderen Betrag einfügen</i>]] ⁴²¹

⁴²⁰ Insert in the case of TARN Securities.
Im Fall von TARN Schuldverschreibungen einfügen.

⁴²¹ Insert if Final Payment applies.
Einfügen, falls Schlusszahlung anwendbar ist.

Final payment amount [Difference between the Target Interest and the
Calculated Total Interest
Schlusszahlungsbetrag *Differenz aus dem Zielzins und dem Errechneten
Gesamtzins*]

[Specify other amount
Anderen Betrag angeben]]

Early redemption upon the occurrence of a Regulatory Event
Vorzeitige Rückzahlung bei Eintritt eines Aufsichts-rechtlichen Ereignisses

[Not applicable
Nicht anwendbar]
[Applicable
Anwendbar]

*Bei Eintritt eines Aufsichtsrechtlichen Ereignisses
können die Schuldverschreibungen zurückgezahlt
werden zum* [Aufrechnungsrückzahlungsbetrag]
[Rückzahlungsbetrag] [●]

[Make-Whole Redemption Amount [●]
Aufrechnungsrückzahlungsbetrag] [●]

[Adjusted Comparable Yield [●]
Angepasste Vergleichsrendite] [●]⁴²²

Early Redemption Amount
Vorzeitiger Rückzahlungsbetrag

Early Redemption Amount [Principal amount plus accrued interest
Vorzeitiger Rückzahlungsbetrag *Nennbetrag plus aufgelaufene Zinsen*]

[Fair market value
Angemessener Marktpreis]

[(including accrued interest)
(einschließlich aufgelaufene Zinsen)]
[less Early Redemption Unwind Costs
*abzüglich Abwicklungskosten bei Vorzeitiger
Rückzahlung*]

[Redemption Amount
Rückzahlungsbetrag]

[Amortized Face Amount
Amortisationsbetrag]⁴²³

[If Credit Linked Notes Annex A applies:
[§6(25)(b) applies]⁴²⁴
[§6(26)(b) applies]⁴²⁵
[§6(27)(b) applies]⁴²⁶]

⁴²² Applicable in the case of subordinated Securities.

Anwendbar im Fall von nachrangigen Schuldverschreibungen.

⁴²³ Insert in the case of unsubordinated Zero Coupon Securities or Zero Coupon Securities (including subordinated Zero Coupon Securities) which include a gross-up for withholding taxes.

Im Fall von nicht nachrangigen Nullkupon-Schuldverschreibungen oder Nullkupon-Schuldverschreibungen (einschließlich nachrangiger Nullkupon-Schuldverschreibungen) einfügen, die Quellensteuerausgleichszahlungen vorsehen.

⁴²⁴ Only applicable to EM Pass-Through Securities.

⁴²⁵ Only applicable to Zero Recovery Portfolio Securities.

[If Credit Linked Notes Annex B applies:
 [§6(17)(b) applies]⁴²⁷
 [§6(18)(b) applies]⁴²⁸
 [§6(19)(b) applies]⁴²⁹]

[]

Fair market value
 Angemessener Marktpreis

Determined by the Calculation Agent [at its reasonable discretion]
 Von der Berechnungsstelle [nach ihrem billigen Ermessen festgestellt]
 [Insert alternative provisions
 Alternative Bestimmungen einfügen]

Redemption for Illegality
Rückzahlung wegen Rechtswidrigkeit

[Applicable
 Anwendbar]

[Not applicable
 Nicht anwendbar]

Additional early redemption provisions relating to product related disruption events⁴³⁰
Zusätzliche Bestimmungen zur vorzeitigen Rückzahlung in Bezug auf produktspezifische Störungsereignisse

[Insert details
 Einzelheiten einfügen]

Certain Definitions
Bestimmte Definitionen

Early Redemption Unwind Costs
 Abwicklungskosten bei Vorzeitiger Rückzahlung

[Standard Early Redemption Unwind Costs
 Standard Abwicklungskosten bei Vorzeitiger Rückzahlung]

[Insert specified amount
 Festgelegten Betrag einfügen]

[Amortised Face amount
 Amortisationsbetrag

[●]
 [●]

Reference Price
 Referenzkurs

[●]
 [●]

Amortisation Yield
 Emissionsrendite

[●] [Not applicable]
 [●] [Nicht anwendbar]

⁴²⁶ Only applicable to Recovery Portfolio Securities.
⁴²⁷ Only applicable to EM Pass-Through Securities.
⁴²⁸ Only applicable to Zero Recovery Portfolio Securities.
⁴²⁹ Only applicable to Recovery Portfolio Securities.
⁴³⁰ Delete, if not applicable. Insert in particular if the Specified Currency is Renminbi (early redemption because of inconvertibility, non-transferability or illiquidity of the Renminbi).
 Löschen, falls nicht anwendbar. Insbesondere einfügen, falls die Festgelegte Währung Renminbi ist (vorzeitige Kündigung aufgrund fehlender Konvertierbarkeit, fehlender Übertragbarkeit oder illiquidität des Renminbi).

9. TERMS FOR CALCULATION OF THE REDEMPTION AMOUNT [(§6)]

[Applicable
Anwendbar]⁴³¹
[Not applicable
Nicht anwendbar]

BESTIMMUNGEN ZUR BERECHNUNG DES RÜCKZAHLUNGSBETRAGS [(§6)]

A. Securities redeemed at par
Schuldverschreibungen, die zum Nennbetrag zurückgezahlt werden

[Applicable
Anwendbar]
[Not applicable
Nicht anwendbar]

[Redemption Amount
Rückzahlungsbetrag

[Specified Denomination
Festgelegte Stückelung]

[Calculation Amount
Berechnungsbetrag]⁴³²⁴³³

B. Securities not redeemed at par
Schuldverschreibungen, die nicht zum Nennbetrag zurückgezahlt werden

[Applicable
Anwendbar]
[Not applicable
Nicht anwendbar]

B.1 Index Linked Redemption Securities⁴³⁴
Schuldverschreibungen mit indexgebundener Rückzahlung

[Applicable
Anwendbar]
[Not applicable
Nicht anwendbar]

[Redemption Amount
Rückzahlungsbetrag

[An amount calculated [by the Calculation Agent] [in a fair and commercially reasonable manner] equal to:

Ein Betrag, der [von der Berechnungsstelle] [in angemessener und wirtschaftlich vernünftiger Weise] wie folgt berechnet wird:

⁴³¹ Only applicable if Option V applies and the Securities are not Credit Linked Notes other than governed by German law.

Nur anwendbar, falls Option V anwendbar ist.

⁴³² Insert in the case of Securities governed by English law.

Im Fall von Schuldverschreibungen, die englischem Recht unterliegen, einfügen.

⁴³³ Insert if Option V applies and Securities are redeemed at par.

Einfügen, falls Option V Anwendung findet und die Schuldverschreibungen zum Nennbetrag zurückgezahlt werden.

⁴³⁴ Insert in the case of Index Linked Notes. If not applicable, delete the sub-paragraphs of this paragraph. *Im Fall von indexbezogener Schuldverschreibungen einfügen. Falls nicht anwendbar, die Unterabschnitte dieses Abschnitts löschen.*

$$\left[\frac{\text{Reference Price}}{\text{Strike Price}} \times \text{Specified Amount} \right]$$

$$\left[\frac{\text{Referenzkurs}}{\text{Basiskurs}} \times \text{Festgelegter Betrag} \right]^{435}$$

$$\left[\frac{\text{Strike Price}}{\text{Reference Price}} \times \text{Specified Amount} \right]$$

$$\left[\frac{\text{Basiskurs}}{\text{Referenzkurs}} \times \text{Festgelegter Betrag} \right]^{436}$$

[Insert alternative formula
Alternative Formel einfügen]

[Index] ⁴³⁷ [Indices] ⁴³⁸	[●]
[Index][Indizes]	[●]
Multi-Exchange Index Börsenübergreifender Index	[Yes Ja]
	[No Nein]
Index Sponsor(s) Index-Sponsor(s)	[●] [●]
[Multiplier Multiplikator	[●] [●] ⁴³⁹
Exchange Börse	[●] [●]
Related Exchange Verbundene Börse	[●] [●]
[Exchange Rate Umrechnungskurs	[●] [●] ⁴⁴⁰
Reference Price Referenzkurs	[●] [●]
Specified Amount Festgelegter Betrag	[●] [●]
Strike Price Basiskurs	[●] [●]
Valuation Date	[●]

⁴³⁵ Insert in the case of a Call Index Linked Redemption Notes.
Im Fall von Schuldverschreibungen mit index-/aktienbezogener Rückzahlung (Call) einfügen.

⁴³⁶ Insert in the case of a Put Index Linked Redemption Notes.
Im Fall von Schuldverschreibungen mit index-/aktienbezogener Rückzahlung (Put) einfügen.

⁴³⁷ Insert in the case of Securities linked to a single index.
Im Fall von Schuldverschreibungen, die auf einen einzelnen Index bezogen sind, einfügen.

⁴³⁸ Insert in the case of Securities linked to a basket of indices.
Im Fall von Schuldverschreibungen, die auf einen Indexkorb bezogen sind, einfügen.

⁴³⁹ Insert in the case of Securities linked to a basket of indices.
Im Fall von Schuldverschreibungen, die auf einen Index- bzw. Aktienkorb bezogen sind, einfügen.

⁴⁴⁰ Insert in the case of Securities with currency conversion.
Im Fall von Schuldverschreibungen mit Währungsumrechnung einfügen.

Bewertungstag	[●]
Cut-off Date	[●]
Stichtag	[●]

B.2 Equity Linked Redemption Securities⁴⁴¹
Schuldverschreibungen mit
aktiengebundener Rückzahlung

[Applicable
Anwendbar]
[Not applicable
Nicht anwendbar]

[Redemption Amount
Rückzahlungsbetrag

[An amount calculated [by the Calculation Agent]
[in a fair and commercially reasonable manner]
equal to:

Ein Betrag, der [von der Berechnungsstelle] [in angemessener und wirtschaftlich vernünftiger Weise] wie folgt berechnet wird:

$$\left[\frac{\text{Reference Price}}{\text{Strike Price}} \times \text{Specified Amount} \right]$$

$$\left[\frac{\text{Referenzkurs}}{\text{Basiskurs}} \times \text{Festgelegter Betrag} \right]^{442}$$

$$\left[\frac{\text{Strike Price}}{\text{Reference Price}} \times \text{Specified Amount} \right]$$

$$\left[\frac{\text{Basiskurs}}{\text{Referenzkurs}} \times \text{Festgelegter Betrag} \right]^{443}$$

[Insert alternative formula
Alternative Formel einfügen]

[Equity Issuer(s)
Aktienemittent(en)

[●]
[●]]⁴⁴⁴

[Multiplier
Multiplikator

[●]
[●]]⁴⁴⁵

[Underlying Equit(y)(ies)
Zugrundeliegende Aktie(n)

[●]
[●]]⁴⁴⁶

Exchange
Börse

[●]
[●]

⁴⁴¹ Insert in the case of Equity Linked Notes. If not applicable, delete the sub-paragraphs of this paragraph.
Im Fall von aktienbezogenen Schuldverschreibungen einfügen. Falls nicht anwendbar, die Unterabschnitte dieses Abschnitts löschen.

⁴⁴² Insert in the case of a Equity Linked Redemption Notes (Call).
Im Fall von Schuldverschreibungen mit aktienbezogener Rückzahlung (Call) einfügen.

⁴⁴³ Insert in the case of a Equity Linked Redemption Notes (Put).
Im Fall von Schuldverschreibungen mit aktienbezogener Rückzahlung (Put) einfügen.

⁴⁴⁴ Insert in the case of Equity Linked Notes.
Im Fall von aktienbezogenen Schuldverschreibungen einfügen.

⁴⁴⁵ Insert in the case of Securities linked to a basket of equities.
Im Fall von Schuldverschreibungen, die auf einen Index- bzw. Aktienkorb bezogen sind, einfügen.

⁴⁴⁶ Insert in the case of Equity Linked Notes.
Im Fall von aktienbezogenen Schuldverschreibungen einfügen.

Related Exchange <i>Verbundene Börse</i>	[●] [●]
[Exchange Rate <i>Umrechnungskurs</i>	[●] [●]] ⁴⁴⁷
Reference Price <i>Referenzkurs</i>	[●] [●]
Specified Amount <i>Festgelegter Betrag</i>	[●] [●]
Strike Price <i>Basiskurs</i>	[●] [●]
Valuation Date <i>Bewertungstag</i>	[●] [●]
Cut-off Date <i>Stichtag</i>	[●] [●]

**B.3 Inflation Index Linked Redemption Securities⁴⁴⁸
*Schuldverschreibungen mit inflationsindexgebundener Rückzahlung***

[Applicable
Anwendbar
[Not applicable
Nicht anwendbar

Redemption Amount
Rückzahlungsbetrag

[An amount calculated [by the Calculation Agent]
[in a fair and commercially reasonable manner]
equal to:
Ein Betrag, der [von der Berechnungsstelle] [in angemessener und wirtschaftlich vernünftiger Weise] wie folgt berechnet wird:

[Insert alternative formula
Alternative Formel einfügen

Inflation Index⁴⁴⁹/Indices⁴⁵⁰
Inflationsindex/Inflationsindizes
Inflation Index Sponsor
Inflationsindex-Sponsor

[]
[]

Determination Date

[]

⁴⁴⁷ Insert in the case of Securities with currency conversion.

Im Fall von Schuldverschreibungen mit Währungsumrechnung einfügen.

⁴⁴⁸ Insert in the case of Inflation Index Linked Notes. If not applicable, delete the sub-paragraphs of this paragraph.

Im Fall von Inflationsindexgebundene Schuldverschreibungen einfügen. Falls nicht anwendbar, die Unterabschnitte dieses Abschnitts löschen.

⁴⁴⁹ Insert in the case of Securities linked to a single index. Delete, if not applicable.

Im Fall von Schuldverschreibungen, die auf einen einzelnen Index bezogen sind, einfügen. Löschen, falls nicht anwendbar.

⁴⁵⁰ Insert in the case of Securities linked to a basket of indices. Delete, if not applicable.

Im Fall von Schuldverschreibungen, die auf einen Indexkorb bezogen sind, einfügen. Löschen, falls nicht anwendbar.

Feststellungstag

Cut-off Date []
Stichtag

Related Bond [Applicable
Bezugsanleihe Anwendbar]

[Not Applicable
Nicht anwendbar]

The Related Bond is: [●]
Die Bezugsanleihe ist [●]

The End Date is: [●]
Der Endtag ist: [●]

The Fallback Bond is [●]
Die Ausweichanleihe ist [●]

B.4 Commodity Linked Redemption Securities⁴⁵¹
Schuldverschreibungen mit rohstoffgebundener Rückzahlung

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

Redemption Amount [An amount calculated [by the Calculation Agent]
[in a fair and commercially reasonable manner]
equal to: []

Rückzahlungsbetrag Ein Betrag, der [von der Berechnungsstelle] [in angemessener und wirtschaftlich vernünftiger Weise] wie folgt berechnet wird: []
[Insert alternative formula
Alternative Formel einfügen]

Other valuation provisions⁴⁵² [Insert details
Andere Bewertungsbedingungen Einzelheiten einfügen]

B.5 Fund Linked Redemption Securities⁴⁵³
Schuldverschreibungen mit fondsgebundener Rückzahlung

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

Redemption Amount [An amount calculated [by the Calculation Agent]
[in a fair and commercially reasonable manner]
equal to:

⁴⁵¹ Insert in the case of Commodity Linked Notes. If not applicable, delete the sub-paragraphs of this paragraph.
Im Fall von Rohstoffbezogenen Schuldverschreibungen einfügen. Falls nicht anwendbar, die Unterabschnitte dieses Abschnitts löschen.

⁴⁵² The other valuation provisions should include full details of the relevant underlying Reference Items.
Andere Bewertungsbedingungen sollen umfassende Angaben bezüglich der jeweiligen Basiswerte beinhalten.

⁴⁵³ Insert in the case of Fund Linked Notes. If not applicable, delete the sub-paragraphs of this paragraph.
Im Fall von Fondsbezogenen Schuldverschreibungen einfügen. Falls nicht anwendbar, die Unterabschnitte dieses Abschnitts löschen.

Rückzahlungsbetrag []
 Ein Betrag, der [von der Berechnungsstelle] [in
 angemessener und wirtschaftlich vernünftiger
 Weise] wie folgt berechnet wird:
 []
 [Insert alternative formula
 Alternative Formel einfügen]

B.6 Currency Linked Redemption Securities⁴⁵⁴
Schuldverschreibungen mit [Applicable
währungsgebundener Rückzahlung Anwendbar]
 [Not applicable
 Nicht anwendbar]

Redemption Amount [An amount calculated [by the Calculation Agent]
 [in a fair and commercially reasonable manner]
 equal to:

Rückzahlungsbetrag []
 Ein Betrag, der [von der Berechnungsstelle] [in
 angemessener und wirtschaftlich vernünftiger
 Weise] wie folgt berechnet wird:
 []
 [Insert alternative formula
 Alternative Formel einfügen]

Other valuation provisions⁴⁵⁵ [Insert details
 Andere Bewertungsbedingungen Einzelheiten einfügen]

B.7 Minimum Redemption Securities⁴⁵⁶
Schuldverschreibungen mit [Applicable
Mindestrückzahlung Anwendbar]
 [Not applicable
 Nicht anwendbar]

Redemption Amount [An amount calculated [by the Calculation Agent]
 [in a fair and commercially reasonable manner]
 equal to:
 [Insert details]

Rückzahlungsbetrag
 Ein Betrag, der [von der
 Berechnungsstelle] [in
 angemessener und
 wirtschaftlich
 vernünftiger Weise] wie
 folgt berechnet wird:
 [Einzelheiten einfügen]

⁴⁵⁴ Insert in the case of Currency Linked Notes. If not applicable, delete the sub-paragraphs of this paragraph.
 Im Fall von Währungsbezogenen Schuldverschreibungen einfügen. Falls nicht anwendbar, die Unterabschnitte dieses
 Abschnitts löschen.

⁴⁵⁵ The other valuation provisions should include full details of the relevant underlying Reference Items.
 Andere Bewertungsbedingungen sollen umfassende Angaben bezüglich der jeweiligen Basiswerte beinhalten.

⁴⁵⁶ Insert in the case of Minimum Redemption Securities. If not applicable, delete the sub-paragraphs of this paragraph.
 Im Fall von Schuldverschreibungen mit Mindestrückzahlung einfügen. Falls nicht anwendbar, die Unterabschnitte
 dieses Abschnitts löschen.

Minimum Redemption Amount
Mindestrückzahlungsbetrag [Insert details
Einzelheiten einfügen]

Other valuation provisions⁴⁵⁷
Andere Bewertungsbedingungen [Insert details
Einzelheiten einfügen]

B.8 "Pass-Through" Securities⁴⁵⁸
"Passthrough"-Schuldverschreibungen [Applicable
Anwendbar]
[Not applicable
Nicht anwendbar]

Redemption Amount [An amount calculated [by the Calculation Agent]
[in a fair and commercially reasonable manner]
equal to: [Insert details]

Rückzahlungsbetrag
Ein Betrag, der [von der Berechnungsstelle] [in angemessener und wirtschaftlich vernünftiger Weise] wie folgt berechnet wird: [Einzelheiten einfügen]

Other valuation provisions⁴⁵⁹
Andere Bewertungsbedingungen [Insert details
Einzelheiten einfügen]

B.9 Securities linked to more than one class of Reference Items
Auf mehrere Klassen von Basiswerten bezogene Schuldverschreibungen [Applicable
Anwendbar]
[Not applicable
Nicht anwendbar]

[Redemption Amount
Rückzahlungsbetrag [Insert details
Einzelheiten einfügen]

B.10 Other Securities
Sonstige Schuldverschreibungen [Applicable
Anwendbar]
[Not applicable
Nicht anwendbar]

[Redemption Amount [An amount in respect of each principal amount of Securities equal to the [Specified Denomination]⁴⁶⁰ [Calculation Amount]⁴⁶¹ [calculated as follows] [equal to]: [Insert details].

⁴⁵⁷ Insert if applicable. If not applicable, delete this item.

Einfügen, sofern anwendbar. Falls nicht anwendbar, diesen Punkt löschen.

⁴⁵⁸ Insert in the case of "Pass Through" Securities. If not applicable, delete the sub-paragraphs of this paragraph.

Im Fall von "Passthrough"-Schuldverschreibungen einfügen. Falls nicht anwendbar, die Unterabschnitte dieses Abschnitts löschen.

⁴⁵⁹ Insert if applicable. If not applicable, delete this item.

Einfügen, sofern anwendbar. Falls nicht anwendbar, diesen Punkt löschen.

⁴⁶⁰ Insert in respect of Securities governed by German law.

Einfügen im Fall von Schuldverschreibungen, die deutschem Recht unterliegen.

Rückzahlungsbetrag

Ein Betrag in Bezug auf jeden
Nennbetrag von
Schuldverschreibungen
in Höhe [der
Festgelegten
Stückelung] [des
Berechnungsbetrags],
[der wie folgt berechnet
wird] [in Höhe]:
[Einzelheiten
einfügen].⁴⁶²

[An amount in respect of each Security
[calculated as follows] [equal to]: [Insert details]

Ein Betrag in Bezug auf jede
Schuldverschreibung[,
der wie folgt berechnet
wird] [in Höhe]:
[Einzelheiten
einfügen]]⁴⁶³

**C. Securities that are (i) physically or (ii)
cash and physically settled**

**Schuldverschreibungen, die (i)
physisch oder (ii) bar
und physisch
abgewickelt werden**

[Applicable
Anwendbar]
[Not applicable]

Nicht anwendbar]

[Additional requirements for Asset Transfer Notice

Zusätzliche Anforderungen für
die Vermögenswert-
übertragungs-Mitteilung

[Not applicable][Insert details]
[Nicht anwendbar][Einzelheiten einfügen]

Manner of delivery

[]

[Applicable

10. MARKET DISRUPTION [(§7)]

Anwendbar]

MARKTSTÖRUNG [(§7)]

[Not applicable
Nicht anwendbar]

[In case of a market disruption postponement of

Im Fall einer Marktstörung,
Verschiebung des

[Valuation Date
Bewertungsstichtag]

⁴⁶¹ Insert in respect of Securities governed by English law.
Einfügen im Fall von Schuldverschreibungen, die englischem Recht unterliegen.

⁴⁶² Insert in respect of Securities with a Principal Amount.
Im Fall von Schuldverschreibungen mit Nennbetrag einfügen.

⁴⁶³ Insert in respect of Securities without a Principal Amount.
Im Fall von Schuldverschreibungen ohne Nennbetrag einfügen.

[Underlying Determination Date
Basiswertfeststellungstag]

[Determination Time
Feststellungszeitpunkt]

[●]
[●]]⁴⁶⁴

[Valuation Time
Bewertungszeitpunkt]

[●]
[●]]⁴⁶⁵⁴⁶⁶

[Insert details
Einzelheiten einfügen]⁴⁶⁷

11. **ADJUSTMENTS, EXTRAORDINARY
EVENTS AND TERMINATION [(§8)]**
ANPASSUNGEN,
AUßERORDENTLICHE EREIGNISSE
UND KÜNDIGUNG [(§8)]

[Applicable
Anwendbar]⁴⁶⁸

[Not applicable
Nicht anwendbar]

[[Determinations made by the Calculation Agent in
case of an Index Adjustment Event]

[Reference Price]

*Feststellungen der Berechnungsstelle im Fall
eines Indexanpassungsereignisses*

Referenzkurs]

[[Relevant] Determination Price
[Maßgeblicher] Feststellungskurs]
[and/or
und/oder]

[Initial Price
Anfangskurs]

[and/or
und/oder]

[Rate of Interest
Zinssatz]⁴⁶⁹

⁴⁶⁴ Insert in the case of index or equity linked Notes.
Im Fall von index- bzw. aktienbezogene Schuldverschreibungen einfügen.

⁴⁶⁵ Insert in the case of index or equity linked redemption Notes.
Im Fall von Schuldverschreibungen mit index- bzw. aktienbezogener Rückzahlung einfügen.

⁴⁶⁶ Insert if market disruption applies.
Einfügen, falls Marktstörung anwendbar ist.

⁴⁶⁷ Insert further provisions regarding physical settlement or, if applicable, details regarding the redemption of Securities linked to a commodity or basket of commodities, Securities linked to a fund or basket of funds, Securities linked to a currency or basket of currencies, Minimum Redemption Notes, "pass through" Notes and other Securities. Delete, if not applicable.

Weitere Bestimmungen bezüglich physischer Abwicklung oder, soweit anwendbar, Einzelheiten der Rückzahlung von Schuldverschreibungen, die auf einen Rohstoff oder Rohstoffkorb bezogen sind, Schuldverschreibungen, die auf einen Fonds oder Fondskorb bezogen sind, Schuldverschreibungen, die auf eine Währung oder einen Währungskorb bezogen sind, Schuldverschreibungen mit Mindestrückzahlungsbetrag, „Passthrough“-Schuldverschreibungen und anderen Schuldverschreibungen einfügen. Löschen, falls nicht anwendbar.

⁴⁶⁸ Applicable if Option V applies.
Anwendbar, falls Option V anwendbar ist.

⁴⁶⁹ Insert in the case of Securities linked to an Index or a basket of Indices.
Im Fall von Schuldverschreibungen, die auf einen Index oder einen Indexkorb bezogen sind einfügen.

[Potential Adjustment Events
Mögliches Anpassungsereignis [Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

Underlying Equity (as) quoted, listed and/or dealt
as of the Trade Date in a currency of a EU
member state other than Euro [Applicable

*Quotierung, Listing und/oder
Handel in der*

*Zugrundeliegende Aktie an einem
Handelstag in*

*der Währung eines EU
Mitgliedstaates außer
Euro*

Anwendbar]

[Not applicable
Nicht anwendbar]

De-listing, Merger Event, Nationalisation and
Insolvency [Applicable

*De-listing, Fusionsereignis,
Verstaatlichung und
Insolvenz*

Anwendbar]

[Not applicable
Nicht anwendbar]

Tender Offer
Übernahmeangebot [Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

Trade Date
Handelstag [●]
[●]]⁴⁷⁰

C. [●] Securities⁴⁷¹ [Insert details
[●] **Schuldverschreibungen** *Einzelheiten einfügen]*

⁴⁷⁰ Insert in the case of Securities linked to an equity or a basket of equities.

Im Fall von Schuldverschreibungen, die auf eine Aktie oder einen Aktienkorb bezogen sind einfügen

⁴⁷¹ Insert, if applicable, further provisions regarding, if applicable, details regarding Securities linked to a commodity or basket of commodities, Securities linked to a fund or basket of funds, Securities linked to a currency or basket of currencies, Minimum Redemption Securities, "pass through" Notes and other Securities. Delete, if not applicable. *Soweit anwendbar, Einzelheiten in Bezug auf Schuldverschreibungen, die auf einen Rohstoff oder Rohstoffkorb bezogen sind, Schuldverschreibungen, die auf einen Fonds oder Fondskorb bezogen sind, Schuldverschreibungen, die auf eine Währung oder einen Währungskorb bezogen sind, Schuldverschreibungen mit Mindestrückzahlungsbetrag, „Passthrough“-Schuldverschreibungen und anderen Schuldverschreibungen einfügen. Löschen, falls nicht anwendbar.*

12. FISCAL AGENT/PAYING AGENT(S)/CALCULATION AGENT/DETERMINATION AGENT (§
[6] [9])
FISCAL AGENT/ZAHLSTELLE(N)/BERECHNUNGSSTELLE/FESTLEGUNGSSTELLE (§
[6][9])

Fiscal Agent
Fiscal Agent

[Deutsche Bank Aktiengesellschaft]

[Deutsche Bank AG, London
Branch

*Deutsche Bank AG,
Zweigniederlassung
London]*

[Specify other Fiscal Agent
Anderen Fiscal Agent angeben]

Paying Agent(s)
Zahlstelle(n)

[Deutsche Bank Aktiengesellschaft]

[Deutsche Bank AG, London
Branch
*Deutsche Bank AG, Zweigniederlassung
London]*

[Deutsche Bank Luxembourg
S.A.]

[Specify other Paying Agent
Andere Zahlstelle angeben]⁴⁷²

[Not applicable
Nicht anwendbar]

Calculation Agent
Berechnungsstelle

[Not applicable
Nicht anwendbar]

[Fiscal Agent
Fiscal Agent]

[Specify other Calculation Agent
Andere Berechnungsstelle angeben]⁴⁷³

Determination Agent
Feststellungsstelle

[Not applicable
Nicht anwendbar]

[Fiscal Agent
Fiscal Agent]

[Specify other Determination Agent

⁴⁷² Where another Paying Agent is specified, include such Paying Agent's name and address details.

Falls eine andere Zahlstelle angegeben ist, ist der Name und die Adresse dieser Zahlstelle einzufügen.

⁴⁷³ Where another Calculation Agent is specified, include such Calculation Agent's name and address details.

Falls eine andere Berechnungsstelle angegeben ist, ist der Name und die Adresse dieser Berechnungsstelle einzufügen.

Exchange Agent⁴⁷⁵
Exchange Agent

*Andere Feststellungsstelle angeben*⁴⁷⁴

[Deutsche Bank Trust Company Americas]
[Not applicable
Nicht anwendbar]

[Specify other Exchange Agent
Anderen Exchange Agent angeben]

Transfer Agent⁴⁷⁶

[Deutsche Bank Luxembourg
S.A.]

Transfer Agent

[Not applicable
Nicht anwendbar]

[Specify other Transfer Agent
Anderer Transfer Agent angeben]

Registrar⁴⁷⁷
Registerstelle

[Deutsche Bank Trust Company Americas]

[Specify other Registrar
*Andere Registerstelle angeben*⁴⁷⁸]

[Not applicable
Nicht anwendbar]

Additional Agent(s)
Zusätzliche Stelle(n)

[Insert details
Einzelheiten einfügen]

13. TAXATION (§ [7] [10])⁴⁷⁹
STEUERN (§ [7] [10])

Withholding tax gross-up obligation of the Issuer
Quellensteuerausgleich durch die Emittentin

[Yes
Ja]

[No
Nein]

[Country

[Germany

⁴⁷⁴ Where another Determination Agent is specified, include such Determination Agent's name and address details.
Falls eine andere Feststellungsstelle angegeben ist, ist der Name und die Adresse dieser Feststellungsstelle einzufügen.

⁴⁷⁵ Applicable in the case of Registered Securities.
Anwendbar im Fall von Namensschuldverschreibungen.

⁴⁷⁶ Applicable in the case of Registered Securities.
Anwendbar im Fall von Namensschuldverschreibungen.

⁴⁷⁷ Applicable in the case of Registered Securities.
Anwendbar im Fall von Namensschuldverschreibungen.

⁴⁷⁸ Where Registered Securities are only to be issued to non-U.S. persons outside the U.S. (pursuant to Regulation S or otherwise) an alternative Registrar should be appointed and amendments may be required to the Registered Securities Annex and the Agency Agreement.

Sofern Namensschuldverschreibungen ausschließlich für Nicht-US-Personen außerhalb der Vereinigten Staaten begeben werden (gemäß Regulation S oder gemäß anderer Bestimmungen), ist eine alternative Registerstelle zu ernennen und Änderungen bezüglich des Registered Securities Annex und des Agency Agreement können erforderlich werden.

⁴⁷⁹ As a general rule there will be no withholding tax gross up obligation of the Issuer.
Üblicherweise erfolgt kein Quellensteuerausgleich durch die Emittentin.

Staat

Deutschland]

[United Kingdom
Vereinigtes Königreich]

[Australia
Australien]

[United States
Vereinigte Staaten]]

[●]]⁴⁸⁰

**14. NOTICES (§ [12] [15])
MITTEILUNGEN (§ [12] [15])**

Publication
Veröffentlichung

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

[[Financial Times in London][As per
Conditions]⁴⁸¹
[Financial Times in London] [Wie in den
Bedingungen]]

[Insert other applicable newspaper
Andere Zeitung einfügen]

Alternative publication provisions
Alternative Bestimmungen über Mitteilungen

[Not applicable
Nicht anwendbar]

[Insert details
Einzelheiten einfügen]

Notice deemed to have been validly given on
Mitteilung gilt als wirksam bekannt gemacht am

[[Date of][●] publication] or, if published more
than once, [date of][●] first such publication][As
per Conditions]
[Tag der][●] Veröffentlichung]
oder, wenn mehrmals
veröffentlicht wurde,
[Datum der][●] ersten
Veröffentlichung][wie in
den Bedingungen]

**Notification to Clearing System
Mitteilung an das Clearing System**

[Applicable
Anwendbar]

⁴⁸⁰ Insert if there is a withholding tax gross-up obligation of the Issuer.
Einfügen, falls die Emittentin zum Quellensteuerausgleich verpflichtet ist.

⁴⁸¹ Publication will always apply to English law Securities. In the case of English law bearer Securities a newspaper shall be specified and in the case of English law registered Securities the Conditions will apply.
Veröffentlichung findet auf Schuldverschreibungen, die englischem Recht unterliegen, immer Anwendung. Im Fall von Inhaberschuldverschreibungen, die englischem Recht unterliegen, ist eine Zeitung anzugeben und im Fall von englischem Recht unterliegenden Namensschuldverschreibungen (registered securities) finden die Bedingungen Anwendung.

	[Not applicable <i>Nicht anwendbar</i>]
Substitution of notice pursuant to paragraph (1) <i>Ersetzung der Mitteilung nach Absatz (1)</i>	[Applicable <i>Anwendbar</i>]
	[Not applicable <i>Nicht anwendbar</i>]
Notice to Clearing System deemed to have been validly given on ⁴⁸²	[The day on which][The [seventh] [●] [London] [Frankfurt/Main] [Madrid][TARGET2] [●] Business Day] the notice was given to the Clearing System[§ [12][15] applies]
<i>Mitteilung an das Clearing System gilt als wirksam bekannt gemacht am</i>	[Der Tag an dem]
	[[der] [siebte] [●][Londoner] [Frankfurter] [Madrider]
	[TARGET2] [●] Geschäftstag nach dem Tag, an dem die
	<i>Mitteilung dem Clearing System bekannt gemacht wurde</i> [§ [12][15] findet Anwendung]] ⁴⁸³
Notifications by Securityholders Mitteilungen durch Gläubiger der Schuldverschreibungen	[Not applicable <i>Nicht anwendbar</i>]
	[Notification through the Clearing System <i>Mitteilung über das Clearing System</i>]
	[As per Conditions] [and <i>und</i>]
	[Notification through written notice [delivered [by hand or] [by registered mail]
	<i>Mitteilung durch schriftliche Nachricht [, die</i> [persönlich oder] [per Einschreiben] übermittelt wird]

⁴⁸² Insert if Notification to Clearing System is applicable. In relation to Securities governed by German law this should be no less than the seventh Business Day after the day on which the notice was given to the Clearing System.
Einfügen, falls Mitteilung an Clearing System anwendbar ist. In Bezug auf Schuldverschreibungen, die englischem Recht unterliegen, sollte dies frühestens der dritte Geschäftstag nach dem Tag sein, an dem die Mitteilung an das Clearing System übermittelt wurde. In Bezug auf Schuldverschreibungen, die deutschem Recht unterliegen, sollte dies frühestens der siebte Geschäftstag nach dem Tag sein, an dem die Mitteilung an das Clearing System übermittelt wurde.

⁴⁸³ Insert if Notification to Clearing System applies.
Einfügen, falls Mitteilung an Clearing System anwendbar ist.

[Notice Delivery Business Day Centre:
Mitteilungszustellungs-Geschäftstageszentrum

[●]
 [●]

15. **RESOLUTIONS OF SECURITYHOLDERS (§ [14] [17])⁴⁸⁴**
BESCHLÜSSE DER GLÄUBIGER DER SCHULDVERSCHREIBUNGEN (§ [14] [17])

Matters not subject to resolutions [None
Keine]
*Maßnahmen, über die nicht entschieden werden
soll*

[Specify matters
Maßnahmen angeben]

Qualified Majority [75 per cent.
75 Prozent]
Qualifizierte Mehrheit

[[] per cent.
[] Prozent]

Simple Majority [50 per cent.
50 Prozent]
Einfache Mehrheit

[[] per cent.
[] Prozent]

Higher majority requirements [Not applicable
Nicht anwendbar]
Höhere Mehrheitserfordernisse

[Specify matters and majority requirements
*Maßnahmen und Mehrheitserfordernisse
angeben*]

Joint Representative [Not applicable
Nicht anwendbar]
Gemeinsamer Vertreter

[A Joint Representative is not specified in the
Conditions. The Securityholders may appoint a
Joint Representative [in accordance with the
provisions set out in the conditions as default
wording by majority resolution.] [in accordance
with the following provisions: [].]

*In den Bedingungen wird kein gemeinsamer
Vertreter bestellt. Die Gläubiger können einen
gemeinsamen Vertreter [gemäß dem in den
Bedingungen als Standardwortlaut enthaltenen
Bestimmungen durch Mehrheitsbeschluss
bestimmen.] [gemäß den folgenden
Bestimmungen bestellen: [].]*

[[] will be appointed as Joint Representative.
The Joint Representative shall be authorised [to
convene a meeting of Securityholders] [to call for
a vote of Securityholders without a meeting] and
to preside the [meeting] [the taking of votes] [and

⁴⁸⁴ Only relevant for German law governed Securities.
Nur für Schuldverschreibungen relevant, die deutschem Recht unterliegen.

[●]

[●] wird als gemeinsamer Vertreter bestellt. Der gemeinsame Vertreter ist befugt [eine Gläubigerversammlung einzuberufen] [zu einer Abstimmung der Gläubiger ohne Versammlung aufzufordern] und die [Versammlung] [die Abstimmung] zu leiten [und [●]].

16. LANGUAGE OF CONDITIONS (§ [16]
[19])
SPRACHE DER BEDINGUNGEN
(§[16][19])

[German only]

Ausschließlich Deutsch

[English only]
Ausschließlich Englisch

[English and German (English controlling)]

*Englisch und Deutsch
(englischer Text
maßgeblich)*

[German and English (German controlling)]

*Deutsch und Englisch
(deutscher Text
maßgeblich)*

17. PROVISIONS FOR CREDIT LINKED
NOTES [§(6)]⁴⁸⁵
BESTIMMUNGEN FÜR
KREDITBEZOGENE
SCHULDVERSCHREIBUNGEN [§(6)]

[Applicable
Anwendbar]

[Not applicable
Nicht anwendbar]

(i) Credit Linked Notes Annex A

[Applicable] [Not applicable]

⁴⁸⁵ Applicable in the case of Credit Linked Notes. No German version or translation will be provided for Credit Linked Notes.
Anwendbar im Fall von kreditbezogenen Schuldverschreibungen. Für kreditbezogene Schuldverschreibungen wird keine deutsche Fassung oder Übersetzung zur Verfügung gestellt.

- (ii) Credit Linked Notes Annex B [Applicable] [Not applicable]
- (iii) [Physical Settlement Matrix: [Applicable/Not Applicable]
- Date of Physical Settlement Matrix: [29 May 2012/other]⁴⁸⁶
- [The following Transaction Type(s) applies: [North American Corporate/European Corporate/Australia Corporate/New Zealand Corporate/Japan Corporate/Singapore Corporate/Asia Corporate/Subordinated European Insurance Corporate/Emerging European Corporate LPN/Emerging European Corporate/Latin America Corporate B/Latin America Corporate BL/Asia Sovereign/Emerging European & Middle Eastern Sovereign/Japan Sovereign/Australia Sovereign/New Zealand Sovereign/Singapore Sovereign/Latin America Sovereign/Western European Sovereign/U. S. Municipal Full Faith and Credit/U. S. Municipal General Fund/U. S. Municipal Revenue] (*Specify per Reference Entity*)
- (iv) Maturity Date [●] (the "**Scheduled Maturity Date**") subject as provided in [§6(4)][.] [and] [§6(5)][.] [and] [§6(6)]⁴⁸⁷
- [The second Business Day following the scheduled maturity date of the Reference Obligation (the "**Scheduled Maturity Date**") subject as provided in [§6(4) and § 6(6)].⁴⁸⁸
- [●]
- [Express per Calculation Amount]
- (v) Redemption Amount [§6(25)(a) applies]
- [§6(26)(a) applies]⁴⁸⁹
- [§6(27)(a) applies]⁴⁹⁰
- [●]
- (vi) Trade Date [Not applicable]
- (vii) Additional Credit Business Centre(s): [●]
- (viii) Credit Business Day Convention [Following/Modified Following/Preceding] [Not applicable]
- (ix) Name and address of Calculation Agent responsible for making calculations and determinations [●]
- [●]
- (x) Reference Entity(ies)

⁴⁸⁶ If Date of Physical Settlement Matrix is not 29 May 2012 consider whether § 6(6) requires amendment. The Physical Settlement Matrix will be not applicable if Credit Linked Annex B is applicable.

⁴⁸⁷ Consider inserting this other than in the case of EM Pass-Through Securities.

⁴⁸⁸ Only applicable to EM Pass-Through Securities.

⁴⁸⁹ Only applicable to Zero Recovery Portfolio Securities.

⁴⁹⁰ Only applicable to Recovery Portfolio Securities.

[●]

(xi) Reference Obligation[s]
(Specify per Reference Entity)

Standard Reference Obligation: [Applicable] [Not applicable] (Not applicable if
Credit Linked Notes Annex A applies)

[If Standard Reference Obligation is applicable,
insert:

Senior Level: [Applicable] [Not
applicable]

Subordinated Level: [Applicable] [Not
applicable]

[If Credit Linked Notes Annex B
applies and there is a Non-
Standard Reference Obligation,
insert:

Non-Standard Reference
Obligation:]

[The obligation(s) identified as
follows]

Primary Obligor [●]

Guarantor [●]

Maturity [●]

Coupon [●]

CUSIP/ISIN [●] (Only include if Credit Linked
Notes Annex A applies or if
Standard Reference Obligation
does not apply)

Deliverable Obligations: [Applicable] [Not applicable] (Not applicable if
Credit Linked Notes Annex A applies or if the
Securities are Reference Obligation Only
Securities in which case delete the remaining sub-
paragraphs below)

[Deliverable Obligation Category: [Payment]
[Borrowed Money]
[Bond]
[Loan]
[Bond or Loan]

Deliverable Obligation
Characteristics: [Not Subordinated]
[Specified Currency:
[●] [Standard Specified Currencies]
[Not Sovereign Lender]
[Not Domestic Currency]
[Domestic Currency means: [●]
[Not Domestic Law]
[Listed]
[Not Domestic Issuance]
[Assignable Loan]

		[Consent Required Loan]
		[Direct Loan Participation]
		[Qualifying Participation Seller: - insert details]
		[Transferable]
		[Maximum Maturity:
		[●]]
		[Accelerated or Matured]
		[Not Bearer]]
		[Applicable]
(xii)	All Guarantees	[Not applicable]
		[As per Physical Settlement Matrix]
		Provisions relating to Qualifying Guarantee and Underlying Obligation: § 6(14) [applicable] [not applicable] ⁴⁹¹
(xiii)	First to Default	[Applicable]
		[Not applicable]
		<i>[If applicable:</i>
	Alternative Reference Entity	[Applicable][Not applicable]
	Spread Requirement Percentage	[●] per cent.] ⁴⁹²
(xiv)	Zero Recovery Portfolio Securities:	[Applicable]
		[Not applicable]
		<i>[If applicable insert:</i>
		Weighting Percentage: []]
(xv)	Zero Recovery Single Name Securities:	[Applicable]
		[Not applicable]
		[Applicable]
(xvi)	Recovery Portfolio Securities:	[Not applicable]
		<i>[If applicable insert:</i>
		Weighting Percentage: []]
		[Applicable]
(xvii)	EM Pass-Through Securities:	[Not applicable]
		<i>[If applicable insert:</i>
		FX Price Source: []]
		Fixing Rate Time: [●] /([●] time)
		[Not applicable]]
		[Bankruptcy]
(xviii)	Credit Events	[Failure to Pay]
		Grace Period Extension [applicable][not applicable][as per Physical Settlement Matrix]
		[Grace Period: [●]] ⁴⁹³

⁴⁹¹ Not applicable where Credit Linked Notes Annex B applies.
⁴⁹² Only applicable where First to Default is specified as applicable.
⁴⁹³ Insert Grace Period, if Grace Period Extension is applicable.

[Governmental Intervention] (Only available if
Credit Linked Notes Annex B applies)
[Obligation Default]
[Obligation Acceleration]
[Repudiation/Moratorium]
[Restructuring]
[As per Physical Settlement Matrix]
Provisions relating to Multiple Holder Obligation: §
6(12) [applicable][not applicable]
Provisions relating to Restructuring: § 6(11)
[applicable][not applicable]

[[Restructuring Maturity Limitation and Fully
Transferable Obligation] (if Credit Linked Notes
Annex A applies) / [Mod R] (If Credit Linked Notes
Annex B applies): [applicable] [not applicable]]

[[Modified Restructuring Maturity Limitation and
Conditionally Transferable Obligation] (If Credit
Linked Notes Annex A applies) / [Mod Mod R] (If
Credit Linked Notes Annex B applies):
[applicable] [not applicable]]

- (xix) Accrual of Interest upon a Credit Event: [Applicable][Not applicable]
- (xx) Financial Reference Entity Terms: [Applicable][Not applicable] (Not applicable if
Credit Linked Notes Annex A applies)
- (xxi) Subordinated European Insurance Terms: [Applicable][Not applicable] (Not applicable if
Credit Linked Notes Annex A applies)
- Default Requirement [●]
- Payment Requirement [●]
- (xxii) Credit Event Backstop Date [Applicable]
[Not applicable] [insert date if required]⁴⁹⁴
- (xxiii) DC Determinations [Applicable]
[Not applicable]
- (xxiv) Notice of Publicly Available Information [Applicable] [Not applicable]
- [Public Source(s): [●]
Specified Number: [●]]⁴⁹⁵
- (xxv) Obligation(s) [Payment]
Obligation Category⁴⁹⁶ [Borrowed Money]
[Reference Obligations Only]
[Bond]
[Loan]
[Bond or Loan]
[As per Physical Settlement Matrix]
- Obligation Characteristics⁴⁹⁷

⁴⁹⁴ The Credit Event Backstop Date should only be specified as applicable where DC Determinations is applicable.
⁴⁹⁵ Insert if Notice of Publicly Available Information is applicable.
⁴⁹⁶ Select one only.
⁴⁹⁷ Select all of which apply.

		[Not Subordinated]
		[Specified Currency:]
		[[●] ⁴⁹⁸] [Standard Specified Currencies]
		[Not Sovereign Lender]
		[Not Domestic Currency:]
		[Domestic Currency means: [●] ⁴⁹⁹]
		[Not Domestic Law]
		[Listed]
		[Not Domestic Issuance]
		[As per Physical Settlement Matrix]
	Additional Obligation(s)	[]
(xxvi)	Excluded Obligation(s)	[]
(xxvii)	Whether settlement of the Securities will be by (a) Auction Settlement, (b) Cash Settlement or (c) Physical Delivery	[Auction Settlement] [Cash Settlement] [Physical Delivery] [Not applicable]
(xxviii)	Fallback Settlement Method	[Cash Settlement] [Physical Delivery] [Not applicable] ⁵⁰⁰
(xxix)	Merger Event	§ 6(9) [applicable] [not applicable] [Merger Event Redemption Date: [[●] ⁵⁰¹]]
(xxx)	Unwind Costs	[Applicable][Not applicable] [If applicable, insert: [Standard Unwind Costs/other]]
(xxxi)	Provisions relating to Monoline Insurer as Reference Entity ⁵⁰²	[Insert if Credit Linked Notes Annex A applies: § 6(13)(i):] [Applicable] [Not applicable] [Insert if Credit Linked Notes Annex A applies: § 6(13)(ii):] [Applicable] [Not applicable] [As per Physical Settlement Matrix]
(xxxii)	Additional provisions for the Russian Federation	[Insert if Credit Linked Notes Annex A applies: § 6(17):] [Applicable] [Not applicable] [As per Physical Settlement Matrix]
(xxxiii)	Additional Provisions for the Republic of Hungary	[Insert if Credit Linked Notes Annex A applies: § 6(18):] [Applicable] [Not applicable] [As per Physical Settlement Matrix]
(xxxiv)	Additional Provisions for the Argentine Republic	[Insert if Credit Linked Notes Annex A applies: § 6(19):] [Applicable] [Not applicable] [As per Physical Settlement Matrix]
(xxxv)	Additional Provisions for LPN Reference Entities	[Insert if Credit Linked Notes Annex A applies: § 6(20):] [Applicable] [Not applicable] [As per Physical Settlement Matrix]
(xxxvi)	Additional Provisions for STMicroelectronics NV	[Insert if Credit Linked Notes Annex A applies: § 6(21):] [Applicable] [Not applicable] [As per Physical Settlement Matrix]
(xxxvii)	Additional Provisions for U.S. Municipal Entity as Reference Entity	[Insert if Credit Linked Notes Annex A applies: § 6(22):] [Applicable] [Not applicable] [As per Physical Settlement Matrix]
(xxxviii)	Additional Provisions for Sukuk Corporate and Sukuk Sovereign Transaction Types	[Insert if Credit Linked Notes Annex A applies: § 6(23):] [Applicable] [Not applicable] [As per Physical Settlement Matrix]

Terms relating to Cash Settlement⁵⁰³

⁴⁹⁸ Insert currency as the case may be.
⁴⁹⁹ Insert currency as the case may be.
⁵⁰⁰ Only applicable where Auction Settlement is applicable.
⁵⁰¹ Insert if §6 (9) is applicable.
⁵⁰² If applicable, only one of § 6(13)(i) and § 6(13)(ii) should be specified.

- (xxxix) Credit Event Redemption Amount [Express per Calculation Amount][Not applicable]
 (xl) Credit Event Redemption Date [[●] Business Days] [Not applicable]
 (xli) Fixed Recovery⁵⁰⁴ [Applicable
 [●] per cent.]
 [Not applicable]
- (xlii) Valuation Date [Single Valuation Date: [●] Business Days]
 [Multiple Valuation Dates: [●] Business Days; and
 each [●] Business Days thereafter.
 Number of Valuation Dates: [●]][Not applicable]
- (xlili) Valuation Time [●][Not applicable]
 (xliv) Quotation Method [Bid/Offer/Mid-market] [Not applicable]
 (xlv) Quotation Amount [[●]/Representative Amount] [Not applicable]
 (xlvi) [Minimum Quotation Amount] [●][Not applicable]
 (xlvii) Quotation Dealers [●][Not applicable]
 (xlviii) [If Credit Linked Notes Annex A
 applies, insert: Quotations] [If
 Credit Linked Notes Annex B
 applies, insert: Accrued Interest]: [Include Accrued Interest]
 [Exclude Accrued Interest] [Not applicable]
- (xlix) Valuation Method [Market/Highest]
 [Average Market/Highest/Average Highest]
 [Blended Market/Blended Highest] (*Only available
 if Credit Linked Notes Annex A applies*)
 [Average Blended Market/Average Blended
 Highest]
 (*Only available if Credit Linked Notes Annex A
 applies*)
 [Not applicable]
- (l) Other terms or special conditions [●]

Terms relating to Physical Delivery⁵⁰⁵

- (i) Physical Settlement Period [[●] Business Days]
 [As per Physical Settlement Matrix] [Not
 applicable]
- (ii) Asset Amount [Include Accrued Interest] [Exclude Accrued
 Interest] [Not applicable]
- (iii) Settlement Currency [●][Not applicable]
- (iv) Deliverable Obligations [Payment]
 Deliverable Obligation [Borrowed Money]
 Category⁵⁰⁶ [Reference Obligations Only]
 [Bond]
 [Loan]
 [Bond or Loan]
 [As per Physical Settlement Matrix]
 [Not applicable]

⁵⁰³ Specify "Not applicable" against each item unless Cash Settlement is specified as the Fallback Settlement Method and/or Auction Settlement or Cash Settlement is specified as the Settlement Method in which case complete as applicable.

⁵⁰⁴ Fixed Recovery can only apply if the Settlement Method is Cash Settlement. If Fixed Recovery applies items (xxx) to (xxxvii) should be not applicable.

⁵⁰⁵ Specify "Not applicable" against each item unless Physical Delivery is specified as the Settlement Method or Fallback Settlement Method in which case complete as applicable.

⁵⁰⁶ Select one only.

Deliverable Obligation Characteristics⁵⁰⁷

[Not Subordinated]
 [Specified Currency: []⁵⁰⁸]
 [Standard Specified Currencies]
 [Not Sovereign Lender]
 [Not Domestic Currency]
 [Domestic Currency means: []⁵⁰⁹]
 [Not Domestic Law]
 [Listed]
 [Not Contingent] (*Only available if Credit Linked Notes Annex A applies*)
 [Not Domestic Issuance]
 [Assignable Loan]
 [Consent Required Loan]
 [Direct Loan Participation]
 [Qualifying Participation Seller: – insert details]
 [Transferable]
 [Maximum Maturity: []
 [Accelerated or Matured]
 [Not Bearer]
 [As per Physical Settlement Matrix] [Not applicable]

	Additional Obligation(s)	Deliverable	[<input checked="" type="checkbox"/>][Not applicable]
(v)	Excluded Obligation(s)	Deliverable	[<input checked="" type="checkbox"/>][Not applicable]
(vi)	Indicative Quotations		[Applicable] [Not applicable]
(vii)	Cut-Off Date		[<input checked="" type="checkbox"/>][Not applicable]
(viii)	Include Accrued Interest:		[Applicable] [Not applicable]
(ix)	Delivery provisions for Asset Amount (including details of who is to make such delivery) if different from Terms and Conditions		[] [Not applicable]
(xix)	Other terms or special conditions		[] [Not applicable]

18. OTHER TERMS OR SPECIAL CONDITIONS
WEITERE BEDINGUNGEN ODER
BESONDERE BEDINGUNGEN

[Applicable
Anwendbar]
 [Not applicable
Nicht anwendbar]
 [Insert details
Details einfügen]

⁵⁰⁷ Select all of which apply
⁵⁰⁸ Insert Currency as the case may be.
⁵⁰⁹ Insert currency as the case may be.

PART II: Additional Information

Teil II: Zusätzliche Angaben

1. ADMISSION TO TRADING, LISTING AND DEALING ARRANGEMENTS ZULASSUNG ZUM HANDEL, NOTIERUNG UND HANDELSREGELN

Listing(s) and admission to trading [Yes
Börsenzulassung(en) und Notierungsaufnahme Ja]
[No
Nein]

[Euro MTF
Euro MTF]

[Frankfurt Stock Exchange
Frankfurter Wertpapierbörse]

[Open Market
Freiverkehr]

[Italian multilateral trading facility] [insert details]

*italienische multilaterales
Handelssystem*
[Einzelheiten einfügen]

[[Madrid][Barcelona][Bilbao][Valencia]Stock
Exchange]
[AIAF]
[Wertpapierbörse
[Madrid][Barcelona][Bilbao][Valencia]]

[SIX Swiss Exchange, Zurich,
Switzerland]

*SIX Swiss Exchange, Zürich,
Schweiz*

[Specify other listing]

**2. RATINGS
RATINGS**

[The Securities have not been rated.
Die Schuldverschreibungen wurden nicht geratet.]

[The Securities to be issued [[have been]/[are expected to be]] rated [insert details] by [insert the legal name of the relevant credit rating agency entity(ies)].

**3. INTEREST OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER
INTERESSEN VON SEITEN NATÜRLICHER UND JURISTISCHER PERSONEN, DIE AN DER
EMISSION/DEM ANGEBOT BETEILIGT SIND**

[Save for the fees payable to the [Dealer[s]] [Management Group], so far as the Issuer is aware, no person involved in the issue or offering of the Securities has an interest material to the issue or the offering.

Mit Ausnahme der an [den Platzeur] [die Platzeure] [das Bankenkonsortium] zu zahlenden Gebühren haben die an der Emission bzw. dem Angebot der Schuldverschreibungen beteiligten Personen – soweit die Emittentin hiervon Kenntnis hat – kein materielles Interesse an der Emission bzw. dem Angebot.]

[Specify any other interest which is material to the issue or the offering, specifying persons involved and types of interest.

Jegliche anderen Interessen angeben, die für die Emission bzw. das Angebot von ausschlaggebender Bedeutung sind, unter Angabe der involvierten Personen und der Art der Interessen.]

**4. DISTRIBUTION
VERTRIEB**

Method of distribution [Non-syndicated
Nicht syndiziert]
Vertriebsmethode

[Syndicated
Syndiziert]

If non-syndicated, name of relevant Dealer: [●]
Wenn nicht-syndiziert, Name des jeweiligen Dealer: [●]

Stabilisation Manager [None
Keiner]
Kursstabilisierender Manager [Insert details
Einzelheiten einfügen]

Settlement Instructions Delivery [against] [free of] payment
Abwicklungsanweisungen [Zug-um-Zug Lieferung] [Lieferung
frei von Zahlung]

⁵¹⁰ Note the relevant market should not be a regulated market.

5. SECURITIES IDENTIFICATION NUMBERS
WERTPAPIERKENNNUMMERN

Common Code	<input type="checkbox"/>
<i>Common Code</i>	<input type="checkbox"/>
ISIN Code	<input type="checkbox"/>
<i>ISIN Code</i>	<input type="checkbox"/>
German Securities Identification Number (WKN)	<input type="checkbox"/>
<i>Wertpapierkennnummer (WKN)</i>	<input type="checkbox"/>
Swiss Security Number	<input type="checkbox"/>
<i>Schweizer Valorenummer</i>	<input type="checkbox"/>
	<input type="checkbox"/>
Central Valores Mobiliários Code (CVM)	<input type="checkbox"/>
<i>Central Valores Mobiliários Code (CVM)</i>	<input type="checkbox"/>
Any other securities number	<input type="checkbox"/>
<i>Sonstige Wertpapiernummer</i>	<input type="checkbox"/>

6. EUROSISTEM ELIGIBILITY
EUROSISTEM-FÄHIGKEIT

Intended to be held in a manner which would allow Eurosystem eligibility. [Yes] [No]

[Note that the designation “yes” simply means that the Securities are intended upon issue [to be deposited with (i) one of the ICSDs as common safekeeper or (ii) Clearstream Banking AG, Frankfurt], [to be registered with Interbolsa], and does not necessarily mean that the Securities will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]⁵¹¹

[Whilst the designation is specified as “no” at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Securities are capable of meeting them the Securities may then be [deposited with (i) one of the ICSDs as common safekeeper or (ii) Clearstream Banking AG, Frankfurt], [registered with Interbolsa]. Note that this does not necessarily mean that the Securities will then be recognised as eligible

⁵¹¹ Include this text if “yes” is selected in which case the Securities must be issued in NGN form or deposited with CBF.

collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]⁵¹²

Es ist vorgesehen, dass die Schuldverschreibungen *in Eurosystem-fähiger Weise gehalten werden.*

[Ja] [Nein]

[Es wird darauf hingewiesen, dass „Ja“ hier lediglich bedeutet, dass die Wertpapiere nach ihrer Begebung bei [(i) einem der ICSDs als gemeinsamen Verwahrer oder (ii) Clearstream Banking AG, Frankfurt verwahrt][bei Interbolsa registriert] werden; es bedeutet nicht notwendigerweise, dass die Schuldverschreibungen bei ihrer Begebung, zu irgendeinem anderen Zeitpunkt während ihrer Laufzeit oder während ihrer gesamten Laufzeit als zulässige Sicherheiten für die Zwecke der Geldpolitik oder für Innertageskredite des Eurosystems anerkannt werden. Eine solche Anerkennung ist abhängig davon, ob die Zulassungskriterien des Eurosystems erfüllt sind.]⁵¹³

[Auch wenn zum Datum dieses Konditionenblatts "nein" angegeben ist, können die Wertpapiere zu einem späteren Zeitpunkt [bei (i) einem ICSD als gemeinsamem Verwahrer oder (ii) Clearstream Banking AG, Frankfurt verwahrt werden] [bei Interbolsa registriert werden], wenn die Zulässigkeitskriterien des Eurosystems künftig so geändert werden, dass sie von den Wertpapieren erfüllt werden. Es wird darauf hingewiesen, dass dies nicht notwendigerweise bedeutet, dass die Wertpapiere zu irgendeinem Zeitpunkt während ihrer Laufzeit als zulässige Sicherheiten für die Zwecke der Geldpolitik oder für Innertageskredite des Eurosystems anerkannt werden. Eine solche Anerkennung ist abhängig davon, ob die Zulassungskriterien des Eurosystems nach Auffassung der EZB erfüllt sind.]⁵¹⁴

⁵¹² Include this text if "no" is selected in which case the Securities must be issued in NGN form or deposited with CBF.

⁵¹³ *Diesen Text einfügen, wenn „Ja“ gewählt wird; in diesem Fall müssen die Schuldverschreibungen in NGN-Format begeben oder von CBF verwahrt werden.*

⁵¹⁴ *Diesen Text einfügen, wenn „Nein“ gewählt wird; in diesem Fall müssen die Schuldverschreibungen in NGN-Format begeben oder von CBF verwahrt werden.*

**7. ADDITIONAL TAX INFORMATION
ZUSÄTZLICHE ANGABEN ZUR BESTEUERUNG**

[Not applicable
Nicht anwendbar]

[Insert details
Einzelheiten einfügen]

**8. ADDITIONAL TRANSFER AND SELLING RESTRICTIONS
ZUSÄTZLICHE ÜBERTRAGUNGS- UND VERKAUFSBESCHRÄNKUNGEN**

[Not applicable
Nicht anwendbar]

[Insert Details
Einzelheiten einfügen]

THIRD PARTY INFORMATION

The Issuer accepts responsibility for the information contained in this Pricing Supplement as set out in the Responsibility Statement on page 62 of the Prospectus provided that, with respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted, the omission of which would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy thereof.

Die Emittentin übernimmt die Verantwortung für die in diesem Konditionenblatt enthaltenen Informationen, wie im Responsibility Statement auf Seite 62 des Prospekts bestimmt. Hinsichtlich der hierin enthaltenen und als solche gekennzeichneten Informationen von Seiten Dritter gilt Folgendes: (i) die Emittentin bestätigt, dass diese Informationen zutreffend wiedergegeben worden sind und – soweit es der Emittentin bekannt ist und sie aus den von diesen Dritten zur Verfügung gestellten Informationen ableiten konnte – keine Fakten unterschlagen wurden, deren Fehlen die reproduzierten Informationen unzutreffend oder irreführend gestalten würden, und (ii) die Emittentin hat diese Informationen nicht selbständig überprüft und übernimmt keine Verantwortung für ihre Richtigkeit.

Deutsche Bank Aktiengesellschaft

[acting through [its [London] [Sydney] [Milan] [Hong Kong] [Singapore] [insert other branch] Branch] [Deutsche Bank Aktiengesellschaft, Sucursal em Portugal (its branch in Portugal)] [Deutsche Bank Aktiengesellschaft, Sucursal en España (its branch in Spain)]]
[handelnd durch [ihre Zweigniederlassung [London] [Sydney] [Mailand] [andere Zweigniederlassung einfügen] [Deutsche Bank Aktiengesellschaft, Sucursal em Portugal (ihre Zweigniederlassung in Portugal)] [Deutsche Bank Aktiengesellschaft, Sucursal en España (ihre Zweigniederlassung in Spanien)]]]

[Name & Title of signatories]
[Name und Titel der Unterzeichnenden]

[Name & Title of signatories]
[Name und Titel der Unterzeichnenden]

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TAXATION

PROSPECTIVE PURCHASERS OF SECURITIES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISERS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF SECURITIES.

GENERAL TAXATION INFORMATION

The information provided below does not purport to be a complete summary of the tax law and practice currently available. Potential purchasers of Securities are therefore advised to consult their own tax advisers as to the tax consequences of transactions involving Securities.

Purchasers and/or sellers of Securities may be required to pay stamp taxes and other charges in accordance with the laws and administrative practices of the country in which they are domiciled or deemed to be domiciled for tax purposes in addition to the issue price or (if different) purchase price of the Securities.

Transactions involving Securities (including purchases, transfer or redemption), the accrual or receipt of any interest payable under the Securities and the death of a holder of any Security may have tax consequences which may depend, amongst other things, upon the tax status of the potential purchaser and may relate to stamp duty, stamp duty reserve tax, income tax, corporation tax, capital gains tax and inheritance tax.

RESPONSIBILITY OF THE ISSUER FOR THE WITHHOLDING OF TAXES AT SOURCE

The Issuer does not assume any responsibility for the withholding of taxes at source.

EU SAVINGS DIRECTIVE

Under Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of other Member States details of certain payments of interest or similar income paid or secured by a person established in a Member State to or for the benefit of an individual resident in another Member State or certain limited types of entities established in another Member State. On 24 March 2014, the Council of the European Union adopted a Council Directive amending and broadening the scope of the requirements described above. Member States are required to apply these new requirements from 1 January 2017. The changes will expand the range of payments covered by the Directive, in particular to include additional types of income payable on securities. The Directive will also expand the circumstances in which payments that indirectly benefit an individual resident in a Member State must be reported. This approach will apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

For a transitional period, Luxembourg and Austria are required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments. The changes referred to above will broaden the types of payments subject to withholding in those Member States which still operate a withholding system when they are implemented. In April 2013, the Luxembourg Government announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information exchange under the Directive.

The end of the transitional period is dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

GERMANY

The following is a general discussion of certain German tax consequences of the acquisition, holding and disposal of Securities. It does not purport to be a comprehensive description of all German tax considerations that may be relevant to a decision to purchase Securities, and, in particular, does not consider any specific facts or circumstances that may apply to a particular purchaser. This summary is based on the laws of Germany currently in force and as applied on the date of this Base Prospectus, which are subject to change, possibly with retroactive or retrospective effect.

As each Series or Tranche, respectively, of Securities may be subject to a different tax treatment due to the specific terms of such Series or Tranche, respectively, as set out in the respective Final Terms (or Pricing Supplement, in the case of Exempt Securities), the following section only provides some general information on the possible tax treatment. Tax consequences that may arise if an investor combines certain series of Securities so that he or she derives a certain return are not discussed herein.

Prospective purchasers of Securities are advised to consult their own tax advisors as to the tax consequences of the purchase, ownership and disposition of Securities, including the effect of any state, local or church taxes, under the tax laws of Germany and each country of which they are residents or whose tax laws apply to them for other reasons.

Tax Residents

The section "Tax Residents" refers to persons who are tax residents of Germany (*i.e.* persons whose residence, habitual abode, statutory seat, or place of effective management and control is located in Germany).

Withholding tax on ongoing payments and capital gains

Ongoing payments received by an individual Securityholder will be subject to German withholding tax (*Abgeltungsteuer*) if the Securities are kept in a custodial account with a German branch of a German or non-German bank or financial services institution, a German securities trading company or a German securities trading bank (each, a **Disbursing Agent**, *auszahlende Stelle*). The tax rate is 25 per cent. (plus solidarity surcharge at a rate of 5.5 per cent. thereon, the total withholding being 26.375 per cent.). Individuals subject to church tax may apply in writing for church tax to be levied by way of withholding also. Absent such application, such individuals have to include their investment income in their income tax return and will then be assessed to church tax. After 31 December 2014 an electronic information system for church withholding tax purposes will apply in relation to investment income, with the effect that church tax will be collected by the Disbursing Agent by way of withholding unless the investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*) in which case the investor will be assessed to church tax.

The same treatment applies to capital gains (*i.e.* the difference between the proceeds from the disposal, redemption, repayment or assignment after deduction of expenses directly related to the disposal, redemption, repayment or assignment and the cost of acquisition) derived by an individual Securityholder provided the Securities have been held in a custodial account with the same Disbursing Agent since the time of their acquisition. Where Securities are issued in a currency other than Euro any currency gains or losses are part of the capital gains. If interest coupons or interest claims are disposed of separately (*i.e.* without the Securities), the proceeds from the disposition are subject to withholding tax. The same applies to proceeds from the payment of interest coupons or interest claims if the Securities have been disposed of separately.

In case of a physical settlement of certain Securities which grant the Issuer or the individual Securityholder the right to opt for a physical delivery of underlying securities instead of a money payment, generally no withholding tax has to be withheld by the Disbursing Agent as such exchange of the Securities into the underlying securities does not result in a taxable gain for the individual Securityholder. The acquisition costs of the Securities may be regarded as proceeds from the disposal of the Securities and hence as

acquisition costs of the underlying securities received by the individual Securityholder upon physical settlement; any consideration received by the Securityholder in addition to the underlying securities may be subject to withholding tax. However, withholding tax may then apply to any gain from the disposal, redemption, repayment or assignment of the securities received in exchange for the Securities. This gain will be deemed to be the difference between the proceeds from the disposal, redemption, repayment or assignment of the securities received in exchange for the Securities (net of any expenses directly related to the disposal) over the acquisition costs of the Securities. Any loss realised upon the disposal of shares received in exchange for the Securities can only be offset against capital gains deriving from the disposal of shares.

To the extent the Securities have not been kept in a custodial account with the same Disbursing Agent since the time of their acquisition, upon the disposal, redemption, repayment or assignment withholding tax applies at a rate of 26.375 per cent. (including solidarity surcharge, plus church tax, if applicable) to 30 per cent. of the disposal proceeds, (plus interest accrued on the Securities (**Accrued Interest**, *Stückzinsen*), if any), unless the current Disbursing Agent has been notified of the actual acquisition costs of the Securities by the previous Disbursing Agent or by a statement of a bank or financial services institution within the European Economic Area or certain other countries in accordance with art. 17 para. 2 of the EU Savings Directive (e.g. Switzerland or Andorra).

Pursuant to a tax decree issued by the German Federal Ministry of Finance dated 9 October 2012 a bad debt-loss (*Forderungsausfall*) and a waiver of a receivable (*Forderungsverzicht*), to the extent the waiver does not qualify as a hidden capital contribution, shall not be treated like a disposal. Accordingly, losses suffered upon such bad debt-loss or waiver shall not be tax-deductible. The same rules should be applicable according to the said tax decree, if the Securities expire worthless so that losses may not be tax-deductible at all. A disposal of the Securities will only be recognised according to the view of the tax authorities, if the received proceeds exceed the respective transaction costs. Where the Securities provide for instalment payments, such instalment payments shall always qualify as taxable savings income, unless the terms and conditions of the Securities provide explicit information regarding redemption or partial redemption during the term of the Securities and the contractual parties comply with these terms and conditions. It is further stated in the tax decree that, if, in the case of Securities providing for instalment payments, there is no final payment at maturity, the expiry of such Securities shall not be deemed as a sale, with the consequence that any remaining acquisition costs could not be deducted for tax purposes.

In computing any German tax to be withheld, the Disbursing Agent may – subject to certain requirements and restrictions – deduct from the basis of the withholding tax negative investment income realised by the individual Securityholder via the Disbursing Agent (e.g. losses from sale of other securities with the exception of shares). The Disbursing Agent may also deduct Accrued Interest on the Securities or other securities paid separately upon the acquisition of the respective security via the Disbursing Agent. In addition, subject to certain requirements and restrictions the Disbursing Agent may credit foreign withholding taxes levied on investment income (*Einkünfte aus Kapitalvermögen*) in a given year regarding securities held by the individual Securityholder in the custodial account with the Disbursing Agent to the extent such foreign withholding taxes cannot be reclaimed in the respective foreign country.

An individual Securityholder may be entitled to an annual allowance (*Sparer-Pauschbetrag*) of Euro 801 (Euro 1,602 for married couples filing jointly) for all investment income received in a given year. Upon the individual Securityholder filing an exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent, the Disbursing Agent will take the allowance into account when computing the amount of tax to be withheld. No withholding tax will be deducted if the Securityholder has submitted to the Disbursing Agent a certificate of non-assessment (*Nichtveranlagungsbescheinigung*) issued by the competent local tax office.

German withholding tax will not apply to gains from the disposal, redemption, repayment or assignment of Securities held by a corporation as Securityholder while ongoing payments, such as interest payments under a coupon, are subject to withholding tax. The same exemption for capital gains may be applied for where the Securities form part of a trade or business subject to further requirements being met. In these cases the Disbursing Agent may not take into account losses or foreign taxes withheld when determining the amount of tax to be withheld.

Taxation of current income and capital gains

The personal income tax liability of an individual Securityholder deriving income from capital investments under the Securities is, in principle, settled by the tax withheld. To the extent withholding tax has not been levied, such as in case of Securities kept in custody abroad or if no Disbursing Agent is involved in the payment process, the individual Securityholder must report his or her income and capital gains derived from the Securities on his or her tax return and then will also be taxed at a rate of 25 per cent. (plus solidarity surcharge and church tax thereon, where applicable). If the withholding tax on a disposal, redemption, repayment or assignment has been calculated from 30 per cent. of the disposal proceeds (rather than from the actual gain), an individual Securityholder may and in case the actual gain is higher than 30 per cent. of the disposal proceeds must also apply for an assessment on the basis of his or her actual acquisition costs. Further, an individual Securityholder may request that all investment income of a given year is taxed at his or her lower individual tax rate based upon an assessment to tax with any withholding tax withheld in excess of the tax assessed being refunded. In each case, the deduction of expenses (other than transaction costs) on an itemized basis is disallowed. Further, any loss resulting from the Securities can only be off-set against investment income of the individual Securityholder realised in the same or following years. Where Securities form part of a trade or business or the income from the Securities qualifies as income from the letting and leasing of property the withholding tax, if any, will not settle the personal or corporate income tax liability. Where Securities form part of the property of a trade or business, interest (accrued) must be taken into account as income. Where Securities qualify as zero bonds and form part of a trade or business, each year the part of the difference between the issue or purchase price and the redemption amount (if such amount is fixed at the time of the acquisition) attributable to such year as well as interest accrued must be taken into account as interest income. The respective Securityholder will have to report income and related (business) expenses on the tax return and the balance will be taxed at the Securityholder's applicable tax rate. Withholding tax levied, if any, will be credited against the personal or corporate income tax of the Securityholder. Where Securities form part of the property of a German trade or business the current income and gains from the disposal, redemption, repayment or assignment of the Securities may also be subject to German trade tax. Generally, the deductibility of capital losses from the Securities that qualify for tax purposes as contracts for difference is limited. These losses may only be applied against profits from other contracts for difference derived in the same or, subject to certain restrictions, the previous year. Otherwise these losses can be carried forward indefinitely and applied against profits from contracts for difference in subsequent years. This generally does not apply to contracts for difference hedging risks from the Securityholder's ordinary business. Further special rules apply to credit institutions, financial services institutions and finance companies within the meaning of the German Banking Act.

In the case of physically settled Securities, special limitations may apply to losses from the disposal of an underlying that is a share in a corporation.

German Investment Tax Act

German tax consequences different from those discussed above would arise if the respective Securities or the underlying securities delivered upon physical delivery were to be regarded as investment fund units within the meaning of the German Investment Tax Act (*Investmentsteuergesetz*). In such case, the withholding tax requirements for the Disbursing Agent as well as the taxation of the Securityholder would depend on whether the disclosure and reporting requirements of the German Investment Tax Act were fulfilled. The Securityholder may be subject to tax on unrealised income or, in case the reporting and disclosure requirements are not fulfilled, on income deemed received on a lump-sum basis (so-called penalty-taxation). Such income may be offset against any capital gains realised upon disposal of the Securities or the underlying securities received, respectively, subject to certain requirements.

Non-residents

Interest, including Accrued Interest, and capital gains are not subject to German taxation, unless (i) the Securities form part of the business property of a permanent establishment, including a permanent representative, or a fixed base maintained in Germany by the Securityholder; or (ii) the income otherwise constitutes German-source income. In cases (i) and (ii) a tax regime similar to that explained above under "Tax Residents" applies.

Non-residents of Germany are, in general, exempt from German withholding tax on interest and the solidarity surcharge thereon. However, where the interest is subject to German taxation as set forth in the preceding paragraph and the Securities are held in a custodial account with a Disbursing Agent, withholding tax may be levied under certain circumstances. Where Securities are not kept in a custodial account with a Disbursing Agent and interest or proceeds from the disposal, assignment or redemption of a Security or an interest coupon are paid by a Disbursing Agent to a non-resident upon delivery of the Securities or interest coupons, withholding tax generally will also apply. The withholding tax may be refunded based on an assessment to tax or under an applicable tax treaty.

Inheritance and Gift Tax

No inheritance or gift taxes with respect to any Securities will arise under the laws of Germany, if, in the case of inheritance tax, neither the deceased nor the beneficiary, or, in the case of gift tax, neither the donor nor the donee, is a resident of Germany and such Security is not attributable to a German trade or business for which a permanent establishment is maintained, or a permanent representative has been appointed, in Germany. Exceptions from this rule apply to certain German expatriates.

Other Taxes

No stamp, issue or registration taxes or such duties will be payable in Germany in connection with the issuance, delivery or execution of the Securities. Currently, net assets tax is not levied in Germany.

The European Commission and certain EU Member States (including Germany) are currently intending to introduce a financial transaction tax (**FTT**) (presumably on secondary market transactions involving at least one financial intermediary). It is currently proposed that the FTT should be introduced in the participating Member States on 1 January 2014.

EU Savings Directive

By legislative regulations dated 26 January 2004 the Federal Government enacted provisions implementing the information exchange on the basis of the EU Savings Directive into German law. These provisions apply from 1 July 2005.

Grossed-up Securities and Special Exception in Germany

According to the Terms and Conditions of the Securities, the Issuer may undertake in case of withholding of taxes at source or deduction of taxes at source for or on account of any present or future taxes, fees, duties, assessments or governmental charges of whatever nature which are imposed or levied by or on behalf of the country of domicile (or residence for tax purposes) of the Issuer or Germany or any political subdivision thereof or any authority or agency therein or thereof having power to tax (the **"Withholding Tax"** in this paragraph), unless withholding of tax by the Issuer is required by law, to pay additional amounts as may be necessary, subject to certain exceptions as set forth in the Terms and the Conditions of the Securities, in order that the net amounts receivable by the Securityholder after the withholding or deduction of such Withholding Tax shall equal the respective amounts which would have been receivable by such Securityholder had no such Withholding Tax been required. In accordance with these exceptions the withholding tax to be withheld by a Disbursing Agent on investment income (*e.g.* interest payments and capital gains) under the flat-tax regime (*Abgeltungsteuer*), the solidarity surcharge (*Solidaritätszuschlag*) thereon and, if applicable, church tax (*Kirchensteuer*) do not constitute such a Withholding Tax. The Issuer may also choose not to undertake to gross up payments as described above. The Final Terms (or Pricing Supplement, in the case of Exempt Securities) of the relevant Securities will specify whether the Terms and Conditions of the respective Securities provide for the obligation to gross up.

LUXEMBOURG

The following summary is of a general nature and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. The information contained within this section is limited to Luxembourg withholding tax issues and prospective investors in the Securities should therefore consult their own professional advisers as

to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), a solidarity surcharge (*contribution au fonds pour l'emploi*) as well as personal income tax (*impôt sur le revenu*) generally. Investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers resident in Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

Taxations of the Holders of Securities

Withholding Tax

Non-resident holders of Securities

Under Luxembourg general tax laws currently in force and subject to the laws of 21 June 2005, as amended (the “**Laws**”) mentioned below, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Securities, nor on accrued but unpaid interest in respect of the Securities, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Securities held by non-resident holders of Securities.

Under the Laws implementing Council Directive 2003/48/EC of 3 June 2003 on the taxation of savings income and ratifying the treaties entered into by Luxembourg and certain dependent and associated territories of EU Member States (the “**Territories**”), payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the immediate benefit of an individual beneficial owner or a residual entity (within the meaning of the Laws) resident in, or established in, an EU Member State (other than Luxembourg) or one of the Territories will be subject to a withholding tax unless the relevant recipient has adequately instructed the relevant paying agent to provide details of the relevant payments of interest or similar income to the competent Luxembourg fiscal authority in order for such information to be communicated to the competent tax authorities of the beneficiaries country of residence or establishment or, in the case of an individual beneficial owner, has provided a tax certificate issued by the fiscal authorities of his/her country of residence in the required format to the relevant paying agent. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Securities coming within the scope of the Laws will be subject to a withholding tax at a rate of 35 per cent.

In April 2013, the Luxembourg Government announced its intention to abolish the withholding system with effect from 1 January 2015 in favour of automatic information exchange under the Directive.

Resident holders of Securities

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the “**Law**”) mentioned below, there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Securities, nor on accrued but unpaid interest in respect of Securities, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Securities held by Luxembourg resident holders of Securities.

Under the Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is resident of Luxembourg or to a residual entity (within the meaning of the Laws) established in an EU Member State (other than Luxembourg) or one of the Territories and securing such payments for the benefit of such individual beneficial owner will be subject to

a withholding tax of 10 per cent. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Securities coming within the scope of the law will be subject to a withholding tax rate at a rate of 10 per cent.

Income Taxation

Non-resident holders of Securities

A non-resident holder of Securities, not having a permanent establishment or permanent representative in Luxembourg to which/whom such Securities are attributable, is not subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Notes. A gain realised by such non-resident holder of Securities on the sale or disposal, in any form whatsoever, of the Securities is further not subject to Luxembourg income tax.

A non-resident corporate holder of Securities or an individual holder of Securities acting in the course of the management of a professional or business undertaking, who has a permanent establishment or permanent representative in Luxembourg to which or to whom such Securities are attributable, is subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Securities and on any gains realised upon the sale or disposal, in any form whatsoever, of the Securities.

Resident holders of Securities

A corporate holder of Securities must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realised on the sale or disposal, in any form whatsoever, of the Securities, in its taxable income for Luxembourg income tax assessment purposes. The same inclusion applies to an individual holder of Securities, acting in the course of the management of a professional or business undertaking.

A holder of Securities that is governed by the law of 11 May 2007 on family estate management companies, as amended, or by the law of 17 December 2010 on undertakings for collective investment, or by the law of 13 February 2007 on specialised investment funds, as amended, is neither subject to Luxembourg income tax in respect of interest accrued or received, any redemption premium or issue discount, nor on gains realised on the sale or disposal, in any form whatsoever, of the Securities.

An individual holder of Securities, acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax at progressive rates in respect of interest received, redemption premiums or issue discounts, under the Securities, except if (i) withholding tax has been levied on such payments in accordance with the Law, or (ii) the individual holder of the Securities has opted for the application of a 10 per cent. tax in full discharge of income tax in accordance with the Law, which applies if a payment of interest has been made or ascribed by a paying agent established in a EU Member State (other than Luxembourg), or in a Member State of the European Economic Area (other than a EU Member State), or in a state that has entered into a treaty with Luxembourg relating to the EU Savings Directive. A gain realised by an individual holder of Securities, acting in the course of the management of his/her private wealth, upon the sale or disposal, in any form whatsoever, of Securities is not subject to Luxembourg income tax, provided this sale or disposal took place more than six months after the Securities were acquired. However, any portion of such gain corresponding to accrued but unpaid interest income is subject to Luxembourg income tax, except if withholding tax has been levied on such interest in accordance with the Law.

An individual holder of Securities acting in the course of the management of a professional or business undertaking must include this interest in its taxable basis. If applicable, the tax levied in accordance with the Law will be credited against his/her final tax liability.

Net Wealth Taxation

A corporate holder of Securities, whether it is resident of Luxembourg for tax purposes or, if not, it maintains a permanent establishment or a permanent representative in Luxembourg to which such Securities are attributable, is subject to Luxembourg wealth tax on such Securities, except if the holder of Securities is governed by the law of 11 May 2007 on family estate management companies, or by the law of 17 December 2010 on undertakings for collective investment, or by the law of 13 February 2007 on specialised investment funds, as amended, or is a securitisation company governed by the law of 22 March 2004 on securitisation, or is a capital company governed by the law of 15 June 2004 on venture capital vehicles, as amended.

An individual holder of Securities, whether he/she is resident of Luxembourg or not, is not subject to Luxembourg wealth tax on such Securities.

Other Taxes

Neither the issuance nor the transfer, repurchase or redemption of Securities will give rise to any Luxembourg registration tax or similar taxes.

However, a fixed or ad valorem registration duty may be due upon the registration of the Securities in Luxembourg in the case of legal proceedings before Luxembourg courts or in case the Securities must be produced before an official Luxembourg authority, or in the case of a registration of the Securities on a voluntary basis.

Where a holder of Securities is a resident of Luxembourg for tax purposes at the time of his/her death, the Securities are included in his/her taxable estate for inheritance tax assessment purposes.

Gift tax may be due on a gift or donation of Securities if embodied in a Luxembourg deed passed in front of a Luxembourg notary or recorded in Luxembourg.

AUSTRALIA

The following is a general summary of certain Australian tax consequences under the Income Tax Assessment Acts of 1936 and 1997 of Australia (together, "Australian Tax Act") and any relevant regulations, rulings or judicial or administrative pronouncements, at the date of this Prospectus, of payments of interest and certain other amounts on the Securities issued by Deutsche Bank AG, Sydney Branch and certain other matters.

This summary is not exhaustive (in particular, it does not deal with any Australian income tax aspects on acquiring, holding or disposing of Securities) and should be treated with appropriate caution. In particular, this summary does not deal with the position of certain classes of holders of Securities (including, without limitation, dealers in securities, custodians or other third parties who hold Securities on behalf of other persons). Prospective holders of Securities should also be aware that particular terms of issue of any Series of Securities may affect the tax treatment of that and other Series of Securities. Information regarding taxes in respect of Securities may also be set out in a supplement to this Prospectus or, in the case of Exempt Securities, an applicable Pricing Supplement.

This summary is not intended to be, nor should it be construed as legal or tax advice to any particular investor. Prospective holders of Securities should consult their professional advisers on the tax implications of an investment in the Securities for their particular circumstances.

Introduction

The Australian Tax Act characterises securities as either "debt interests" (for all entities) or "equity interests" (for companies) including for the purposes of interest withholding tax ("IWT") and dividend withholding tax. IWT is currently payable at a rate of 10 per cent. of the gross amount of interest paid by Deutsche Bank AG, Sydney Branch to a non-resident of Australia (other than a non-resident acting at or

through a permanent establishment in Australia) or a resident acting at or through a permanent establishment outside Australia, unless an exemption is available. For these purposes, interest is defined in section 128A(1AB) of the Australian Tax Act to include amounts in the nature of, or in substitution for, interest and certain other amounts.

Interest withholding tax

An exemption from IWT is available in respect of Securities issued by Deutsche Bank AG, Sydney Branch if those Securities are characterised as “debentures” and are not characterised as “equity interests” for the purposes of the Australian Tax Act and the requirements of section 128F of the Australian Tax Act are satisfied.

Deutsche Bank AG, Sydney Branch intends to issue Securities which will be characterised as “debentures” and are not characterised as “equity interests” for these purposes. If Securities are issued which are not so characterised or which do not satisfy the requirements of section 128F of the Australian Tax Act, further information on the material Australian tax consequences of payments of interest and certain other amounts on those Securities will be specified in a supplement to this Prospectus or, in the case of Exempt Securities, the relevant Pricing Supplement).

The requirements in section 128F for an exemption from IWT in respect of the Securities issued by Deutsche Bank AG, Sydney Branch are as follows:

- Deutsche Bank Aktiengesellschaft is a non-resident carrying on business at or through a permanent establishment in Australia when it issues those Securities and when interest is paid;
- those Securities are issued in a manner which satisfies the public offer test. There are five principal methods of satisfying the public offer test, the purpose of which is to ensure that lenders in capital markets are aware that Deutsche Bank AG, Sydney Branch is offering those Securities for issue. In summary, the five methods are:
 - (i) offers to 10 or more unrelated financiers, securities dealers or entities that carry on the business of investing in securities;
 - (ii) offers to 100 or more investors of a certain type;
 - (iii) offers of listed Securities;
 - (iv) offers via publicly available information sources; and
 - (v) offers to a dealer, manager or underwriter who offers to sell those Securities within thirty days by one of the preceding methods;
- Deutsche Bank Aktiengesellschaft does not know, or have reasonable grounds to suspect, at the time of issue, that those Securities or interests in those Securities were being, or would later be, acquired, directly or indirectly, by an associate of Deutsche Bank Aktiengesellschaft, except as permitted by section 128F(5) of the Australian Tax Act; and
- at the time of the payment of interest, Deutsche Bank Aktiengesellschaft does not know, or have reasonable grounds to suspect, that the payee is an associate of Deutsche Bank Aktiengesellschaft, except as permitted by section 128F(6) of the Australian Tax Act.

Compliance with section 128F of the Australian Tax Act

Unless otherwise specified in any supplement to this Prospectus or, in the case of Exempt Securities, an applicable Pricing Supplement, Deutsche Bank AG, Sydney Branch intends to issue Securities in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

Interest withholding tax exemptions under tax treaties

The Australian Government has signed or announced new or amended double tax conventions ("**New Treaties**") with a number of countries (each a "**Specified Country**").

In broad terms, once implemented, the New Treaties effectively prevent IWT applying to interest derived by:

- the government of the relevant Specified Country and certain governmental authorities and agencies in the Specified Country; and
- a "financial institution" which is a resident of a "Specified Country" and which is unrelated to and dealing wholly independently with Deutsche Bank AG, Sydney Branch. The term "financial institution" refers to either a bank or any other form of enterprise which substantially derives its profits by carrying on a business of raising and providing finance. (However, interest under a back-to-back loan or an economically equivalent arrangement will not qualify for this exemption.)

The Australian Federal Treasury maintains a listing of Australia's double tax conventions which provides details of country, status, withholding tax rate limits and Australian domestic implementation which is available to the public at the Federal Treasury's Department's website.

Section 126 of the Australian Tax Act

Section 126 of the Australian Tax Act imposes a type of withholding tax at the rate of (currently) 45 per cent. on the payment of interest on Securities in bearer form if Deutsche Bank AG, Sydney Branch fails to disclose the names and addresses of the holders to the Australian Taxation Office, but is limited in its application to persons in possession of Securities in bearer form who are residents of Australia or non-residents who are engaged in carrying on business in Australia at or through a permanent establishment in Australia. Where interests in Securities in bearer form are held through Euroclear or Clearstream, Luxembourg, Deutsche Bank AG, Sydney Branch intends to treat the operators of those clearing systems as the holders of those Securities for the purposes of section 126 of the Australian Tax Act.

A Bill has recently been introduced into Parliament which proposes to increase the rate of tax under section 126 of the Tax Act from 45% to 47% for the 2014-15, 2015-16 and 2016-17 income years. However, there is some uncertainty as to whether the Bill will be passed by Parliament in its current form. It will not become law until it is passed by Parliament. Prospective holders of Securities issued, or to be issued, by Deutsche Bank AG, Sydney Branch should monitor any developments in this area.

Other Australian tax matters

Under Australian laws as presently in effect:

- *death duties* – no Securities issued by Deutsche Bank AG, Sydney Branch will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death;
- *stamp duty and other taxes* – no ad valorem stamp, issue, registration or similar taxes are payable in Australia on the issue or transfer of any Securities issued by Deutsche Bank AG, Sydney Branch;
- *withholding taxes* – withholding tax is imposed at the rate of (currently) 46.5 per cent. (to be increased to 47 per cent. in respect of assessments on or after 1 July 2014, but see below) on the payment of interest on Securities in registered form unless the relevant holder of Securities has quoted a tax file number ("**TFN**"), in certain circumstances an Australian Business Number ("**ABN**") or proof of some other exception (as appropriate).

Assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the Securities, these rules should not apply to payments to a holder of Securities who is not a

resident of Australia for tax purposes and does not hold those Securities in carrying on business at or through a permanent establishment in Australia. Such withholding may be made from payments to holders of Securities in registered form who are residents of Australia or non-residents who carry on business at or through a permanent establishment in Australia but who do not quote a TFN, ABN or an appropriate exemption. For the avoidance of doubt, these provisions will not apply to Securities in bearer form.

A bill was recently introduced into Parliament which proposes to increase the rate of tax under these provisions from 47% to 49% for the 2014-15, 2015-16 and 2016-17 income years. However, there is some uncertainty as to whether the Bill will be passed by Parliament in its current form. It will not become law until it is passed by Parliament. Prospective holders of Securities issued, or to be issued, by Deutsche Bank AG, Sydney Branch should monitor any developments in this area;

- *supply withholding tax* – payments in respect of the Securities can be made free and clear of the “supply withholding tax” imposed under Australia’s tax legislation;
- *goods and services tax (GST)* – none of the issue or receipt of the Securities, the payment of principal or interest by Deutsche Bank AG, Sydney Branch nor the disposal of the Securities will give rise to any GST liability in Australia;
- *additional withholdings from certain payments to non-Australian residents* – the Governor-General may make regulations requiring withholding from certain payments to non-Australian residents (other than payments of interest or other amounts which are already subject to the current IWT rules or specifically exempt from those rules). Regulations may only be made if the responsible Minister is satisfied the specified payments are of a kind that could reasonably relate to assessable income of foreign residents. The possible application of any future regulations to the proceeds of any sale of the Securities will need to be monitored; and
- *garnishee directions by the Commissioner of Taxation (Commissioner)* – the Commissioner may give a direction under section 255 of the Australian Tax Act or section 260-5 of Schedule 1 of the Taxation Administration Act 1953 of Australia (or any other analogous provision under another statute) requiring Deutsche Bank AG, Sydney Branch to deduct from any payment to any other entity (including any holder of Securities) any amount in respect of tax payable by that other entity. If Deutsche Bank AG, Sydney Branch is served with such a direction in respect of a holder of Securities, then Deutsche Bank AG, Sydney Branch will comply with that direction and, accordingly, will make any deduction or withholding in connection with that direction.

AUSTRIA

This section on taxation contains a brief summary of the Issuer's understanding with regard to certain important principles which are of significance in connection with the purchase, holding or sale of the Securities in the Republic of Austria. This summary does not purport to exhaustively describe all possible tax aspects and does not deal with specific situations which may be of relevance for certain potential investors. The following comments are rather of a general nature and included herein solely for information purposes. They are not intended to be, nor should they be construed to be, legal or tax advice. This summary furthermore only refers to investors which are subject to unlimited (corporate) income tax liability in Austria. It is based on the currently applicable tax legislation, case law and regulations of the tax authorities, as well as their respective interpretation, all of which may be amended from time to time. Such amendments may possibly also be effected with retroactive effect and may negatively impact the tax consequences described. It is recommended that potential investors in the Securities consult with their legal and tax advisers as to the tax consequences of the purchase, holding or sale of the Securities. Tax risks resulting from the Securities (in particular from a potential qualification as a foreign investment fund within the meaning of sec. 188 of the Austrian Investment Funds Act 2011 Investmentfondsgesetz 2011) shall in any case be borne by the investor. For the purposes of the following it is assumed that the Securities are legally and factually offered to an indefinite number of persons.

General remarks

Individuals having a permanent domicile (Wohnsitz) and/or their habitual abode (gewöhnlicher Aufenthalt) in Austria are subject to income tax (Einkommensteuer) in Austria on their worldwide income (unlimited income tax liability; unbeschränkte Einkommensteuerpflicht). Individuals having neither a permanent domicile nor their habitual abode in Austria are subject to income tax only on income from certain Austrian sources (limited income tax liability; beschränkte Einkommensteuerpflicht).

Corporations having their place of effective management (Ort der Geschäftsleitung) and/or their legal seat (Sitz) in Austria are subject to corporate income tax (Körperschaftsteuer) in Austria on their worldwide income (unlimited corporate income tax liability; unbeschränkte Körperschaftsteuerpflicht). Corporations having neither their place of effective management nor their legal seat in Austria are subject to corporate income tax only on income from certain Austrian sources (limited corporate income tax liability; beschränkte Körperschaftsteuerpflicht).

Both in case of unlimited and limited (corporate) income tax liability Austria's right to tax may be restricted by double taxation treaties.

Income taxation of the Securities

Pursuant to sec. 27(1) of the Austrian Income Tax Act (Einkommensteuergesetz), the term investment income (Einkünfte aus Kapitalvermögen) comprises:

- income from the letting of capital (Einkünfte aus der Überlassung von Kapital) pursuant to sec. 27(2) of the Austrian Income Tax Act, including dividends and interest;
- income from realised increases in value (Einkünfte aus realisierten Wertsteigerungen) pursuant to sec. 27(3) of the Austrian Income Tax Act, including gains from the alienation, redemption and other realisation of assets that lead to income from the letting of capital, zero coupon bonds and broken-period interest; and
- income from derivatives (Einkünfte aus Derivaten) pursuant to sec. 27(4) of the Austrian Income Tax Act, including cash settlements, option premiums received and income from the sale or other realisation of forward contracts like options, futures and swaps and other derivatives such as index certificates.

Also the withdrawal of the Securities from a bank deposit (Depotentnahme) and circumstances leading to a loss of Austria's taxation right regarding the Securities vis-à-vis other countries, e.g., a relocation from Austria (Wegzug), are in general deemed to constitute a sale (cf. sec. 27(6)(1) of the Austrian Income Tax Act).

Individuals subject to unlimited income tax liability in Austria holding the Securities as non-business assets are subject to income tax on all resulting investment income pursuant to sec. 27(1) of the Austrian Income Tax Act. In case of investment income with an Austrian nexus (inländische Einkünfte aus Kapitalvermögen), basically meaning income paid by an Austrian paying agent (auszahlende Stelle) or an Austrian custodian agent (depotführende Stelle), the income is subject to withholding tax (Kapitalertragsteuer) of 25 per cent.; no additional income tax is levied over and above the amount of tax withheld (final taxation pursuant to sec. 97(1) of the Austrian Income Tax Act). In case of investment income without an Austrian nexus, the income must be included in the investor's income tax return and is subject to tax at a flat rate of 25 per cent. In both cases, upon application, the option exists to tax all income subject to tax at the flat rate of 25 per cent. at the lower progressive income tax rate (option to regular taxation pursuant to sec. 27a(5) of the Austrian Income Tax Act).

Sec. 27(8) of the Austrian Income Tax Act, inter alia, provides for the following restrictions on the offsetting of losses: negative income from realised increases in value and from derivatives may be neither offset against interest and other claims vis à vis credit institutions nor against income from private law foundations and comparable legal estates (privatrechtliche Stiftungen und damit vergleichbare Vermögensmassen); income subject to tax at a flat rate of 25 per cent. may not be offset against income subject to the

progressive income tax rate (this equally applies in case of an exercise of the option to regular taxation); negative investment income not already offset against positive investment income may not be offset against other types of income.

Individuals subject to unlimited income tax liability in Austria holding the Securities as business assets are subject to income tax on all resulting investment income pursuant to sec. 27(1) of the Austrian Income Tax Act. In case of investment income with an Austrian nexus (as described above) the income is subject to withholding tax of 25 per cent. While withholding tax has the effect of final taxation for income from the letting of capital, income from realised increases in value and income from derivatives must be included in the investor's income tax return (and is nevertheless taxed at the flat rate of 25 per cent.). In the case of investment income without an Austrian nexus, the income must always be included in the investor's income tax return (generally taxed at the flat rate of 25 per cent.). In both cases, upon application, the option exists to tax all income subject to tax at the flat rate of 25 per cent. at the lower progressive income tax rate (option to regular taxation pursuant to sec. 27a(5) of the Austrian Income Tax Act). Pursuant to sec. 6(2)(c) of the Austrian Income Tax Act, depreciations to the lower fair market value and losses from the alienation, redemption and other realisation of financial assets and derivatives in the sense of sec. 27(3) and (4) of the Austrian Income Tax Act, which are subject to tax at the flat rate of 25 per cent., are primarily to be offset against income from realised increases in value of such financial assets and derivatives and with appreciations in value of such assets; only half of the remaining negative difference may be offset against other types of income (and carried forward).

Corporations subject to unlimited corporate income tax liability in Austria are subject to corporate income tax on interest from the Securities at a rate of 25 per cent. In case of investment income with an Austrian nexus (as described above) the income is subject to withholding tax of 25 per cent., which can be credited against the corporate income tax liability. However, under the conditions set forth in sec. 94(5) of the Austrian Income Tax Act (i.e. generally if the corporation declares to the bank, and the bank forwards such declaration to the tax office, that the income qualifies as business income) withholding tax is not levied in the first place. Income from the alienation of the Securities is subject to corporate income tax of 25 per cent. Losses from the alienation of the Securities can be offset against other income (and carried forward).

Private foundations (Privatstiftungen) falling within the Austrian Private Foundations Act (Privatstiftungsgesetz) fulfilling the prerequisites contained in sec. 13(3) and (6) of the Austrian Corporate Income Tax Act (Körperschaftsteuergesetz) and holding the Securities as non-business assets are subject to interim taxation at a rate of 25 per cent. on interest income, income from realised increases in value and income from derivatives (inter alia, if the latter are in the form of securities). Interim tax does not fall due insofar as distributions subject to withholding tax are made to beneficiaries in the same tax period. In case of investment income with an Austrian nexus (as described above) income is in general subject to withholding tax of 25 per cent., which can be credited against the tax falling due. Under the conditions set forth in sec. 94(12) of the Austrian Income Tax Act withholding tax is not levied.

Pursuant to sec. 93(6) of the Austrian Income Tax Act, the Austrian custodian agent is obliged to automatically offset negative investment income against positive investment income, taking into account all of a taxpayer's bank deposits with the custodian agent. If negative and at the same time or later positive income is earned, then the negative income is to be offset against the positive income. If positive and later negative income is earned, then withholding tax on the positive income is to be credited, with such tax credit being limited to 25 per cent. of the negative income. In certain cases, the offsetting is not permissible. The custodian agent has to issue a written confirmation on the offsetting of losses for each bank deposit to the taxpayer.

Pursuant to sec. 188 of the Austrian Investment Funds Act 2011 as amended in the course of the implementation of Directive 2011/61/EU and as applicable to business years of investment funds starting after 21 July 2013, the term "foreign investment fund" comprises (i) undertakings for collective investment in transferable securities the state of origin of which is not Austria; (ii) alternative investment funds pursuant to the Austrian Act on Alternative Investment Fund Managers (Alternative Investmentfonds Manager-Gesetz) the state of origin of which is not Austria; and (iii) undertakings not falling within paragraphs (i) and (ii) above which are undertakings subject to a foreign jurisdiction, irrespective of the legal form they are organised in, the assets of which are invested according to the principle of risk-spreading on the basis either of a statute, of the undertaking's articles or of customary exercise, if one of the following conditions is

fulfilled: (a) the undertaking is factually, directly or indirectly, not subject to a corporate income tax in its state of residence that is comparable to Austrian corporate income tax; (b) the profits of the undertaking are in its state of residence subject to corporate income tax that is comparable to Austrian corporate income tax, at a rate of less than 15 per cent.; or (c) the undertaking is subject to a comprehensive personal or material tax exemption in its state of residence. Certain collective investment vehicles investing in real estate are exempted. To date no guidance has been issued by the tax authorities on the interpretation of this new provision. In case of a qualification as a foreign investment fund that tax consequences would substantially differ from those described above.

EU withholding tax

Sec. 1 of the Austrian EU Withholding Tax Act (EU-Quellensteuergesetz) – implementing Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments – provides that interest payments paid or credited by an Austrian paying agent (Zahistelle) to a beneficial owner who is an individual resident in another EU member state (or in certain dependent or associated territories, which currently include Anguilla, Aruba, the British Virgin Islands, Curaçao, Guernsey, the Isle of Man, Jersey, Montserrat, Sint Maarten and the Turks and Caicos Islands) are subject to EU withholding tax (EU-Quellensteuer) of 35 per cent. Sec. 10 of the Austrian EU Withholding Tax Act provides for an exemption from EU withholding tax if the beneficial owner presents to the paying agent a certificate drawn up in his/her name by the competent authority of his/her member state of residence for tax purposes, indicating the name, address and tax or other identification number or, failing such, the date and place of birth of the beneficial owner, the name and address of the paying agent, and the account number of the beneficial owner or, where there is none, the identification of the security; such certificate shall be valid for a period not exceeding three years. It is expected that changes to the EU Withholding Tax Act – implementing Council Directive 2014/48/EU of 24 March 2014 amending Directive 2003/48/EC on taxation of savings income in the form of interest payments – will enter into effect by 1 January 2017.

Regarding the issue of whether also index certificates are subject to EU withholding tax, the Austrian tax authorities distinguish between index certificates with and without a capital guarantee, a capital guarantee being the promise of repayment of a minimum amount of the capital invested or the promise of the payment of interest. The exact tax treatment of index certificates furthermore depends on their underlying.

Tax treaties Austria/Switzerland and Austria/Liechtenstein

The Treaty between the Republic of Austria and the Swiss Confederation on Cooperation in the Areas of Taxation and Capital Markets and the Treaty between the Republic of Austria and the Principality of Liechtenstein on Cooperation in the Area of Taxation provide that a Swiss and respectively, Liechtenstein paying agent has to withhold a tax amounting to 25 per cent. on, *inter alia*, interest income, dividends and capital gains from assets booked with an account or deposit of such Swiss or respectively, Liechtenstein paying agent if the relevant holder of such assets (i.e. in general individuals on their own behalf and as beneficial owners of assets held by a domiciliary company [*Sitzgesellschaft*] is tax resident in Austria. The same applies to such income from assets managed by a Liechtenstein paying agent if the relevant holder of the assets (i.e. in general individuals as beneficial owners of a transparent structure) is tax resident in Austria. For Austrian income tax purposes this withholding tax has the effect of final taxation regarding the underlying income if the Austrian income Tax Act provides for the effect of final taxation for such income the Treaties, however, do not apply to interest covered by the agreements between the European Community and the Swiss Confederation and respectively, the Principality of Liechtenstein, regarding Council Directive 2003/48/EC on taxation of savings income in the form of interest payments. The taxpayer can opt for voluntary disclosure instead of the withholding tax by expressly authorising the Swiss and, respectively, Liechtenstein paying agent to disclose to the competent Austrian authority the income and capital gains, these subsequently have to be included in the income tax return.

Austrian inheritance and gift tax

Austria does not levy inheritance or gift tax.

Certain gratuitous transfers of assets to private law foundations and comparable legal estates are subject to foundation transfer tax (Stiftungseingangssteuer) pursuant to the Austrian Foundation Transfer Tax Act

(Stiftungseingangssteuergesetz). if the transferor and/or the transferee at the time of transfer have a domicile, their habitual abode, their legal seat or their place of effective management in Austria. Certain exemptions apply in cases of transfers mortis causa of financial assets within the meaning of sec. 27(3) and (4) of the Austrian Income Tax Act (except for participations in corporations) if income from such financial assets is subject to tax at the flat rate of 25 per cent. The tax basis is the fair market value of the assets transferred minus any debts, calculated at the time of transfer. The tax rate generally is 2.5 per cent., with a higher rate of 25 per cent. applying in special cases. Special provisions apply to transfers of assets to entities falling within the scope of the tax treaty between Austria and Liechtenstein.

In addition, there is a special notification obligation for gifts of money, receivables, shares in corporations, participations in partnerships, businesses, movable tangible assets and intangibles if the donor and/or the donee have a domicile, their habitual abode, their legal seat or their place of effective management in Austria. Not all gifts are covered by it: In case of gifts to certain related parties, a threshold of EUR 50,000 per year applies; in all other cases, a notification is obligatory if the value of gifts made exceeds an amount of EUR 15,000 during a period of five years. Furthermore, gratuitous transfers to foundations falling under the Austrian Foundation Transfer Tax Act described above are also exempt from the notification obligation. Intentional violation of the notification obligation may trigger fines of up to 10 per cent. of the fair market value of the assets transferred.

Further, gratuitous transfers of the Securities may trigger income tax at the level of the transferor pursuant to sec. 27(6)(1) of the Austrian Income Tax Act (see above).

BELGIUM

The following is a general discussion of certain Belgian tax consequences of the acquisition, holding and disposal of Securities. It does not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to purchase Securities and, in particular, does not consider any specific facts or circumstances that may apply to a particular purchaser. In particular, it does not cover the situation of non-residents nor the tax treatment of securities which may be received upon repurchase or redemption of the Securities. This summary is based on the laws of Belgium currently in force and as applied on the date of this Prospectus, which are subject to change, possibly with retroactive effect. This summary is not intended to constitute, nor should it be construed as, legal or tax advice. Prospective purchasers of Securities are advised to consult their own tax advisers as to the tax consequences of the purchase, ownership and disposal of Securities, including the effect of any taxes under the tax laws of Belgium and each country of which they are residents or whose tax laws apply to them for other reasons.

Any payment of interest (as defined by Belgian tax law) on the Securities made through a paying agent in Belgium will in principle be subject to Belgian withholding tax on the gross amount of the interest, currently at the rate of 25 per cent.

If the repurchase or redemption of Securities by the Issuer is in full or in part settled by means of a delivery of securities or other assets, interest includes any positive difference between the market value of those assets on the date of their payment or attribution and the initial issue price of the Securities. In the event interest is paid in the form of delivery of securities, the market value of those securities will be deemed at least equal to their value (prior to the date of the payment or attribution) as determined in the most recent publication by the Belgian Government of the value of securities listed on a Belgian stock exchange (such publication is issued monthly, on the 20th of each month) or on a similar foreign stock exchange.

For Belgian tax purposes, if interest is in a foreign currency, it is converted into euro on the date of payment or attribution.

Income tax

Structured Securities

On 25 January 2013, the Belgian tax authorities issued a circular letter on the Belgian tax treatment of income from structured securities characterised by an uncertain return on investment due to the variation of

the coupons or the repayment terms at maturity, such as securities whose return is linked to the performance of underlying products. According to the circular letter, the transfer of structured securities to a third party (other than the issuer) results in taxation as interest income of the “pro rata interest”, calculated on the basis of an unclear formulae. In addition, any amount paid in excess of the initial issue price upon redemption or repayment of the structured securities is considered as interest for Belgian tax purposes. It is highly debatable whether the circular letter is in line with Belgian tax legislation. Furthermore, it is unclear whether the Belgian tax authorities will seek to apply the principles set out in the circular letter to structured Securities (the “Structured Securities” for the purposes of the following paragraphs).

It is assumed that any gains realised upon redemption or repayment by the Issuer will indeed be viewed as interest by the Belgian tax authorities (and any such gains are therefore referred to as “interest” for the purposes of the following paragraphs), but that the effective taxation of the “pro rata interest” in case of sale to a third party (i.e. other than the Issuer) would not be possible, on the basis that it is currently impossible to determine the amount of the “pro rata interest”.

Repayment or redemption by the Issuer

Belgian resident individuals

Belgian resident individuals, i.e. individuals who are subject to Belgian personal income tax (“Personenbelasting/Impôt des personnes physiques”), who are holding the Structured Securities as a private investment are subject to the following tax treatment with respect to the Structured Securities in Belgium. Other rules may be applicable in special situations, in particular when Belgian resident individuals acquire the Structured Securities for professional purposes or when their transactions with respect to the Structured Securities fall outside the scope of the normal management of their own private estate.

Payments of interest on the Structured Securities made through a paying agent in Belgium will in principle be subject to a 25 per cent. withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes). The Belgian withholding tax constitutes the final income tax for Belgian resident individuals. This means that they do not have to declare the interest obtained on the Structured Securities in their personal income tax return, provided Belgian withholding tax was levied on these interest payments.

Nevertheless, Belgian resident individuals may elect to declare interest on the Structured Securities in their personal income tax return. Also, if the interest is paid outside Belgium without the intervention of a Belgian paying agent, the interest received (after deduction of any non-Belgian withholding tax) must be declared in the personal income tax return. Interest income which is declared this way will in principle be taxed at a flat rate of 25 per cent. (or at the relevant progressive personal income tax rate(s), taking into account the taxpayer's other declared income, whichever is more beneficial) and no local surcharges will be due. The Belgian withholding tax levied may be credited against the Belgian resident individual's income tax liability.

Belgian resident companies

Belgian resident companies, i.e. companies that are subject to Belgian Corporate Income Tax (“Vennootschapsbelasting/Impôt des sociétés”), are subject to the following tax treatment with respect to the Structured Securities in Belgium.

Interest received by Belgian resident companies on the Structured Securities will be subject to Belgian corporate income tax at the applicable corporate income tax rates (the ordinary corporate income tax rate is 33.99 per cent., but lower rates apply to small income companies under certain conditions). If the income has been subject to a foreign withholding tax, a foreign tax credit will be applied on the Belgian tax due. For interest income, the foreign tax credit is generally equal to a fraction where the numerator is equal to the foreign tax and the denominator is equal to 100 minus the rate of the foreign tax, up to a maximum of 15/85 of the net amount received (subject to some further limitations). Capital losses are in principle tax deductible.

Interest payments on the Structured Securities made through a paying agent in Belgium are in principle subject to a 25 per cent. withholding tax, but can under certain circumstances be exempt from Belgian withholding tax, provided that certain formalities are complied with. For zero or capitalisation bonds, an exemption will only apply if the Belgian company and the Issuer are associated companies within the meaning of article 105, 6° of the Royal Decree of 27 August 1993 implementing the Belgian Income Tax Code of 1992. The withholding tax that has been levied is creditable in accordance with the applicable legal provisions.

Belgian non-profit legal entities

Belgian non-profit legal entities, i.e. legal entities that are subject to Belgian tax on legal entities (“Rechtspersonenbelasting/impôt des personnes morales”), are subject to the following tax treatment with respect to the Structured Securities in Belgium.

Payments of interest on the Structured Securities made through a paying agent in Belgium will in principle be subject to a 25 per cent. withholding tax in Belgium and no further tax on legal entities will be due on the interest.

However, if the interest is paid outside Belgium without the intervention of a Belgian paying agent and without the deduction of Belgian withholding tax, the Belgian non-profit legal entity itself is responsible for the deduction and payment of the 25 per cent. withholding tax.

Sale to a third party

No Belgian withholding tax should apply to the Structured Securities.

Belgian resident individuals

Belgian resident individuals, i.e. individuals who are subject to Belgian personal income tax (“Personenbelasting/Impôt des personnes physiques”), are currently not liable to Belgian income tax on the capital gains (if any) realised upon disposal of the Structured Securities to a third party, provided that the Structured Securities have not been used for their professional activity and that the capital gain is realised within the scope of the normal management of their private estate. Capital losses realised upon disposal of the Structured Securities held as a non-professional investment are in principle not tax deductible.

However, Belgian resident individuals may be subject to a 33 per cent. Belgian income tax (plus local surcharges) if the capital gains on the Structured Securities are deemed to be speculative or outside the scope of the normal management of the individuals' private estate. Capital losses arising from such transactions are not tax deductible.

Capital gains realised upon transfer of Structured Securities held for professional purposes are taxable at the ordinary progressive income tax rates (plus local surcharges), except for Structured Securities held for more than five years, which are taxable at a separate rate of 16.5 per cent. (plus local surcharges). Capital losses on the Structured Securities incurred by Belgian resident individuals holding the Structured Securities for professional purposes are in principle tax deductible.

Belgian resident companies

Belgian resident companies, i.e. companies that are subject to Belgian Corporate Income Tax (“Vennootschapsbelasting/Impôt des sociétés”), are liable to Belgian corporate income tax on the capital gains (if any) realised upon disposal of the Structured Securities to a third party, irrespective of whether such Structured Securities relate to shares or other assets or indices. The current standard corporate income tax rate in Belgium is 33.99 per cent.

Capital losses realised upon disposal of the Structured Securities are in principle tax deductible.

Belgian non-profit legal entities

Belgian non-profit legal entities, i.e. legal entities that are subject to Belgian tax on legal entities (“Rechtspersonenbelasting/impôt des personnes morales”), are currently not liable to Belgian income tax on capital gains (if any) realised upon disposal of the Structured Securities to a third party.

Capital losses realised upon disposal of the Structured Securities are in principle not tax deductible.

Other Securities

The following summary describes the principal Belgian withholding tax considerations with respect to Securities other than Structured Securities.

For Belgian tax purposes, periodic interest income and amounts paid by the Issuer in excess of the issue price (whether or not on the maturity date) are qualified and taxable as “interest”. In addition, if the Securities qualify as fixed income securities within the meaning of article 2, §1, 8° of the Belgian Income Tax Code of 1992, in case of a realisation of the Securities between two interest payment dates, an income equal to the accrued interest corresponding to the period during which the investor held the Securities in the period between the two interest payment dates.

For the purposes of the following paragraphs, any such gains and accrued interest are therefore referred to as “interest”.

Belgian resident individuals

Belgian resident individuals, i.e. individuals who are subject to Belgian personal income tax (“Personenbelasting/Impôt des personnes physiques”), and who hold the Securities as a private investment, are in Belgium subject to the following tax treatment with respect to the Securities.

Other tax rules apply to Belgian resident individuals who do not hold the Securities as a private investment.

Payments of interest on the Securities made through a paying agent in Belgium will in principle be subject to a 25 per cent. withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes). The Belgian withholding tax constitutes the final income tax for Belgian resident individuals. This means that they do not have to declare the interest obtained on the Securities in their personal income tax return, provided Belgian withholding tax was levied on these interest payments.

However, if the interest is paid outside Belgium without the intervention of a Belgian paying agent, the interest received (after deduction of any non-Belgian withholding tax) must be declared in the personal income tax return and will be taxed at a flat rate of 25 per cent.

Capital gains realised on the sale of the Securities are in principle tax exempt, unless the capital gains are realised outside the scope of the normal management of one’s private estate or unless the capital gains qualify as interest (as defined above). Capital losses are in principle not tax deductible.

Belgian resident companies

Belgian resident companies, i.e. companies that are subject to Belgian Corporate Income Tax (“Vennootschapsbelasting/Impôt des sociétés”), are in Belgium subject to the following tax treatment with respect to the Securities.

Interest derived by Belgian resident companies on the Securities and capital gains realised on the Securities will be subject to Belgian Corporate Income Tax at the applicable corporate income tax rates (the ordinary corporate income tax rate is 33.99 per cent., but lower rates apply to small income companies under certain conditions). If the income has been subject to a foreign withholding tax, a foreign tax credit will be applied on the Belgian tax due. For interest income, the foreign tax credit is generally equal to a fraction where the numerator is equal to the foreign tax and the denominator is equal to 100 minus the rate

of the foreign tax, up to a maximum of 15/85 of the net amount received (subject to some further limitations). Capital losses are in principle tax deductible.

Interest payments on the Securities made through a paying agent in Belgium are in principle subject to a 25 per cent. withholding tax, but can under certain circumstances be exempt from Belgian withholding tax, provided that certain formalities are complied with. For zero or capitalisation bonds, an exemption will only apply if the Belgian company and the Issuer are associated companies within the meaning of article 105, 6° of the Royal Decree of 27 August 1993 implementing the Belgian Income Tax Code of 1992. The withholding tax that has been levied is creditable in accordance with the applicable legal provisions.

Belgian non-profit legal entities

Belgian non-profit legal entities, i.e. legal entities that are subject to Belgian tax on legal entities (“Rechtspersonenbelasting/impôt des personnes morales”), are subject to the following tax treatment with respect to the Securities in Belgium.

Payments of interest on the Securities made through a paying agent in Belgium will in principle be subject to a 25 per cent. withholding tax in Belgium and no further tax on legal entities will be due on the interest.

However, if the interest is paid outside Belgium without the intervention of a Belgian paying agent and without the deduction of Belgian withholding tax, the Belgian non-profit legal entity itself is responsible for the declaration and payment of the 25 per cent. withholding tax.

Capital gains realised on the sale of the Securities are in principle tax exempt, unless the capital gain qualifies as interest (as defined). Capital losses are in principle not tax deductible.

Tax on stock exchange transactions

The sale and acquisition of the Structured Securities and other Securities is subject to a tax on stock exchange transaction (“Taks op de beursverrichtingen/Taxe sur les opérations de bourse”) if executed in Belgium through a professional intermediary. The tax is generally due at a rate of currently 0.09 per cent. on each sale and acquisition separately, with a maximum of EUR 650 per taxable transaction. Exemptions apply for certain categories of institutional investors and non-residents. Transactions on the primary market are not subject to this tax.

As stated below, the European Commission has published a proposal for a Directive for a common financial transactions tax (“FTT”). The proposal currently stipulates that once the FTT enters into force, the participating Member States shall not maintain or introduce taxes on financial transactions other than the FTT (or VAT as provided in the Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax). For Belgium, the tax on stock exchange transactions should thus be abolished once the FTT enters into force. The proposal is still subject to negotiation between the participating Member States and therefore may be changed at any time.

DENMARK

The following is a summary description of the taxation in Denmark of the Securities. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of the Securities, and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules. The tax considerations for Danish resident investors of acquiring, holding or disposing the Securities depend on the investor's tax status and the specific terms applicable to the relevant Securities. Potential investors are in all circumstances strongly recommended to contact their own tax advisers to clarify the individual consequences of the investment, holding and disposal of the Securities. No representations with respect to the tax consequences of any particular holder are made hereby.

Irrespective of whether the Securities are issued by a foreign issuer, or a Danish tax resident issuer, income derived from the Securities will not be subject to Danish withholding tax provided that the Securities

do not constitute “controlled debt” in relation to a Danish tax resident issuer as referred to in sections 2 (1) (d) and 2 (1) (h) of the Danish Corporate Tax Act and section 65 D of the Danish Withholding Tax Act. Consequently, there should be no Danish tax implications for holders of the Securities that have no relationship with a Danish tax resident issuer other than the holding of the Securities.

Danish tax resident investors will generally be taxable on interest. Both capital gains and losses, if any, will, with few exceptions, be respectively taxable or deductible. One exception to this concerns private individual investors. Such investors are subject to Danish taxation on gains and losses on bonds denominated in all currencies with the exception of an annual *de minimis* threshold of DKK 2,000.

EU SAVINGS DIRECTIVE

Under the EU Savings Directive, Member States are required to provide to the tax authorities of other Member States details of payments of interest (and other similar income) paid by a person to an individual resident, or to certain other types of entities established in that other Member State except that, for a transitional period, Luxembourg and Austria may instead (unless during that period they elect otherwise) impose a withholding system in relation to such payments (subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or other income may request that no tax be withheld). The European Commission has proposed certain amendments to the Directive, which may, if implemented, amend or broaden the scope of the requirements described above. The EU Savings Directive has been implemented in Denmark pursuant to section 8 X of the Danish Tax Control Act.

FRANCE

The following is a general discussion addressing only the French compulsory withholding tax treatment of income arising from the Securities and certain transfer tax implications in case of physical delivery of French listed shares in connection with the Securities and is (i) based on the laws and practice in force as of the date of this Prospectus and subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect and (ii) prepared on the assumption that the Issuer is not, or is not deemed to be, and will not be a French resident for French tax purposes and the Securities (and any transaction in relation to the Securities) are not (and will not be) attributed or attributable to a French branch or permanent establishment or fixed place of business of the Issuer. Investors should be aware that the statements below are of a general nature and do not constitute legal or tax advice and should not be understood as such. Prospective investors should consult their professional advisers so as to determine, in the light of their individual situation, the tax consequences of the purchase, holding, redemption or sale of the Securities.

EU Savings Tax Directive

The Directive 2003/48/EC on the taxation of savings income was implemented into French law under Article 242 *ter* of the French *Code Général des Impôts*, which imposes on paying agents based in France an obligation to report to the French tax authorities certain information with respect to interest payments made to beneficial owners domiciled in another Member State, including, among other things, the identity and address of the beneficial owner and a detailed list of the different categories of interest paid to that beneficial owner.

Withholding tax

Please note that the treatment regarding withholding tax on payments in relation to the Securities will depend on the nature and characterisation of the relevant Securities.

Securities constituting debt instruments for French tax purposes

Payments with respect to Securities which constitute debt instruments for French tax purposes will be made free of any compulsory withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by France or any political subdivision or taxing authority thereof or therein.

However, if the paying agent is established in France, pursuant to Article 125A of the French Code Général des Impôts, subject to certain limited exceptions, interest and similar income received from 1 January 2013 by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject to a 24 per cent. withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding tax at an aggregate rate of 15.5 per cent. on interest and similar income paid to individuals who are fiscally domiciled (*domiciliés fiscalement*) in France.

Securities not constituting debt instruments for French tax purposes

Payments with respect to Securities which do not constitute debt instruments for French tax purposes would not be subject to any mandatory withholding tax in France.

Transfer tax and other taxes

Please note that the following may be relevant in connection with Securities which maybe settled or redeemed by way of physical delivery of certain French listed shares (or certain assimilated securities) and the treatment regarding transfer taxes and other taxes in relation to the relevant Securities will depend on their features and characterisation and should be analysed on a case by case basis.

Pursuant to Article 235 *ter* ZD of the French *Code général des impôts*, a financial transaction tax (the **Financial Transaction Tax**) is applicable to any acquisition for consideration, resulting in a transfer of ownership, of an equity security (*titre de capital*) within the meaning of Article L 212-1 A of the French *Code monétaire et financier*, or of an assimilated equity security, within the meaning of Article L 211-41 of the French *Code monétaire et financier*, admitted to trading on a recognised stock exchange when such security is issued by a company whose registered office is situated in France with a market capitalisation of more than 1 billion Euros on 1 December of the year preceding the relevant transaction. The rate of the Financial Transaction Tax is 0.2 per cent. of the acquisition value of the securities. There are a number of exemptions from the Financial Transaction Tax and investors should consult their counsel to identify whether they can benefit from them.

If the Financial Transaction Tax applies to an acquisition of shares, this transaction is exempt from transfer taxes (*droits de mutation à titre onéreux*) which generally apply at a rate of 0.1 per cent. to the sale of shares issued by a company whose registered office is situated in France, provided that in case of shares listed on a recognised stock exchange, transfer taxes are due only if the transfer is evidenced by a written deed or agreement.

HONG KONG

The following is a general description of certain Hong Kong tax considerations relating to the Securities and is based on law and relevant interpretations thereof in effect as at the date of this Prospectus, all of which are subject to change, and does not constitute legal or taxation advice. It does not purport to be a complete analysis of all tax considerations relating to the Securities. Prospective holders of Securities who are in any doubt as to their tax position or who may be subject to tax in any jurisdiction are advised to consult their own professional advisers.

Withholding Tax

No withholding tax is payable in Hong Kong in respect of payments of principal or interest on the Securities or in respect of any capital gains arising from the sale of the Securities.

Profits Tax

Hong Kong profits tax is chargeable on every person carrying on a trade, profession or business in Hong Kong in respect of profits arising in or derived from Hong Kong from such trade, profession or business (excluding profits arising from the sale of capital assets).

Under the Inland Revenue Ordinance (Cap. 112) of Hong Kong, as it is currently applied in the Inland Revenue Department, interest on the Securities may be deemed to be profits arising in or derived from Hong Kong from a trade, profession or business carried on in Hong Kong in the following circumstances:

- (i) interest on the Securities is derived from Hong Kong and is received by or accrues to a company, other than a financial institution, carrying on a trade, profession or business in Hong Kong; or
- (ii) interest on the Securities is derived from Hong Kong and is received by or accrues to a person, other than a company, carrying on a trade, profession or business in Hong Kong and is in respect of the funds of that trade, profession or business; or
- (iii) interest on the Securities is received by or accrues to a financial institution (as defined in the Inland Revenue Ordinance) and arises through or from the carrying on by the financial institution of its business in Hong Kong.

Pursuant to the Exemption from Profits Tax (Interest Income) Order, interest income accruing on or after 22 June 1998 to a person other than a financial institution on deposits (denominated in any currency) placed with, *inter alia*, a financial institution in Hong Kong is exempt from the payment of Hong Kong profits tax. This exemption does not apply, however, to deposits that are used to guarantee money borrowed in certain circumstances.

Sums received by or accrued to a financial institution by way of gains or profits arising through or from the carrying on by the financial institution of its business in Hong Kong from the sale, disposal and redemption of Securities will be subject to profits tax.

Sums derived from the sale, disposal or redemption of Securities in bearer form will be subject to Hong Kong profits tax where received by or accrued to a person, other than a financial institution, who carries on a trade, profession or business in Hong Kong and the sum has a Hong Kong source.

Similarly, such sums in respect of Securities in registered form received by or accrued to either the aforementioned person and/or a financial institution will be subject to Hong Kong profits tax if such sums have a Hong Kong source. The source of such sums will generally be determined by having regard to the manner in which the Securities are acquired and disposed.

Stamp Duty

Stamp duty will not be payable on the issue of Securities in bearer form provided either:

- (i) such Securities are denominated in a currency other than the currency of Hong Kong and are not repayable in any circumstances in the currency of Hong Kong; or
- (ii) such Securities constitute loan capital (as defined in the Stamp Duty Ordinance (Cap. 117) of Hong Kong).

If stamp duty is payable, it is payable by the Issuer on issue of Securities in bearer form at a rate of 3 per cent. of the market value of the Securities at the time of issue.

No stamp duty will be payable on any subsequent transfer of Securities in bearer form.

No stamp duty is payable on the issue of Securities in registered form. Stamp duty may be payable on any transfer of Securities in registered form if the relevant transfer is required to be registered in Hong Kong.

Stamp duty will, however, not be payable on any transfers of Securities in registered form provided that either:

- (i) the Securities in registered form are denominated in a currency other than the currency of Hong Kong and are not repayable in any circumstances in the currency of Hong Kong; or

- (ii) the Securities in registered form constitute loan capital (as defined in the Stamp Duty Ordinance (Cap. 117) of Hong Kong).

If stamp duty is payable in respect of the transfer of Securities in registered form it will be payable at the rate of 0.2 per cent. (of which 0.1 per cent. is payable by the seller and 0.1 per cent. is payable by the purchaser) normally by reference to the value of the consideration. If, in the case of either the sale or purchase of such Securities in registered form, stamp duty is not paid, both the seller and the purchaser may be liable jointly and severally to pay any unpaid stamp duty and also any penalties for late payment. If stamp duty is not paid on or before the due date (two days after the sale or purchase if effected in Hong Kong or 30 days if effected elsewhere) a penalty of up to 10 times the duty payable may be imposed. In addition, stamp duty is payable at the fixed rate of HK\$5 on each instrument of transfer executed in relation to any transfer of the Securities in registered form if the relevant transfer is required to be registered in Hong Kong.

Estate Duty

No estate duty will be payable in respect of Securities in bearer form and Securities in registered form in Hong Kong.

IRELAND

The following is a summary of the Irish withholding tax treatment of the Securities. It is based on the laws and practice of the Revenue Commissioners currently in force in Ireland as at the date of this Prospectus and may be subject to change. The summary does not purport to be a comprehensive description of all of the Irish tax considerations that may be relevant to a decision to purchase, own or dispose of the Securities. The summary does not constitute tax or legal advice and the comments below are of a general nature only and it does not discuss all aspects of Irish taxation that may be relevant to any particular holder of Securities. Prospective investors in the Securities should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Securities and the receipt of payments thereon under any laws applicable to them.

Irish Withholding Tax

Irish withholding tax applies to certain payments including payments of:

- Irish source yearly interest (yearly interest is interest that is capable of arising for a period in excess of one year);
- Irish source annual payments (annual payments are payments that are capable of being made for a period in excess of one year and are pure income-profit in the hands of the recipient); and
- Distributions (including interest that is treated as a distribution under Irish law) made by companies that are resident in Ireland for the purposes of Irish tax,

at the standard rate of income tax (currently 20 per cent.).

On the basis that the Issuer is not resident in Ireland for the purposes of Irish tax, nor does the Issuer operate in Ireland through a branch or agency with which the issue of the Securities is connected, nor are the Securities held in Ireland through a depository or otherwise located in Ireland, then to the extent that payments of interest or annual payments arise on the Securities, such payments should not be regarded as payments having an Irish source for the purposes of Irish taxation.

Accordingly, the Issuer or any paying agent acting on behalf of the Issuer should not be obliged to deduct any amount on account of these Irish withholding taxes from payments made in connection with the Securities.

Separately, for as long as the Securities are quoted on a stock exchange, a purchaser of the Securities should not be obliged to deduct any amount on account of Irish tax from a payment made by it in connection with the purchase of the Securities.

Irish Encashment Tax

Payments on any Securities paid by a paying agent in Ireland or collected or realised by an agent in Ireland acting on behalf of the beneficial owner of Securities will be subject to Irish encashment tax at the standard rate of Irish tax (currently 20 per cent.), unless it is proved, on a claim made in the required manner to the Revenue Commissioners of Ireland, that the beneficial owner of the Securities entitled to the interest or distribution is not resident in Ireland for the purposes of Irish tax and such interest or distribution is not deemed, under the provisions of Irish tax legislation, to be income of another person that is resident in Ireland.

ITALY

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Prospectus and are subject to any changes in law occurring after such date, which could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the securities and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules.

Prospective purchasers of Notes should consult their tax advisers as to the overall tax consequences of acquiring, holding and disposing of the Notes.

Law Decree No. 66 of 24 April 2014, published in the Official Gazette No. 95 of 24 April 2014 and converted into law with amendments by Law No. 89 of 23 June 2014 ("**Decree 66**"), introduced tax provisions amending certain aspects of the current tax treatment of the Notes, as summarised below. The new rules, as converted into law with amendments, will be effective as of 1 July 2014, on the basis of future clarifications. With reference to the *imposta sostitutiva* set out by Decree 239 (as defined below) the increased rate will apply on interest accrued as of 1 July 2014.

As clarified by the Italian tax authorities in resolution No. 72/E of 12 July 2010, the Italian tax consequences of the purchase, ownership and disposal of the Notes may be different depending on whether:

- (a) they represent a securitized debt claim, implying a static "use of capital" (*impiego di capitale*), through which the subscriber of the Notes transfers to the Issuer a certain amount of capital for the purpose of obtaining a remuneration on the same capital and subject to the right to obtain its (partial or entire) reimbursement at maturity; or
- (b) they represent a securitized derivative financial instrument or bundle of derivative financial instruments not entailing a "use of capital", through which the subscriber of the Notes invests indirectly in underlying financial instruments for the purpose of obtaining a profit deriving from the negotiation of such underlying financial instruments.

Tax treatment of Notes issued by an Italian resident Issuer

Legislative Decree No. 239 of 1 April 1996 ("**Decree 239**"), as subsequently amended, provides for the applicable regime with respect to the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price) from notes issued, *inter alia*, by Italian banks (which definition should also include Italian branches of foreign banks when the issuance is made through the branch, is attributable to the latter and the relevant liability is accounted by the branch, according to the prevailing interpretation of Italian tax law), falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) (the "**Notes**"). For this purpose, debentures similar to bonds are debt securities that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value and that do not allow any direct or indirect

participation either in the management of the issuer or in the business in connection with which they have been issued, nor any control on such management. For this purpose, debentures similar to bonds are debt instruments implying a “use of capital” issued in mass that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value and that do not allow a direct or indirect participation in the management of the issuer.

Italian resident Noteholders

Where an Italian resident holder is (i) an individual not engaged in an entrepreneurial activity to which the Notes are connected (unless the individual has opted for the application of the “*risparmio gestito*” regimes – see “*Capital Gains Tax*” below), (ii) a non-commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, interest, premium and other income relating to the Notes are subject to a tax withheld at source, referred to as *imposta sostitutiva*, levied at the rate of 20 per cent. and as of 1 July 2014, pursuant to Decree 66, at a rate of 26 per cent. If the Noteholders described under (i) or (iii) above are engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax.

Non-commercial pension entities incorporated under Law No. 509 of 30 June 1994 or Law No. 103 of 10 February 1996 are entitled to a tax credit equal to the positive difference between withholding taxes and substitutive taxes levied at a rate of 26 per cent. on financial proceeds deriving from their investments (including the Notes) from 1 July 2014 to 31 December 2014, as certified by the relevant withholding agent, and a notional 20 per cent. taxation, provided that such credit is disclosed by such entities in the annual corporation tax return.

Where an Italian resident Noteholder is a company or similar commercial entity or a permanent establishment in Italy of a foreign company to which the Notes are effectively connected and the Notes are deposited with an authorised intermediary, interest, premium and other income from the Notes will not be subject to *imposta sostitutiva*, but must be included in the relevant Noteholder's annual income tax return and are therefore subject to general Italian corporate taxation (“**IRES**”) (and in certain circumstances, depending on the “*status*” of the holder, also to -the regional tax on productive activities (“**IRAP**”)).

Under the current regime provided by Law Decree No. 351 of 25 September 2001 converted into law with amendments by Law No. 410 of 23 November 2001 (“**Decree 351**”), as clarified by the Italian Revenue Agency (*Agenzia delle Entrate*) through Circular No. 47/E of 8 August 2003 and Circular No. 11/E of 28 March 2012, payments of interest, premiums or other proceeds in respect of the Notes made to Italian resident real estate investment funds established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998, as amended and supplemented, or pursuant to Article 14-bis of Law No. 86 of 25 January 1994 are subject neither to *imposta sostitutiva* nor to any other income tax in the hands of a real estate investment fund.

If the investor is resident in Italy and is an open-ended or closed-ended investment fund or a SICAV (an investment company with variable capital) established in Italy and either (i) the fund or SICAV or (ii) their manager is subject to the supervision of a regulatory authority (the “**Fund**”), and the relevant Notes are held by an authorised intermediary, interest, premium and other income accrued during the holding period on such Notes will not be subject to *imposta sostitutiva*, but must be included in the management results of the Fund. The Fund will not be subject to taxation on such results but a substitute tax of 20 per cent. will apply, in certain circumstances, to distributions made in favour of unitholders or shareholders (the “**Collective Investment Fund Substitute Tax**”). As of 1 July 2014, pursuant to Decree 66, the rate of the Collective Investment Fund Tax will be increased to 26 per cent.

Where an Italian resident holder is a pension fund (subject to the regime provided for by Article 17 of the Legislative Decree No. 252 of 5 December 2005) and the Notes are deposited with an authorised intermediary, interest, premium and other income relating to the Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to a 11 per cent. substitute tax (which is increased to 11.5 per cent. for 2014).

Pursuant to Decree 239, *imposta sostitutiva* is applied by banks, SIMs, fiduciary companies, SGRs, stockbrokers and other entities identified by a Decree of the Ministry of Economy and Finance (each an “**Intermediary**”).

An Intermediary must (i) be resident in Italy or be a permanent establishment in Italy of a non-Italian resident financial intermediary and (ii) intervene, in any way, in the collection of interest or in the transfer of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Notes or in a change of the Intermediary with which the Notes are deposited.

Where the Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any entity paying interest to a holder.

Non-Italian resident Noteholders

Where the Notes are issued by an Italian resident Issuer and the Noteholder is a non-Italian resident without a permanent establishment in Italy to which the Notes are connected, an exemption from the *imposta sostitutiva* applies provided that the non-Italian resident beneficial owner is either (i) resident, for tax purposes, in a country which allows a satisfactory exchange of information with Italy; or (ii) an international body or entity set up in accordance with international agreements which have entered into force in Italy; or (iii) a Central Bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or (iv) an institutional investor which is incorporated in a country which allows for a satisfactory exchange of information with Italy, even if it does not possess the status of a taxpayer in its own country of residence.

The *imposta sostitutiva* will be applicable at the rate of 20 per cent. and as of 1 July 2014, pursuant to Decree 66, at the rate of 26 per cent. (or in any case at the reduced rate provided for by the applicable double tax treaty, if any) to interest, premium and other income paid to holders which are resident, for tax purposes, in countries which do not allow a satisfactory exchange of information with Italy.

Please note that according to the Law No. 244 of 24 December 2007 (“**Budget Law 2008**”) a Decree still to be issued should introduce a new “white list” replacing the current “black list” system, so as to identify those countries which allow for a satisfactory exchange of information.

In order to ensure gross payment, non-Italian resident holders must be the beneficial owners of the payments of interest, premium or other income and (i) deposit, directly or indirectly, the Notes with a resident bank or SIM or a permanent establishment in Italy of a non-Italian resident bank or SIM or with a non-Italian resident entity or company participating in a centralised securities management system which is in contact, via computer, with the Ministry of Economy and Finance; and (ii) file with the relevant depository, prior to or concurrently with the deposit of the Notes, a statement of the relevant holder, which remains valid until withdrawn or revoked, in which the holder declares to be eligible to benefit from the applicable exemption from *imposta sostitutiva*. Such statement, which is not requested for international bodies or entities set up in accordance with international agreements which have entered into force in Italy or in the case of foreign Central Banks or entities which manage, *inter alia*, the official reserves of a foreign State, must comply with the requirements set forth by Ministerial Decree 12 December 2001.

Tax treatment of Notes issued by a non-Italian resident issuer

Decree 239 provides for the applicable regime with respect to the tax treatment of interest, premium and other income, including the difference between repayment amount and the issue price, from notes falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) issued, *inter alia*, by non-Italian issuers. For this purpose, bonds and debentures similar to bonds are securities that incorporate an unconditional obligation to pay, at redemption, an amount not lower than their nominal value and which do not grant the holder any direct or indirect right of participation to (or of control of) to management of the Issuer.

Italian resident Noteholders

Where the Italian resident Noteholder is (a) an individual not engaged in an entrepreneurial activity to which the relevant Notes are connected (unless he has opted for the application of the “*risparmio gestito*” regime - see under “Capital gains tax”, below); (b) a non-commercial partnership; (c) a non-commercial private or public institution; or (d) an investor exempt from Italian corporate income taxation, interest, premium and other income relating to the Notes, accrued during the relevant holding period, are subject to a substitute tax, referred to as *imposta sostitutiva*, levied at the rate of 20 per cent. and, as of 1 July 2014, pursuant to Decree 66, at a rate of 26 per cent. In the event that Noteholders described under (a) and (c) above are engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax.

Non-commercial pension entities incorporated under Law No. 509 of 30 June 1994 or Law No. 103 of 10 February 1996 are entitled to a tax credit equal to the positive difference between withholding taxes and substitutive taxes levied at a rate of 26 per cent. on financial proceeds deriving from their investments (including the Notes) from 1 July 2014 to 31 December 2014, as certified by the relevant withholding agent, and a notional 20 per cent. taxation, provided that such credit is disclosed by such entities in the annual corporation tax return.

Where an Italian resident Noteholder is a company or similar commercial entity or a permanent establishment in Italy of a foreign company to which the Notes are effectively connected and the Notes are deposited with an authorised intermediary, interest, premium and other income from the Notes will not be subject to *imposta sostitutiva*, but must be included in the relevant Noteholder’s income tax return and are therefore subject to IRES (and, in certain circumstances, depending on the “status” of the Noteholder, also to IRAP).

Under the current regime provided by Decree 351, as clarified by the Italian Revenue Agency (*Agenzia delle Entrate*) through Circular No. 47/E of 8 August 2003 and Circular No 11/E of 28 March 2012, payments of interest, premiums or other proceeds in respect of the Notes made to Italian resident real estate investment funds established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998, as amended and supplemented, and Article 14-bis of Law No. 86 of 25 January 1994 are subject neither to *imposta sostitutiva* nor to any other income tax in the hands of a real estate investment fund.

If the investor is a fund, and the relevant Notes are held by an authorised intermediary, interest, premium and other income accrued during the holding period on the Notes will not be subject to *imposta sostitutiva*, but must be included in the management results of the fund. The fund will not be subject to taxation on such results but a the Collective Investment Fund Substitute Tax will apply, in certain circumstances, to distributions made in favour of unitholders and shareholders.

Where an Italian resident Noteholder is a pension fund (subject to the regime provided for by Article 17 of the Legislative Decree No. 252 of 5 December 2005) and the Notes are deposited with an authorised intermediary, interest, premium and other income relating to the Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to an 11 per cent. substitute tax (which is increased to 11.5 per cent. for 2014).

Pursuant to Decree 239, *imposta sostitutiva* is applied by an Intermediary.

Where the Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any entity paying interest to a Noteholder.

Non-Italian resident Noteholders

For Notes issued by a non-Italian resident issuer, no Italian *imposta sostitutiva* is applied on payments to a non-Italian resident Noteholder of interest or premium relating to the Notes provided that, if the Notes are held in Italy, the non-Italian resident Noteholder declares itself to be a non-Italian resident according to Italian tax regulations.

Atypical securities

Interest payments relating to Notes that are not deemed to fall within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) may be subject to a withholding tax, levied at the rate of 20 per cent. (and, as of 1 July 2014, pursuant to Decree 66, at the rate of 26 per cent.). For this purpose, debentures similar to bonds are securities that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value.

In the case of Notes issued by an Italian resident issuer, where the Noteholder is (a) an Italian individual engaged in an entrepreneurial activity to which the Notes are connected; (b) an Italian company or a similar Italian commercial entity; (c) a permanent establishment in Italy of a foreign entity; (d) an Italian commercial partnership; or (e) an Italian commercial private or public institution, such withholding tax is a provisional withholding tax. In all other cases, including when the Noteholder is a non-Italian resident, the withholding tax is a final withholding tax. For non-Italian resident Noteholders, the withholding tax rate may be reduced by any applicable tax treaty.

If the Notes are issued by a non-Italian resident issuer, the withholding tax mentioned above does not apply to interest payments made to a non-Italian resident Noteholder and to an Italian resident Noteholder which is (a) a company or similar commercial entity (including the Italian permanent establishment of foreign entities); (b) a commercial partnership; or (c) a commercial private or public institution.

Capital gains tax

Any gain obtained from the sale or redemption of the Notes would be treated as part of the taxable income (and, in certain circumstances, depending on the “status” of the Noteholder, also as part of the net value of the production for IRAP purposes) if realised by an Italian company or a similar commercial entity (including the Italian permanent establishment of foreign entities to which the Notes are connected) or Italian resident individuals engaged in an entrepreneurial activity to which the Notes are connected.

Where an Italian resident Noteholder is an (i) an individual holding the Notes not in connection with an entrepreneurial activity, (ii) a non-commercial partnership, (iii) a non-commercial private or public institution, any capital gain realised by such Noteholder from the sale or redemption of the Notes would be subject to an *imposta sostitutiva*, levied at the current rate of 20 per cent. (and, as of 1 July 2014, pursuant to Decree 66, at the rate of 26 per cent.) Noteholders may set off losses with gains.

In respect of the application of *imposta sostitutiva*, taxpayers may opt for one of the three regimes described below.

Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for Italian resident individuals not engaged in entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss, realised by the Italian resident individual Noteholder holding Notes not in connection with an entrepreneurial activity pursuant to all sales or redemptions of the Notes carried out during any given tax year. Italian resident individuals holding Notes not in connection with an entrepreneurial activity must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay *imposta sostitutiva* on such gains together with any balance of income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years. Pursuant to Decree 66, capital losses may be carried forward to be offset against capital gains of the same nature realised after 30 June 2014 for an overall amount of: (i) 48.08 per cent. of the relevant capital losses realised before 1 January 2012; (ii) 76.92 per cent. of the capital losses realised from 1 January 2012 to 30 June 2014.

As an alternative to the tax declaration regime, Italian resident individual Noteholders holding Notes not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the relevant Notes (the *risparmio amministrato regime*). Such separate taxation of capital gains is allowed subject to (a) Notes being deposited with Italian banks, SIMs or certain authorised financial intermediaries (including permanent establishments in Italy of foreign intermediaries); and (b) an express election for the *risparmio amministrato* regime being punctually made in

writing by the relevant Noteholder. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of Notes (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Noteholder or using funds provided by the Noteholder for this purpose. Under the *risparmio amministrato* regime, where a sale or redemption of Notes results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the Noteholder is not required to declare the capital gains in its annual tax return. Pursuant to Decree 66, capital losses may be carried forward to be offset against capital gains of the same nature realised after 30 June 2014 for an overall amount of: (i) 48.08 per cent. of the relevant capital losses realised before 1 January 2012; (ii) 76.92 per cent. of the capital losses realised from 1 January 2012 to 30 June 2014.

Any capital gains realised by Italian resident individuals holding Notes not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including Notes, to an authorised intermediary and have opted for the so-called "*risparmio gestito*" regime will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 20 per cent. substitute tax (and, as of 1 July 2014, pursuant to Decree 66, to a 26 per cent. substitute tax), to be paid by the managing authorised intermediary. Under the *risparmio gestito* regime, any depreciation of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the *risparmio gestito* regime, the Noteholder is not required to declare the capital gains realised in its annual tax return. Pursuant to Decree 66, decreases in value of the management assets may be carried forward to be offset against any subsequent increase in value accrued as of 1 July 2014 for an overall amount of: (i) 48.08 per cent. of the relevant decreases in value registered before 1 January 2012; (ii) 76.92 per cent. of the decreases in value registered from 1 January 2012 to 30 June 2014.

Any capital gains realised by a Noteholder who is an Italian real estate fund to which the provisions of Decree 351 as subsequently amended apply will be subject neither to *imposta sostitutiva* nor to any other income tax at the level of the real estate investment fund.

Any capital gains realised by a Noteholder which is a fund will not be subject to *imposta sostitutiva*, but will be included in the result of the relevant portfolio. Such result will not be taxed with the Ffund, but subsequent distributions in favour of unitholders of shareholders may be subject to the Collective Investment Fund Substitute Tax.

Any capital gains realised by a Noteholder who is an Italian pension fund (subject to the regime provided for by article 17 of the Legislative Decree No. 252 of 5 December 2005) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the 11 per cent. substitute tax (which is increased to 11.5 per cent. for 2014).

Capital gains realised by non-Italian resident Noteholders, not having a permanent establishment in Italy to which the Notes are connected, from the sale or redemption of Notes issued by an Italian resident issuer and traded on regulated markets are neither subject to the *imposta sostitutiva* nor to any other Italian income tax.

Capital gains realised by non-Italian resident Noteholders from the sale or redemption of Notes issued by an Italian resident issuer not traded on regulated markets are not subject to the *imposta sostitutiva*, provided that the effective beneficiary: (a) is resident in a country which allows for a satisfactory exchange of information with Italy; or (b) is an international entity or body set up in accordance with international agreements which have entered into force in Italy; or (c) is a Central Bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or (d) is an institutional investor which is resident in a country which allows for a satisfactory exchange of information with Italy, even if it does not possess the status of taxpayer in its own country of residence.

The countries which allow for a satisfactory exchange of information are listed in the Ministerial Decree dated 4 September 1996, as amended from time to time.

Please note that, according to the Budget Law 2008, a Decree still to be issued should introduce a new 'white list' replacing the current "black list" system, so as to identify those countries which (i) allow for a satisfactory exchange of information; and (ii) do not have a more favourable tax regime.

If none of the conditions above is met, capital gains realised by non-Italian resident Noteholders from the sale or redemption of Notes issued by an Italian resident issuer not traded on regulated markets are subject to the *imposta sostitutiva* at the rate of 20 per cent. (which is increased to 26 per cent. as of 1 July 2014, pursuant to Decree 66).

In any event, non-Italian resident individuals or entities without a permanent establishment in Italy to which the Notes issued by an Italian resident issuer are connected that may benefit from a double taxation treaty with Italy providing that capital gains realised upon the sale or redemption of Notes are to be taxed only in the country of tax residence of the recipient, will not be subject to *imposta sostitutiva* in Italy on any capital gains realised upon the sale or redemption of Notes issued by an Italian resident issuer.

Capital gains realised by non-Italian resident Noteholders from the sale or redemption of Notes issued by a non-Italian resident issuer are not subject to Italian taxation, provided that the Notes are held outside Italy or traded on a regulated market.

Tax treatment of derivative financial instruments issued by an Italian resident issuer or a non-Italian resident issuer

Based on the principles stated by the Italian tax authorities in resolution No. 72/E of 12 July 2010, payments in respect of Notes qualifying as securitized derivative financial instruments not entailing a "use of capital" as well as capital gains realised through the sale of the same Notes would be subject to Italian taxation according to the same rules described above applicable on capital gains realised through the sale or transfer of the Notes.

Payments in respect of Notes qualifying as securitised derivative financial instruments received by investors resident in Italy for tax purposes (not engaged in entrepreneurial activities to which the Notes are connected) as well as capital gains realised by such Italian investors on any sale or transfer for consideration of the Notes qualifying as securitised derivative financial instruments or redemption thereof are subject to a 20 per cent. (26 per cent., as of 1 July 2014, pursuant to Decree 66) capital gain tax, which applies under the tax declaration regime, the *risparmio amministrato* tax regime or the *risparmio gestito* tax regime according to the same rules described above under the section "Capital Gains Tax" above.

Payments in respect of Notes qualifying as securitised derivative financial instruments received by investors resident in Italy for tax purposes which carry out commercial activities are not subject to the 20 per cent. (26 per cent. as of 1 July 2014, pursuant to Decree 66) capital gain tax, but the proceeds are included in their taxable income and subject to taxation in accordance with the ordinary rules.

Any capital gains realised by a Noteholder who is a Fund will be included in the result of the relevant portfolio accrued at the end of the tax period. The Fund will not be subject to taxation on such result, but distributions made in favour of unitholders or shareholders may be subject to the Collective Investment Fund Substitute Tax.

Any capital gains realised by a Noteholder who is an Italian pension fund (subject to the regime provided for by Article 17 of the Legislative Decree No. 252 of 5 December 2005) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the 11 per cent. substitute tax (which is increased to 11.5 per cent. for 2014).

Under the current regime provided by Decree 351, as clarified by the Italian Ministry of Economy and Finance through Circular No. 47/E of 8 August 2003 and Circular No. 11/E of 28 March 2012, payments of interest in respect of the Notes made to Italian resident real estate investment funds established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998, as amended and supplemented, and Article 14-bis of Law No. 86 of 25 January 1994 are, if some conditions are met, subject neither to substitute tax nor to any other income tax in the hands of a real estate investment fund.

Capital gains realised by non-Italian-resident Noteholders, not having a permanent establishment in Italy to which the Notes qualifying as securitised derivative financial instrument is connected, from the sale or redemption of Notes qualifying as securitised derivative financial instruments issued by an Italian resident issuer are not subject to the *imposta sostitutiva*, provided that the Notes (i) are transferred on regulated markets, or (ii) are held outside of Italy.

Capital gains realised by non-Italian resident Noteholders, not having a permanent establishment in Italy to which the Notes qualifying as securitised derivative financial instrument is connected, from the sale or redemption of Notes qualifying as securitised derivative financial instruments issued by an Italian issuer and not traded on regulated markets are not subject to the *imposta sostitutiva*, provided that the actual beneficiary: (i) is resident for income tax purposes in a country which allows for a satisfactory exchange of information with Italy; or (ii) is an international entity or body set up in accordance with international agreements which have entered into force in Italy; or (iii) is a Central Bank or an entity which manages, inter alia, the official reserves of a foreign State; or (iv) is an institutional investor which is resident in a country which allows for a satisfactory exchange of information with Italy, even if it does not possess the status of a taxpayer in its own country of residence.

Please note that, according to the Budget Law 2008, a Decree still to be issued should introduce a new “white-list” replacing the current “black-list” system, so as to identify those countries which (i) allow for a satisfactory exchange of information and (ii) do not have a more favourable tax regime.

If none of the conditions above are met, capital gains realised by non-Italian resident Noteholders from the sale or redemption of Notes qualifying as securitised derivative financial instruments issued by an Italian resident issuer not traded on regulated markets are subject to the *imposta sostitutiva* at the current rate of 20 per cent. (and, as of 1 July 2014, pursuant to Decree 66, at the rate of 26 per cent.).

In any event, if the Notes qualifying as securitised derivative financial instruments are issued by an Italian resident issuer, non-Italian resident individuals or entities without a permanent establishment in Italy to which the Notes qualifying as securitised derivative financial instruments are connected, that may benefit from a double taxation treaty with Italy providing that capital gains realised upon the sale or redemption of Notes are to be taxed only in the country of tax residence of the recipient, will not be subject to *imposta sostitutiva* in Italy on any capital gains realised upon the sale or redemption of Notes.

Capital gains realised by non-Italian resident Noteholders from the sale or redemption of Notes qualifying as securitised derivative financial instruments issued by a non-Italian resident issuer are not subject to Italian taxation, provided that the Notes are held outside Italy or traded on a regulated market.

Common provisions for Notes issued by an Italian resident issuers or a non-Italian resident issuer

Inheritance and gift taxes

Pursuant to Law Decree No. 262 of 3 October 2006, converted into Law No. 286 of 24 November 2006, the transfers of any valuable asset (including shares, bonds or other securities) as a result of death or donation are taxed as follows:

- (a) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent. on the value of the inheritance or the gift exceeding, for each beneficiary, €1,000,000;
- (b) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree, are subject to an inheritance and gift tax applied at a rate of 6 per cent. on the entire value of the inheritance or the gift. Transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the value of the inheritance or the gift exceeding, for each beneficiary, €100,000; and
- (c) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or the gift.

If the transfer is made in favour of persons with severe disabilities, the tax is levied at the rate mentioned above in (a), (b) and (c) on the value exceeding, for each beneficiary, €1,500,000.

Transfer tax

Following the repeal of the Italian transfer tax, contracts relating to the transfer of Notes are subject to the following registration tax: (i) public deeds and notarised deeds are subject to fixed registration tax at a rate of €200.00; (ii) private deeds are subject to registration tax only in case of use or voluntary registration.

Stamp duty

Pursuant to Article 19(1) of Decree No. 201 of 6 December 2011 (“**Decree 201**”), a proportional stamp duty applies on an annual basis to any periodic reporting communications which may be sent by a financial intermediary to a Noteholder in respect of any Notes which may be deposited with such financial intermediary. The stamp duty applies at a rate of 0.2 per cent. and it cannot exceed €14,000, for taxpayers different from individuals. This stamp duty is determined on the basis of the market value or – if no market value figure is available – the nominal value or redemption amount of the Notes held.

Based on the wording of the law and the implementing decree issued by the Italian Ministry of Economy on 24 May 2012, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy on 9 February 2011) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory.

Wealth Tax on Notes deposited abroad

Pursuant to Article 19(18) of Decree 201, Italian resident individuals holding the Notes outside the Italian territory are required to pay an additional tax at a rate of 0.2 per cent.

This tax is calculated on the market value of the Notes at the end of the relevant year or – if no market value figure is available – the nominal value or the redemption value of such financial assets held outside the Italian territory. Taxpayers are entitled to an Italian tax credit equivalent to the amount of wealth taxes paid in the State where the financial assets are held (up to an amount equal to the Italian wealth tax due).

Implementation in Italy of the EU Savings Directive

Italy has implemented the Directive through Legislative Decree No. 84 of 18 April, 2005 (“**Decree 84**”). Under Decree 84, subject to a number of important conditions being met, in the case of interest paid to individuals which qualify as beneficial owners of the interest payment and are resident for tax purposes in another Member State, Italian qualified paying agents shall report to the Italian tax authorities details of the relevant payments and personal information on the individual beneficial owner and shall not apply the withholding tax. Such information is transmitted by the Italian tax authorities to the competent foreign tax authorities of the State of residence of the beneficial owner.

Italian Financial Transaction Tax (IFTT)

Italian shares and other participating instruments, as well as depository receipts representing those shares and participating instruments irrespective of the relevant issuer, (cumulatively referred to as “**In-Scope Shares**”), received by an investor upon physical settlement of the Notes may be subject to a 0.2 per cent. IFTT calculated on the value of the Notes as determined according to Article 4 of Ministerial Decree of 21 February 2013, as amended (the “**IFTT Decree**”).

Investors on derivative transactions or derivative financial instruments and certain equity-linked notes mainly having as underlying or mainly linked to In-Scope Shares are subject to IFTT at a rate ranging between €0.01875 and €200 per counterparty, depending on the notional value of the relevant derivative transaction or derivative financial instruments calculated pursuant to Article 9 of the IFTT Decree. IFTT applies upon subscription, negotiation or modification of the derivative transactions or derivative financial instruments. The tax rate may be reduced to a fifth if the transaction is executed on certain qualifying regulated markets or multilateral trading facilities.

NETHERLANDS

General

The following summary outlines the principal Netherlands tax consequences of the acquisition, holding, settlement, redemption and disposal of the Securities, but does not purport to be a comprehensive description of all Netherlands tax considerations that may be relevant. For purposes of Netherlands tax law, a Securityholder may include an individual or entity who does not have the legal title of these Securities, but to whom nevertheless the Securities or the income thereof is attributed based on specific statutory provisions or on the basis of such individual or entity having an interest in the Securities or the income thereof. This summary is intended as general information only for Securityholders who are residents or deemed residents of the Netherlands for Netherlands tax purposes. Each prospective investor should consult a professional tax adviser with respect to the tax consequences of the acquisition, holding, settlement, redemption and disposal of the Securities.

This summary is based on tax legislation, published case law, treaties, regulations and published policy, in each case as in force as of the date of this Prospectus, and does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect.

This summary does not address the Netherlands tax consequences for:

- investment institutions (*fiscale beleggingsinstellingen*);
- pension funds, exempt investment institutions (*vrijgestelde beleggingsinstellingen*) or other entities that are not subject to or exempt from Netherlands corporate income tax;
- Securityholders holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Issuer and Securityholders of whom a certain related person holds a substantial interest in the Issuer. Generally speaking, a substantial interest in the Issuer arises if a person, alone or, where such person is an individual, together with his or her partner (statutory defined term), directly or indirectly, holds or is deemed to hold (i) an interest of 5 per cent. or more of the total issued capital of the Issuer or of 5 per cent. or more of the issued capital of a certain class of shares of the Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit sharing rights in the Issuer;
- persons to whom the Securities and the income from the Securities are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Netherlands Income Tax Act 2001 (*Wet inkomstenbelasting 2001*) and the Netherlands Gift and Inheritance Tax Act 1956 (*Successiewet 1956*);
- entities which are a resident of Aruba, Curacao or Sint Maarten that have an enterprise which is carried on through a permanent establishment or a permanent representative on Bonaire, Sint Eustatius or Saba; and
- individuals to whom Securities or the income therefrom are attributable to employment activities which are taxed as employment income in the Netherlands.

For the purpose of the Netherlands tax consequences described herein, it is assumed that the Issuer is neither a resident of the Netherlands nor deemed to be a resident of the Netherlands for Netherlands tax purposes.

Where this summary refers to the Netherlands, such reference is restricted to the part of the Kingdom of the Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom.

Netherlands Withholding Tax

All payments made by the Issuer under the Securities may be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

Netherlands Corporate and Individual Income Tax

If a Securityholder is a resident of the Netherlands or deemed to be a resident of the Netherlands for Netherlands corporate income tax purposes and is fully subject to Netherlands corporate income tax or is only subject to Netherlands corporate income tax in respect of an enterprise to which the Securities are attributable, income derived from the Securities and gains realised upon the redemption, settlement or disposal of the Securities are generally taxable in the Netherlands (at up to a maximum rate of 25 per cent.).

If an individual is a resident of the Netherlands or deemed to be a resident of the Netherlands for Netherlands individual income tax purposes or has opted to be treated as a resident of the Netherlands for individual income tax purposes, income derived from the Securities and gains realised upon the redemption, settlement or disposal of the Securities are taxable at the progressive rates (at up to a maximum rate of 52 per cent.) under the Netherlands Income Tax Act 2001, if:

- the individual is an entrepreneur (*ondernemer*) and has an enterprise to which the Securities are attributable or the individual has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the Securities are attributable; or
- such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which includes activities with respect to the Securities that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor condition (ii) above applies, an individual that holds the Securities, must determine taxable income with regard to the Securities on the basis of a deemed return on income from savings and investments (*sparen en beleggen*), rather than on the basis of income actually received or gains actually realised. This deemed return on income from savings and investments is fixed at a rate of 4 per cent. of the individual's yield basis (*rendementsgrondslag*) at the beginning of the calendar year (1 January), insofar as the individual's yield basis exceeds a certain threshold (*heffingvrij vermogen*). The individual's yield basis is determined as the fair market value of certain qualifying assets held by the individual less the fair market value of certain qualifying liabilities on 1 January. The fair market value of the Securities will be included as an asset in the individual's yield basis. The 4 per cent deemed return on income from savings and investments is taxed at a rate of 30 per cent.

Netherlands Gift and Inheritance Tax

Netherlands gift or inheritance taxes will not be levied on the occasion of the transfer of a Security by way of gift by, or on the death of, a Securityholder, unless:

- the Securityholder is, or is deemed to be, resident in the Netherlands for the purpose of the relevant provisions of the Netherlands gift and inheritance tax; or
- the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in the Netherlands for the purpose of the relevant provisions of the Netherlands gift and inheritance tax.

Netherlands Value Added Tax

In general, no value added tax will arise in respect of payments in consideration for the issue of the Securities or in respect of a cash payment made under the Securities, or in respect of a transfer of Securities.

Other Netherlands Taxes and Duties

No registration tax, customs duty, transfer tax, stamp duty or any other similar documentary tax or duty will be payable in the Netherlands by a Securityholder in respect of or in connection with the subscription, issue, placement, allotment, delivery or transfer of the Securities.

PORTUGAL

The following is a summary of the current Portuguese tax treatment at the date hereof in relation to certain aspects of the Portuguese taxation of payments in respect of the Notes. The statements do not deal with other Portuguese tax aspects regarding such Notes and relate only to the position of persons who are absolute beneficial owners of such Notes. The following is a general guide, does not constitute tax or legal advice and should be treated with appropriate caution. The holders of such Notes who are in any doubt as to their tax position should consult their own professional advisers.

Portuguese tax treatment for Notes issued by Deutsche Bank AG acting through its Portuguese Branch

General tax regime applicable to debt securities

Economic benefits derived from interest, amortisation, reimbursement premiums and other instances of remuneration arising in respect of debt securities are designated as investment income for Portuguese tax purposes.

Interest and other types of investment income obtained from debt securities held by a Portuguese resident individual are subject to individual income tax. If payment of interest or other investment income is made available to Portuguese resident individuals, withholding tax applies, as a rule, at a rate of 28 per cent., which is the final tax payable on that income unless the individual elects to include such income in his taxable income (income being subject to tax at progressive rates of up to 48 per cent). An additional income tax rate will be due on the part of the taxable income exceeding € 80,000 as follows: (i) 2.5 per cent on the part of the taxable income exceeding € 80,000 up to € 250,000, and (ii) 5 per cent on the remaining part (if any) of the taxable income exceeding € 250,000. Also, if the option of income aggregation is made an additional surcharge at the rate of 3.5 per cent will also be due on the amount that exceeds the annual amount of the monthly minimum guaranteed wage. In this case, the tax withheld is deemed a payment on account on the final tax due. Accrued interest qualifies as interest for tax purposes.

Investment income paid or made available to accounts opened in the name of one or more accountholders acting on behalf of one or more unidentified third parties is subject to a final withholding tax rate of 35 per cent., unless the relevant beneficial owner(s) of the income is/are identified, in which case, the withholding tax rates applicable to such beneficial owner(s) will apply.

Interest and other investment income derived from debt securities obtained on such debt securities by legal persons resident for tax purposes in Portugal and by non-resident legal persons with a permanent establishment in Portugal to which the income is attributable, are included in the taxable income of such legal persons and are subject to a Portuguese Corporate Income Tax at a rate of (1) 23 per cent. or (ii) if the taxpayer is a small or medium enterprise as established in Decree-Law no. 372/2007 of 6 November 2007, 17 per cent. for taxable profits up to EUR 15,000 and 23 per cent. on profits in excess thereof to which a municipal surcharge ("*derrama municipal*") of up to 1.5 per cent. of such taxable income may be added. Corporate taxpayers with a taxable income of more than EUR 1,500,000 are also subject to State surcharge (*derrama estadual*) of (i) 3 per cent. on the part of its taxable profits exceeding EUR 1,500,000 up to EUR 7,500,000, (ii) 5 per cent. on the part of the taxable profits that exceeds EUR 7,500,000 up to EUR 35,000,000, and (iii) 7 per cent. on the part of the taxable profits that exceeds EUR 35,000,000.

As a general rule, withholding tax at a rate of 25 per cent. applies on interest and other investment income, any amounts so withheld being deemed to be a payment on account of the final tax due. Financial institutions, pension funds, retirement and/or education savings funds, share savings funds, venture capital

funds incorporated under the laws in Portugal and some exempt entities are not subject to Portuguese withholding tax.

Without prejudice to the special debt securities tax regime as described below, the general tax regime on debt securities applicable to non-resident entities is as follows:

As a rule, interest and other types of investment income obtained by non-resident beneficial owners (legal persons) without a Portuguese permanent establishment to which the income is attributable are subject to withholding tax at a rate of 25 per cent., which is the final tax payable on that income.

Also, as a rule, interest payments on the debt securities are subject to a final withholding tax at the current rate of 28 per cent. whenever made to non-resident individual persons.

A withholding tax rate of 35 per cent. applies in case of investment income payments to individuals who are resident in the countries and territories included in the Portuguese “blacklist” (countries and territories listed in Ministerial Order (*Portaria*) no. 150/2004, of 13 February 2004, amended by Ministerial Order (*Portaria*) no. 292/2011. 8 November 2011). Investment income paid or made available to accounts opened in the name of one or more accountholders acting on behalf of one or more unidentified third parties is subject to a final withholding tax rate of 35 per cent., unless the relevant beneficial owner(s) of the income is/are identified, in which case, the withholding tax rates applicable to such beneficial owner(s) will apply. Under the tax treaties entered into by Portugal, which are in full force and effect on the date of this Prospectus, the withholding tax rate may be reduced to 15, 12, 10 or 5 per cent., depending on the applicable treaty and provided that the relevant formalities (including certification of residence by the tax authorities of the jurisdiction of residence of the beneficial owners of the interest and other investment income) are met. The reduction may apply at source or by way of a refund of the excess tax. The forms currently applicable for these purposes are (at the date of this Base Prospectus) available to download at www.portaldasfinancas.gov.pt.

Special tax regime applicable to debt securities

Pursuant to Decree-Law 193/2005, of 7 of November (“Decree-Law 193/2005”), as amended from time to time, investment income paid on, as well as capital gains derived from a sale or other disposition of the Notes, to non-Portuguese resident Noteholders will be exempt from Portuguese income tax provided the debt securities are integrated in (i) a centralised system for securities managed by an entity resident for tax purposes in Portugal, or (ii) an international clearing system operated by a managing entity established in a member state of the EU other than Portugal (e.g. Euroclear or Clearstream, Luxembourg) or in a European Economic Area Member State provided, in this case, that such State is bound to cooperate with Portugal under an administrative cooperation arrangement in tax matters similar to the exchange of information schemes in relation to tax matters existing within the EU Member States or (iii) integrated in other centralised systems not covered above provided that, in this last case, the Portuguese Government authorises the application of the Decree-Law 193/2005, and the beneficiaries are:

- (i) central banks or governmental agencies; or
- (ii) international bodies recognised by the Portuguese State; or
- (iii) entities resident in countries or jurisdictions with whom Portugal has a double tax treaty in force or a tax information exchange agreement; or
- (iv) other entities without headquarters, effective management or a permanent establishment in the Portuguese territory to which the relevant income is attributable and which are not domiciled in a blacklisted jurisdiction as set out in the *Portaria* no. 150/2004, as amended.

For purposes of application at source of this tax exemption regime, Decree-Law 193/2005 requires completion of certain procedures and the provision of certain information. Under these procedures (which are aimed at verifying the non-resident status of the Noteholder), the Noteholder is required to hold the Notes through an account with one of the following entities:

- (i) a direct registered entity, which is the entity with which the debt securities accounts that are integrated in the centralised system are opened;
- (ii) an indirect registered entity, which, although not assuming the role of the "direct registered entities", is a client of the latter; or
- (iii) an international clearing system, which is an entity that proceeds, in the international market, to clear, settle or transfer securities which are integrated in centralised systems or in their own registration systems.

Internationally Cleared Notes - held through an entity managing an international clearing system

Pursuant to the requirements set forth in the tax regime, if the Notes are registered in an account held by an international clearing system operated by a managing entity, the latter shall transmit, on each interest payment date and each relevant redemption date, to the direct register entity or to its representative, and with respect to all accounts under its management, the identification and quantity of securities, as well as the amount of income, and, when applicable, the amount of tax withheld, segregated by the following categories of beneficiaries:

- (i) Entities with residence, headquarters, effective management or permanent establishment to which the income would be imputable and which are non-exempt and subject to withholding;
- (ii) Entities which have residence in country, territory or region with a more favourable tax regime, included in the Portuguese "blacklist" (countries and territories listed in Portaria no. 150/2004, of 13 February 2004, as amended from time to time, the Portaria no. 150/2004) and which are non-exempt and subject to withholding;
- (iii) Entities with residence, headquarters, effective management or permanent establishment to which the income would be imputable, and which are exempt or not subject to withholding;
- (iv) Other entities which do not have residence, headquarters, effective management or permanent establishment to which the income generated by the securities would be imputable.

On each interest payment date and each relevant redemption date, the following information with respect to the beneficiaries that fall within the categories mentioned in paragraphs (i), (ii) and (iii) above, should also be transmitted:

- (a) Name and address;
- (b) Tax identification number (if applicable);
- (c) Identification and quantity of the securities held; and
- (d) Amount of income generated by the securities.

If the conditions for the exemption to apply are met, but, due to inaccurate or insufficient information, tax was withheld, a special refund procedure is available under the special regime approved by Decree-law 193/2005, as amended from time to time. The refund claim is to be submitted to the direct register entity of the Notes within 6 months from the date the withholding took place. A special tax form for these purposes, and for issuances as from 1 of January 2014 onwards, was approved by Order ("Despacho") no. 2937/2014 (2nd series), published in the Portuguese official gazette, second series, n.º 37, of 21 February 2014 issued by the Secretary of State of Tax Affairs and may be available at www.portaldasfinancas.gov.pt. The refund of withholding tax after the above six-month period is to be claimed from the Portuguese tax authorities within two years, starting from the term of the year in which the withholding took place.

The absence of evidence of non-residency in respect to any non-resident entity which benefits from the above mentioned tax exemption regime shall result in the loss of the tax exemption and consequent submission to the above applicable.

Law 83-C/2013 of 31 December 2013 has introduced several relevant amendments on Decree-Law 193/2005, of 7 November 2005 ("Decree-Law 193/2005") including the possibility of applying the withholding tax exemption in case of issuances of Notes centralised directly with an international clearing system in the EU. It should be taken into consideration that at this stage the practical experience of implementation of the new procedures to comply with the amended Decree-Law 193/2005 for such issuances is not-existent or very scarce. The holders of any such issued Notes should consult their own professional advisers as to their tax position.

Portuguese tax treatment of Notes issued by the Issuers (other than Deutsche Bank AG, Portuguese Branch)

Under current Portuguese law, investment income payments in respect of Notes made to Portuguese tax resident companies are included in their taxable income and are subject to a Portuguese corporate income tax at a rate of (i) 23 per cent. or (ii) if the taxpayer is a small or medium enterprise as established in Decree-Law no. 372/2007, of 6 November 2007, 17 per cent. for taxable profits up to Euro 15,000 and 23 per cent. on profits in excess thereof to which may be added a municipal surcharge (*derrama municipal*) of up to 1.5 per cent. over the Portuguese corporate Noteholders' taxable profits, where applicable. Corporate taxpayers with a taxable income of more than Euro 1,500,000 are also subject to a state surcharge (*derrama estadual*) of (i) 3 per cent. on the part of the taxable profits exceeding Euro 1,500,000 up to Euro 7,500,000, (ii) 5 per cent. on the part of the taxable profits exceeding Euro 7,500,000 up to Euro 35,000,000, and (iii) 7 per cent. on the part of the taxable profits that exceeds Euro 35,000,000.

As regards to investment income on Notes made to Portuguese tax resident individuals, they are subject to personal income tax which shall be withheld at the current final withholding rate of 28 per cent. if there is a Portuguese resident paying agent, unless the individual elects to include it in his taxable income, subject to tax at the current progressive rates of up to 48 per cent. An additional income tax rate will be due on the part of the taxable income exceeding Euro 80,000 as follows: (i) 2.5 per cent. on the part of the taxable income exceeding Euro 80,000 up to Euro 250,000, and (ii) 5 per cent. on the remaining part (if any) of the taxable income exceeding Euro 250,000. Also, if the option of income aggregation is made an additional surcharge at the rate of 3.5 per cent. will also be due over the amount that exceeds the annual amount of the monthly minimum guaranteed wage. In this case, the tax withheld is deemed to be a payment on account on the final tax due.

Investment income payments due by non-resident entities to Portuguese tax resident individuals are subject to an autonomous taxation at a rate of 28 per cent. whenever those payments are not subject to Portuguese withholding tax unless the individual elects to include it in his taxable income, subject to tax at the current progressive rates of up to 48 per cent. An additional income tax rate will be due on the part of the taxable income exceeding Euro 80,000 as follows: (i) 2.5 per cent. on the part of the taxable income exceeding Euro 80,000 up to Euro 250,000, and (ii) 5 per cent. on the remaining part (if any) of the taxable income exceeding Euro 250,000. Also, if the option of income aggregation is made an additional surcharge at the rate of 3.5 per cent. will also be due over the amount that exceeds the annual amount of the monthly minimum guaranteed wage. In this case, the tax withheld is deemed to be a payment on account on the final tax due.

Investment income paid or made available to accounts opened in the name of one or more accountholders acting on behalf of one or more unidentified third parties is subject to a final withholding tax rate of 35 per cent., unless the relevant beneficial owner(s) of the income is/are identified and as a consequence the tax rates applicable to such beneficial owner(s) will apply.

Payments of principal on Notes are not subject to Portuguese withholding tax. For these purposes, principal shall mean all payments carried out without any income component.

Implementation of the EU Savings Directive in Portugal

Portugal has implemented EU Savings Directive into Portuguese law through Decree-Law no. 62/2005, of 11 March 2005, as amended by Law no. 39-A/2005, of 29 July 2005.

SINGAPORE

The statements below are general in nature and are based on certain aspects of current tax laws in Singapore, announced budget measures and administrative guidelines issued by the Inland Revenue Authority of Singapore (**IRAS**) or the Monetary Authority of Singapore (**MAS**) in force as at the date of this Base Prospectus and are subject to enactment of such budget measures and to any changes in such laws or administrative guidelines, or the interpretation of those laws or guidelines, occurring after such date, which changes could be made on a retroactive basis.

Neither these statements nor any other statements in the Base Prospectus should be regarded as advice on the tax position of any holder of the Securities or of any person acquiring, selling or otherwise dealing with the Securities or on any tax implications arising from the acquisition, sale or other dealings in respect of the Securities.

The statements do not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of the Securities and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (including without limitation a person holding the Financial Sector Incentive tax status) may be subject to special rules or tax rates.

Furthermore, there may be additional taxation issues arising from Securities which are complex structured products which have not been addressed in this section.

Prospective holders of the Securities who are in doubt about their respective tax positions or any such tax implications of the purchase, ownership or transfer of any Securities or who may be subject to tax in a jurisdiction other than Singapore should consult their own professional tax advisers.

Interest and Other Payments

Subject to the following paragraphs, under Section 12(6) of the Income Tax Act, Chapter 134 of Singapore (**ITA**), the following payments are deemed to be derived from Singapore:

- (a) any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee, or service relating to any loan or indebtedness which is:
 - (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore); or
 - (ii) deductible against any income accruing in or derived from Singapore; or
- (b) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Payments falling within paragraphs (a) and (b) above and made by Deutsche Bank Aktiengesellschaft, Singapore Branch, would fall within Section 12(6) of the ITA.

Unless exempted, such payments, where made to a person not known to the Issuer to be a tax resident in Singapore, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15.0 per cent final withholding tax described below) to non tax resident persons other than non-tax-resident individuals is 17.0 per cent with effect from year of assessment 2010. The applicable rate for non-tax-resident individuals is 20.0 per cent. However, if the

payment is derived by a person who is a non tax resident in Singapore otherwise than from any trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15.0 per cent. The rate of 15.0 per cent may be reduced by applicable tax treaties.

Singapore-source interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost from debt securities and derived by individuals will be exempted from tax, except where such income is derived through a partnership in Singapore or is considered as gains or profits derived from the carrying on of a trade, business or profession.

Qualifying debt securities

Where:

- (i) more than half of a tranche of the Securities which are debt securities (i.e. bonds, notes, commercial papers and certificates of deposit) are distributed by persons which are Financial Sector Incentive (Capital Market) Companies or Financial Sector Incentive (Standard Tier) Companies or Financial Sector Incentive (Bond Market) Companies for the purposes of the ITA; and
- (ii) such tranche of Securities are debt securities issued on or after 1 January 2014 and on or before 31 December 2018,

(hereinafter called "**Relevant Securities**"), the Relevant Securities will be "qualifying debt securities" for the purposes of the ITA to which the following treatments apply:

- (a) (in the case of Relevant Securities the payments which fall within Section 12(6) of the ITA) subject to certain prescribed conditions having been fulfilled (including the furnishing of a return on debt securities in respect of the Relevant Securities within a prescribed period to the MAS, and **PROVIDED THAT** the Issuer includes in all offering documents (including the Base Prospectus and any relevant Final Terms or Pricing Supplement) relating to the Relevant Securities a statement to the effect that where interest, discount income, prepayment fee, redemption premium or break cost is derived by a person who is not tax resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption shall not apply if the non-tax-resident person acquires Relevant Securities using funds from that person's operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost (collectively, "**Qualifying Income**") paid by the Issuer and derived from the Relevant Securities by a holder who is not tax resident in Singapore and
 - (i) who does not have any permanent establishment in Singapore; or
 - (ii) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Relevant Securities are not obtained from the operation,

are exempt from Singapore tax;

- (b) subject to certain conditions having been fulfilled (including the furnishing of a return on debt securities in respect of the Relevant Securities within a prescribed period to the MAS), Qualifying Income paid by the Issuer and derived from the Relevant Securities by any company or body of persons (as defined in the ITA), and not being the holder of the Financial Sector Incentive or other special tax status, is subject to tax at a concessionary rate of 10 per cent;
- (c) (in the case of Relevant Securities the payments which fall within Section 12(6) of the ITA) subject to:
 - (i) the Issuer including in all offering documents (including the Base Prospectus and any relevant Final Terms or Pricing Supplement) relating to Relevant Securities a statement to the effect that

any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Relevant Securities is not exempt from tax shall include such income in a return of income made under the ITA; and

- (ii) the furnishing of a return on debt securities in respect of the Relevant Securities within a prescribed period to the MAS;

Qualifying Income derived from the Relevant Securities is not subject to withholding of tax by the Issuer.

It should be noted that the withholding tax benefits under the Qualifying Debt Securities regime will not apply unless the statements referred to in paragraphs (a) and (c)(i) are included in all offering documents (including the Base Prospectus and any relevant Final Terms or Pricing Supplement). AT PRESENT, THE ISSUER DOES NOT INTEND TO INCLUDE THE STATEMENTS REFERRED TO IN PARAGRAPHS (A) AND (C)(I) IN FINAL TERMS, AND HENCE THE WITHHOLDING TAX BENEFITS UNDER THE QUALIFYING DEBT SECURITIES REGIME WILL NOT APPLY TO SECURITIES ISSUED UNDER FINAL TERMS. However, the withholding tax exemption for payments under Section 12(6) made by issuers who are banks described below may continue to apply.

However, notwithstanding the foregoing:

- (a) if during the primary launch of Relevant Securities, the Relevant Securities are issued to fewer than four persons and 50.0 per cent or more of the principal amount of Relevant Securities is beneficially held or funded, directly or indirectly, by related parties of the Issuer, Relevant Securities would not qualify as "qualifying debt securities"; and
- (b) even though Relevant Securities are "qualifying debt securities", if at any time during the tenure of Relevant Securities, 50.0 per cent or more of the principal amount of Relevant Securities is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Qualifying Income paid by the Issuer and derived from Relevant Securities held by:
 - (i) any related party of the Issuer; or
 - (ii) any other person where the funds used by such person to acquire the Relevant Securities are obtained, directly or indirectly, from any related party of the Issuer,

shall not be eligible for the tax exemption or concessionary tax rate described above.

The term "**related party**", in relation to a person, means any other person who, directly or indirectly, controls that person, or is controlled, directly or indirectly, by that person, or where he and that other person, directly or indirectly, are under the control of a common person.

Notwithstanding that the Issuer may be permitted to make payment of Qualifying Income in respect of Relevant Securities without deduction or withholding for tax under Section 45 or Section 45A of the ITA, any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from Relevant Securities is not exempt from tax is required to include such income in a return of income made under the ITA.

The terms "break cost", "prepayment fee" and "redemption premium" are defined in the ITA as follows:

"Break Cost" means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by any loss or liability incurred by the holder of the securities in connection with such redemption;

"Prepayment Fee" means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by the terms of the issuance of the securities; and

"Redemption Premium" means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity.

References to "break cost", "prepayment fee" and "redemption premium" in this Singapore tax section have the same meaning as defined in the ITA.

The Qualifying Debt Securities Plus Scheme ("**QDS Plus Scheme**") has also been introduced as an enhancement of the Qualifying Debt Securities Scheme ("**QDS Scheme**"). Under the QDS Plus Scheme, subject to certain conditions (the furnishing of a return on debt securities in respect of the Relevant Securities within a prescribed period to the Comptroller and the MAS), income tax exemption is granted on interest, discount income, prepayment fee, redemption premium or break cost derived by any investor from qualifying debt securities (excluding Singapore Government Securities) which:-

- (a) are issued during the period from 16 February 2008 to 31 December 2018;
- (b) have an original maturity date of not less than 10 years;
- (c) cannot be redeemed, converted, called or exchanged within 10 years from the date of their issue; and
- (d) cannot be re-opened with a resulting tenure of less than 10 years to the original maturity date.

In determining an investor's income that is to be exempted from tax under the QDS Plus Scheme, prescribed conditions apply in relation to how the investor's losses, expenses, capital allowances and donations which are attributable to exempt income are to be treated.

However, even if Relevant Securities are "qualifying debt securities" which qualify under the QDS Plus Scheme, if, at any time during the tenure of such Relevant Securities, 50.0 per cent or more of the issue of such Relevant Securities is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Specified Income derived by:

- (a) any related party of the Issuer; or
- (b) any other person where the funds used by such person to acquire such Relevant Securities are obtained, directly or indirectly, from any related party of the Issuer,

shall not be eligible for the tax exemption under the QDS Plus Scheme as described above.

On 28 June 2013, the MAS issued Circular No. FSD Cir 02/2013 (the "**Circular**") which sets out amendments to (amongst other things) the QDS Plus Scheme.

For the QDS Plus Scheme, it was announced that with effect from 28 June 2013, debt securities with "standard" redemption clauses would be allowed to qualify for the QDS Plus Scheme at the point of issuance. Examples of "standard" redemption clauses referred to in the Circular are: (a) taxation event, (b) default event, (c) change of control or change of shareholding event, (d) change in listing status of an issuer or trading disruption event, (e) change of qualification event due to regulatory capital requirements, (f) change in accounting classification, (g) change in ratings, (h) repurchase upon a non-compliance event, (i) purchase provision and (j) modification and amendment provision. Please refer to the Circular for further details on the "standard" redemption clauses.

Subsequently, should the debt securities be redeemed prematurely due to the "standard" early redemption clauses (i.e. before the 10th year), the tax benefits conferred by the QDS Plus Scheme on qualifying income accrued prior to the redemption will not be clawed back. Instead, qualifying debt securities status under the QDS Plus Scheme will be revoked prospectively for outstanding debt securities (if any) and the issuer must inform the MAS and holders of the debt securities of such revocation. The outstanding debt securities may still enjoy tax benefits under the QDS Scheme if the other conditions under the scheme continues to be met.

Notwithstanding the foregoing, debt securities with embedded options with economic value (e.g. call, put, conversion or exchange options which can be triggered at specified prices or dates and are built into the bond's pricing at the onset) which can be exercised within ten years from the date of issuance will continue to be excluded from the QDS Plus Scheme from the onset.

Please refer to the Circular for further details.

There is no assurance that Securities to be issued from time to time under the Programme will enjoy the tax concessions under the amended QDS Scheme and QDS Plus Scheme. Holders of the Securities should consult their own professional tax advisers if they are in any doubt as to the treatment under the refined QDS Scheme and QDS Plus Scheme that would be applicable to them.

Withholding tax exemption for Section 12(6) payments by banks

Payments falling within Section 12(6) of the ITA and made by certain specified financial institutions (including a bank licensed under the Banking Act, Chapter 19 of Singapore) to persons who are non-tax-residents (excluding permanent establishments in Singapore) and which are:

- (a) liable to be made under a contract which takes effect between 1 April 2011 and 31 March 2012 (both dates inclusive); and
- (b) are liable to be made:
 - (i) under a contract which is extended or renewed, where the extension or renewal takes effect between 1 April 2011 and 31 March 2021 (both dates inclusive); and
 - (ii) on or after the date on which such extension or renewal takes effect; or
- (c) liable to be made under a debt security issued between 1 April 2011 and 31 March 2021 (both dates inclusive),

are exempt from income tax, provided that the payments are:

- (a) made for the purpose of the trade or business of the specified financial institutions; and
- (b) do not arise from transactions to which the general anti-avoidance provision in Section 33 of the ITA applies.

With effect from 17 February 2012, the specified financial institutions are no longer required to withhold tax on payments falling within Section 12(6) of the ITA which they are liable to make to permanent establishments in Singapore of a non-resident person:

- (a) between 17 February 2012 and 31 March 2021 on contracts that take effect before 17 February 2012; and
- (b) on or after 17 February 2012 on contracts that take effect between 17 February 2012 to 31 March 2021.

Notwithstanding the preceding paragraph, permanent establishments in Singapore of a non-resident person are required to declare such payments in their annual income tax returns and will be assessed to tax on such payments (unless specifically exempt from tax).

Capital Gains

Singapore imposes a tax on income but does not impose tax on gains that are considered capital in nature. There are no specific statutes or regulations which deal with the characterisation of whether a gain is income or capital and the question of whether a gain from the disposal of Securities is income or capital is a question of fact dependent on the holder's specific circumstances.

Any gains considered to be in the nature of capital made from the sale of the Securities will not be taxable in Singapore. However, any gains from the sale of the Securities which are gains from any trade, business, profession or vocation carried on by that person, if accruing in or derived from Singapore, may be taxable as such gains are considered revenue in nature.

Holders of the Securities who are adopting Singapore Financial Reporting Standard 39 (FRS 39) for Singapore income tax purposes may be required to recognise gains or losses on the Securities, irrespective of disposal, in accordance with Section 34A of the ITA. Please see the section below on "Adoption of FRS 39 treatment for Singapore income tax purposes".

Holders of the Securities should consult their own professional tax advisers if they are in any doubt as to the treatment that would be applicable to them.

Adoption of FRS 39 treatment for Singapore income tax purposes

On 30 Dec 2005, the Inland Revenue Authority of Singapore issued a circular entitled "Income Tax Implications arising from the adoption of FRS 39 – Financial Instruments: Recognition and Measurement" (FRS 39 Circular).

The FRS 39 Circular generally applies, subject to certain "opt-out" provisions, to taxpayers who are required to comply with FRS 39 for financial reporting purposes.

Holders of the Securities who may be subject to the tax treatment under the FRS 39 Circular should consult their own professional accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding, conversion or disposal of the Securities.

Special tax rules for Securities which constitute negotiable certificates of deposit

Notwithstanding the paragraphs above, under Section 10(12) of the ITA, where a person derives interest from a negotiable certificate of deposit or derives gains or profits from the sale thereof, his income shall be treated as follows:

- (a) in the case of a financial institution, the interest and the gains or profits shall be deemed to be income from a trade or business under Section 10(1)(a) of the ITA;
- (b) in any other case, the interest and the gains or profits shall be deemed to be income from interest under Section 10(1)(d) of the ITA subject to the following provisions:
 - (i) if the interest is received by a subsequent holder of a certificate of deposit the income derived from such interest shall exclude the amount by which the purchase price exceeds the issued price of the certificate, except where that amount has been excluded in the computation of any previous interest derived by him in respect of that certificate; and
 - (ii) where a subsequent holder sells a certificate after receiving interest therefrom the gains or profits shall be deemed to be the amount by which the sale price exceeds the issued price or the purchase price, whichever is the lower; and
- (c) for the purposes of paragraph (b) above, where a subsequent holder purchases a certificate at a price which is less than the issued price and holds the certificate until its maturity, the amount by which the issued price exceeds the purchase price shall be deemed to be interest derived by him.

Holders and prospective holders of Securities should consult their own professional tax advisers regarding the application of Section 10(12) of the ITA to the Singapore income tax consequences of their acquisition, holding or disposal of any negotiable certificates of deposit.

Goods and Services Tax

Under the Goods and Services Tax Act, Chapter 117A of Singapore ("**GST Act**"), the following are examples of exempt supplies not subject to Goods and Services Tax ("**GST**") under the Fourth Schedule to the GST Act:-

- (a) the issue, allotment, transfer of ownership, drawing, acceptance or endorsements of a debt security (i.e. any interest in or right to be paid money that is, or is to be, owing by any person or any option to acquire any such interest or right but excludes a contract of insurance and an estate or interest in land, other than an estate or interest as mortgagee or chargeholder); or
- (b) the renewal or variation of an equity security or debt security.

Holders of the Securities should consult their own professional tax advisers regarding the Singapore GST consequences of their acquisition, holding, conversion or disposal of the Securities.

Stamp Duty

Stamp duty is generally not imposed on the issue or redemption for cash of Securities. Stamp duty is also normally not applicable to short or medium-term debt securities. However, where an instrument of transfer of stocks or shares (including "**funded debt**", a term which includes certain types of permanent or quasi-permanent debt instruments) is executed in Singapore, or is executed outside Singapore but is brought into Singapore, the transfer instrument may be subject to stamp duty of up to 0.2% of the amount or value of the consideration, or the value of the stocks or shares transferred, whichever is higher. Transfers of securities on a scripless basis through the Central Depository (Pte) Limited are not subject to stamp duty. Transfers of stocks or shares by way of sale or gift of any stock issued by a company, corporation or body of persons incorporated, formed or established outside Singapore (other than stock registered in register kept in Singapore) are also exempt from stamp duty.

SPAIN

The following is a summary of current Spanish law and practice relating to the withholding tax treatment of the Securities. The statements herein regarding Spanish taxes and withholding taxes in Spain are based on the laws in force as well as administrative interpretations thereof in Spain as at the date of this Base Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Securities and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective holders or beneficial owners of the Securities are advised to consult their own tax advisers concerning the overall tax consequences of their ownership and disposition of the Securities. In particular prospective holders or beneficial owners of the Securities are advised to monitor the development of the tax reform announced in Spain considering the draft bill for a law recently published.

Tax Treatment of Securities Issued by Entities Other Than Deutsche Bank AG, Sucursal en España

Spanish Withholding Tax

Where Securities are issued by an Issuer which is not a Spanish tax resident entity and does not have a permanent establishment in Spain to which the issue of the Securities other than Spanish Securities ("**Spanish Securities**" means Securities issued through the Issuer's Spanish branch, i.e. Deutsche Bank AG, Sucursal en España) is connected, the Issuer should not be obliged to deduct withholdings on account of Spanish income taxes.

Where a financial institution (either resident in Spain or acting through a permanent establishment in Spain) acts as depository of the Securities other than Spanish Securities or intervenes as manager on the collection of any income under the Securities other than Spanish Securities (acting in such role, a

“Relevant Financial Institution”), such Relevant Financial Institution will be responsible for making the relevant withholding on account of Spanish tax on any income deriving from the Securities other than Spanish Securities. In this respect, income deriving from Securities other than Spanish Securities will include not only interest payments but also income arising from the disposal, redemption or reimbursement of the Securities other than Spanish Securities.

The current withholding tax in Spain is 21 per cent. According to the Spanish legislation currently in force, the general withholding tax rate applicable as from 1 January 2015 will be 19 per cent. Amounts withheld in Spain, if any, can be credited against the final Spanish Personal Income Tax liability, in the case of Spanish resident individuals, or against Spanish final Corporate Income Tax liability, in the case of Spanish corporates, or against final Non-Residents Income Tax, in the case of Spanish permanent establishments of non-resident entities. However, holders of the Securities other than Spanish Securities who are Corporate Income Taxpayers or Non-Resident Income Taxpayers acting through a Spanish permanent establishment can benefit from a withholding tax exemption when the Securities other than Spanish Securities are admitted to trading on an organised stock exchange in an OECD state (the **“OECD Exemption”**).

Similarly, when the Securities other than Spanish Securities (i) are represented in book-entry form and (ii) are admitted to trading on a Spanish secondary stock exchange or on the Alternative Fixed-Income Securities Market, holders who are Corporate Income Taxpayers, or Non-Resident Income Taxpayers acting through a permanent establishment in Spain to which the Securities other than Spanish Securities are attributable, can benefit from a withholding tax exemption (the **“Domestic Exemption”**).

Additionally, when the Securities other than Spanish Securities (i) are represented in book-entry form, (ii) are admitted to trading on a Spanish secondary stock exchange and (iii) generate explicit yield, holders who are Personal Income Taxpayers can benefit from a withholding tax exemption in respect of the income arising from the transfer or repayment of the Securities other than Spanish Securities. However, under certain circumstances, when a transfer of the Notes has occurred within the 30-day period immediately preceding any relevant coupon payment date such holders may not be eligible for such withholding tax exemption. Non-Spanish tax resident investors, acting without a permanent establishment in Spain, who hold the Securities other than Spanish Securities through a Relevant Financial Institution, will be required to evidence their non-Spanish tax resident status by delivering (and renewing on an annual basis) a certificate of tax residence issued by the competent authorities of their jurisdiction of residence prior to the date on which the relevant payment is made or becomes due.

Tax Treatment of Securities Issued by Deutsche Bank AG, Sucursal en España

Indirect Taxes

Whatever the nature and residence of the investor, the acquisition and transfer of the Spanish Securities will be exempt from indirect taxes in Spain, i.e. exempt from Transfer Tax and Stamp Duty and exempt from Value Added Tax.

Notes and Certificates Direct Taxes

Personal Income Tax - Individuals with tax residence in Spain

Withholding tax will apply at the applicable rate (currently 21 per cent.) in respect of interest payments made under the Spanish Securities. In addition, income obtained upon transfer, redemption or repayment of the Spanish Securities may also be subject to Personal Income Tax withholdings. Notwithstanding this, when the Notes (i) are represented in book-entry form, (ii) are admitted to trading on a Spanish secondary stock exchange and (iii) generate explicit yield, holders can benefit from a withholding tax exemption in respect of the income arising from the transfer or repayment of the Spanish Securities. However, under certain circumstances, when a transfer of Spanish Securities has occurred within the 30-day period immediately preceding any relevant coupon payment date such holders may not be eligible for such withholding tax exemption.

In any event, holders who are resident for tax purposes in Spain may credit any withholding tax suffered on income obtained under the Spanish Securities against their final Personal Income Tax liability for the relevant fiscal year.

Financial institutions (either resident in Spain or acting through a permanent establishment in Spain), acting as depositary of the Spanish Securities or intervening as manager in the collection of any income under the Spanish Securities, may become obliged to comply with the formalities set out in the regulations developing the Law on Spanish Personal Income Tax when intervening in the transfer or repayment of the Spanish Securities.

Corporate Income Tax - Legal Entities with tax residence in Spain

Any income arising from the Spanish Securities is, as a general rule, subject to withholding tax at the applicable rate (currently 21 per cent.). According to the Spanish legislation currently in force, the general withholding tax rate applicable as from 1 January 2015 will be 19 per cent. However, in accordance with Section 59(s) of regulations developing the Law on Corporate Income Tax, Spanish Corporate Income Taxpayers (which for the sake of clarity, include Spanish tax resident funds and Spanish tax resident pension funds) can also benefit from the OECD Exemption.

The Spanish Directorate General of Taxes (*Dirección General de Tributos*) issued a ruling dated 27 July 2004 in which it determined that securities, such as the Spanish Securities, issued in Spain may benefit from the OECD Exemption if the relevant securities are both admitted to trading on an organised stock exchange in an OECD state and placed in an OECD State other than Spain. Where this requirement is not met, the Issuer will be required to make the corresponding withholdings.

Additionally, in accordance with Section 59(q) of regulations developing the Law on Corporate Income Tax, Spanish Corporate Income Taxpayers (which for the sake of clarity, include Spanish tax resident funds and Spanish tax resident pension funds) can also benefit from the Domestic Exemption.

Notwithstanding the above, amounts withheld (if any) may be credited by the relevant holders of Spanish Securities against their final Corporate Income Tax liability.

Financial institutions (either resident in Spain or acting through a permanent establishment in Spain), acting as depositary of the Spanish Securities or intervening as manager in the collection of any income under the Spanish Securities, may become obliged to comply with the formalities set out in the regulations developing the Law on Corporate Income Tax when intervening in the transfer or reimbursement of the Spanish Securities.

Non-Resident Income Tax – Non-Resident Investors acting through a Permanent Establishment in Spain - Individuals and Legal Entities with no tax residence in Spain

Ownership of the Spanish Securities by investors who are not resident for tax purposes in Spain will not in itself create the existence of a permanent establishment in Spain.

If the Spanish Securities form part of the assets of a permanent establishment in Spain of a person or legal entity who is not resident in Spain for tax purposes, the tax rules applicable to income deriving from such Spanish Securities are, generally, the same as those previously set out for Spanish Corporate Income Taxpayers. See “Corporate Income Tax - Legal Entities with tax residence in Spain”

Non-Resident Income Tax — Non-Spanish Tax Resident Investors not acting through a Permanent Establishment in Spain

Interest and other income deriving from the Spanish Securities will be tax exempt in Spain and exempt from Spanish withholding tax when obtained by persons who are resident for tax purposes in a Member State of the European Union (other than Spain) or by a permanent establishment of such persons in another Member State of the European Union (other than Spain), provided that such income is not obtained through a country or territory regarded as a tax haven (pursuant to Royal Decree 1080/1991, of 5 July) and provided further that any such person provides the Issuer with a certificate of tax residence

issued by the competent authorities of their jurisdiction of residence prior to the date on which any relevant payment is made or becomes due. Such certificate is valid for a one-year period.

Holders of Spanish Securities who are resident for tax purposes in a jurisdiction which has ratified a Treaty for the avoidance of Double Taxation with Spain (“**DTT**”) will be subject to Non-Residents Income Tax and Spanish withholding tax on income obtained from the Spanish Securities at the reduced rates (or subject to any exemption) set out in the DTT, if any. Such holders will have to evidence their tax residence by delivering to the Issuer, prior to the date on which any relevant payment is made or becomes due, a tax residence certificate within the meaning of the applicable DTT issued by the competent authorities of their jurisdiction of residence or, as the case may be, the equivalent document set out in the order which further develops the applicable DTT. Such certificate of tax residence is valid for a one-year period.

The Issuer will withhold from any interest payment and any income arising from the repayment of the Spanish Securities at the general rate applicable from time to time, which is currently 21 per cent., or at the reduced rate set out in the applicable DTT, unless the application of a tax exemption is evidenced, as described above.

Notwithstanding the above, these holders will be tax exempt in Spain on any income arising from the transfer of the Spanish Securities on a Spanish official secondary stock exchange, provided that they are resident in a jurisdiction which has ratified a DTT with Spain containing an exchange of information clause.

Financial institutions (either resident in Spain or acting through a permanent establishment in Spain), acting as depositary of the Spanish Securities or intervening as managers in the collection of any income under the Spanish Securities may become obliged to comply with the formalities set out in the Non-Residents Income Tax Law and the regulations developing the Non-Residents Income Tax Law when intervening in the transfer or repayment of the Spanish Securities.

SWEDEN

The following summary outlines certain Swedish tax consequences relating to holders of Securities. The summary is based on the laws of Sweden as currently in effect and is intended to provide general information only. It does not purport to be a comprehensive description of all tax considerations that may be relevant to a prospective holder of Securities. The summary does, inter alia, not address situations where Securities are held in an investment savings account (Sw. investeringssparkonto), credit of foreign taxes, tax consequences following a Regulatory Bail-in or the rules regarding reporting obligations for, among others, payers of interest. Investors should consult their professional tax advisers regarding the Swedish tax and other tax consequences (including the applicability and effect of tax treaties for the avoidance of double taxation) of acquiring, owning and disposing of Securities in their particular circumstances.

Holders not resident in Sweden

On a simplified basis, provided that the value or the return of the Securities is related to securities taxed as shares, private individuals who have been residents of Sweden or have had a habitual abode in Sweden at any time during the calendar year of disposal or redemption or the ten calendar years preceding the year of disposal or redemption are liable for capital gains taxation in Sweden upon disposal or redemption of. In a number of cases though, the applicability of this rule is limited by the applicable tax treaty for the avoidance of double taxation.

Holders resident in Sweden

Generally, for Swedish corporations and private individuals (and estates of deceased individuals) with residence in Sweden for Swedish tax purposes, all capital income (e.g. income that is considered to be interest for Swedish tax purposes and capital gains on Securities) will be taxable. Specific tax consequences may, however, be applicable to certain categories of corporations, e.g. life insurance

companies. Further, specific tax consequences may be applicable if, and to the extent, a holder of Securities realises a capital loss on the Securities and to any currency exchange gains or losses.

If amounts that are considered to be interest for Swedish tax purposes are paid by a legal entity domiciled in Sweden, including a Swedish branch, to a private individual (or an estate of a deceased individual) with residence in Sweden for Swedish tax purposes, Swedish preliminary taxes are normally withheld by the legal entity on such payments. Swedish preliminary taxes should normally also be withheld on other return on Securities (but not capital gains), if the return is paid out together with such a payment of interest referred to above.

SWITZERLAND

The following discussion is a summary of certain material Swiss tax considerations relating to (i) Securities issued the Issuer where the holder is tax resident in Switzerland or has a tax presence in Switzerland or (ii) Securities where the Paying Agent, custodian or securities dealer is located in Switzerland. The discussion is based on legislation as of the date of this Prospectus. It does not aim to be a comprehensive description of all the Swiss tax considerations that may be relevant for a decision to invest in Securities. The tax treatment for each investor depends on the particular situation. All investors are advised to consult with their professional tax advisers as to the respective Swiss tax consequences of the purchase, ownership, disposition, lapse, exercise or redemption of Securities (or options embedded therein) in light of their particular circumstances.

Swiss Withholding Tax

Payments on a Security are currently not subject to Swiss federal withholding tax provided that the respective Issuer is at all times resident and managed outside Switzerland for Swiss tax purposes.

On 24 August 2011 the Swiss Federal Council issued draft legislation, which, if enacted, may require a paying agent in Switzerland to deduct Swiss withholding tax at a rate of 35 per cent. on any payment of interest in respect of a Security to an individual resident in Switzerland.

Income Taxation

Securities held as Private Assets by a Swiss resident holder

Structured Notes

If a Security classifies as a structured note, its income taxation depends on whether the bond and the derivative financial instrument(s) embedded therein are recorded separately from each other and whether the Security is classified as a structured note with or without a predominant one-time interest payment (a structured note is classified as a note with a predominant one-time interest payment if the one-time interest payment exceeds the sum of the periodic interest payments):

Non-transparent derivative financial instruments: If the bond is not recorded separately from the embedded derivative financial instrument(s), the Security is classified as non-transparent structured note and any return over the initial investment is classified as a taxable interest payment. Non-transparent derivative financial instruments generally include a predominant one-time interest payment and are taxed in accordance with the principles set forth below under “—Transparent derivative financial instruments with a predominant one-time interest payment”.

Transparent derivative financial instruments without a predominant one-time interest payment: If the bond is recorded separately from the embedded derivative financial instrument(s) and the yield-to-maturity predominantly derives from periodic interest payments and not from a one-time-interest-payment (see below “—Transparent derivative financial instruments with a predominant one-time interest payment”), then any such periodic interest payment and the non-predominant one-time interest payment, if any, is taxed when paid to the holder of the Security. A gain, including interest accrued, a loss, respectively, realised on the sale of a Security is a tax-free private capital gain, a non-tax-deductible private capital loss, respectively

(see below “—Capital Gains, Securities held as Private Assets by a Swiss resident holder”). The same applies if the Security is redeemed except that interest accrued is taxed when paid.

Transparent derivative financial instruments with a predominant one-time interest payment: If the bond is recorded separately from the embedded derivative financial instrument(s) and the yield-to-maturity predominantly derives from a one-time-interest-payment such as an original issue discount or a repayment premium and not from periodic interest payments, then any periodic interest payments and on the sale or redemption of the Security, the difference between the value of the bond at redemption or sale, as applicable, and its value at issuance or secondary market purchase, as applicable, converted, in each case, into Swiss Francs at the exchange rate prevailing at the time of redemption or sale, issuance or purchase, respectively (modified differential taxation method) constitutes taxable income. A value decrease on the bond respectively realised on the sale or redemption of the Security may be offset against any gains (including periodic interest payments) realised within the same taxation period from all instruments with a predominant one-time interest payment. Any residual return realised on the embedded derivative financial instrument(s) is a tax-free private capital gain, and any residual loss is a non-tax-deductible private capital loss, respectively (see below “—Capital Gains, Securities held as Private Assets by a Swiss resident holder”).

Bonds

Bonds without a predominant one-time interest payment: If a Security is classified as a pure bond without a predominant one-time interest payment (the yield-to-maturity predominantly derives from periodic interest payments and not from a one-time-interest-payment), Swiss resident private investors will be taxed on the periodic and any one-time interest payments, if any, converted into Swiss Francs at the exchange rate prevailing at the time of payment. A gain, including interest accrued, a loss, respectively, realised on the sale of a Security is a tax-free private capital gain, a non-tax-deductible private capital loss, respectively (see below “—Capital Gains, Securities held as Private Assets by a Swiss resident holder”).

Bonds with a predominant one-time interest payment: If a Security is classified as a pure bond with a predominant one-time interest payment (the yield-to-maturity predominantly derives from a one-time-interest-payment such as an original issue discount or a repayment premium and not from periodic interest payments), Swiss resident private investors will be taxed on any periodic interest payments and on any gains, including capital and foreign exchange gains, realised on the Securities (differential taxation method).

Pure Derivative Financial Securities

Periodic and one-time dividend equalisation payments realised on a Security which is classified as a pure derivative financial instrument (such as pure call and put options, including low exercise price options with a maturity not exceeding one year, pure futures, static certificates replicating an index or a basket of at least five shares and with a fixed maturity or an annual redemption right) and which is held as part of a holder's private assets constitute taxable investment income. Any other return will be classified as a tax-exempt capital gain or a non-tax deductible capital loss (see below “—Capital Gains, Securities held as Private Assets by a Swiss resident holder”).

Low Exercise Price Options

According to the current practice of the Swiss Federal Tax Administration low exercise price options are given if the underlying of an option has been pre-financed by at least 50 per cent. at the time of issuance.

For low exercise price options with a maturity exceeding one year the interest component of the low exercise price option (i.e. issue discount) constitutes taxable investment income. Any other return will be classified as a tax-exempt capital gain or a non-tax deductible capital loss (see below “—Capital Gains, Securities held as Private Assets by a Swiss resident holder”).

Fund-like Securities

A Security classified as a fund-like instrument will be considered a pass-through instrument for Swiss tax purposes if dividend and interest income (less attributable costs) from, and capital gains and losses (less costs attributable) realised on, the underlying investments, are reported and distributed separately. Under such conditions, an individual holding a fund-like Security as part of private assets only receives taxable income (which he or she must report annually) over such portion of the distributions (in case the fund is distributing the income realised on the underlying investments) or earnings credits (in case the fund is reinvesting the income realised on the underlying investment) as derive from dividends and interest (less attributable costs) on the underlying instruments. Any distributions or credits deriving from capital gains realised on the underlying investments constitute a tax-free private capital gain and any respective loss on the underlying investments is a non-tax-deductible private capital loss. Any gain realised within a taxation period on the sale of a fund-like instrument (including accrued dividends and interest) is exempt from income taxation as a private capital gain, and, conversely, any loss realised a non-tax-deductible capital loss (see below “—Capital Gains, Securities held as Private Assets by a Swiss resident holder”).

Securities held as Assets of a Swiss Business

Corporate entities and individuals who hold Securities as part of a trade or business in Switzerland, in the case of residents abroad carried on through a permanent establishment or a fixed place of business in Switzerland, are required to recognise any payments on, and any capital gains or losses realised on the sale or redemption of, such Securities (irrespective of their classification) in their income statement for the respective taxation period and will be taxed on any net taxable earnings for such period.

The same taxation treatment also applies to Swiss-resident individuals who, for income tax purposes, are classified as “professional securities dealers” for reasons of, *inter alia*, frequent dealing and leveraged investments in securities.

Capital Gains Taxation

Securities held as Private Assets by a Swiss resident Holder

A gain, a loss, respectively, realised by an individual resident in Switzerland for tax purposes upon the sale or other disposal of a Security held as part of his or her private assets is a tax-free private capital gain, a non-tax deductible capital loss, respectively, unless such individual is classified, for income tax purposes, as a “professional securities dealer” for reasons of, *inter alia*, frequent dealing and leveraged investments in securities. If an individual is classified as a “professional securities dealer” he or she will be taxed in accordance with the principles set forth above under “—Securities held as Assets of a Swiss Business”. In relation to the bifurcation of a tax-exempt capital gains component, non-tax deductible capital loss component, respectively, from taxable income components of a Security, see the bifurcation principles set forth above with regard to the different instruments under “—Income Taxation, Securities held as Private Assets by a Swiss resident holder”).

Securities held as Assets of a Swiss Business

Capital gains realised on Securities held as Assets of a Swiss Business are taxed in accordance with the taxation principles set forth above under “—Income Taxation, Securities held as Swiss Business Assets”).

Stamp Taxes

Swiss Federal Issue Stamp Tax

The Securities are not subject to Swiss federal stamp tax on the issuance of securities.

Swiss Federal Securities Turnover Tax

Dealings in Securities which are classified as pure derivative financial instruments (such as pure call and put options, including low exercise price options with a maturity not exceeding twelve months, pure futures

with a maximal pre-financing of 25 per cent., static certificates replicating an index or a basket of at least five shares and with a fixed maturity on an annual redemption right) are not subject to the Swiss federal securities turnover tax.

Dealings in Securities which have been issued by an issuer outside of Switzerland and which are classified as structured notes, share-like instruments (including low exercise price warrants on shares with a maturity exceeding twelve months) or fund-like instruments are subject to Swiss federal securities turnover tax of 0.3 per cent. on the consideration paid, however, only if a Swiss securities dealer (as defined in the Swiss federal stamp tax act) is a party or intermediary to the transaction and no exemption applies.

Dealing in bonds and structured notes with a maturity not exceeding one year are exempt from Swiss federal turnover tax.

The delivery of an underlying taxable security at exercise or redemption to the holder of the Security is subject to Swiss federal securities turnover tax of 0.3 per cent. if a Swiss domestic securities dealer (as defined in the Swiss federal stamp tax act) is a party or intermediary to the transaction and no exemption applies.

Gift, Inheritance and Estate Taxes

Subject to an applicable tax treaty in an international scenario, transfers of Securities may be subject to cantonal and/or communal inheritance tax, estate tax or gift tax if the deceased person has had his or her last domicile in Switzerland, the donor is resident in Switzerland, respectively, or in the case of a foreign deceased or resident person the transfer involves an unincorporated business in Switzerland and Securities are held as part of such business. No such taxes exist at the federal level. Rates depend upon the existing relationship (i.e. the relationship between the deceased and the heirs, or between the donor and the donee) and the size of the inheritance or gift. Interspousal gifts and gifts to descendants and inheritances collected by the surviving spouse and descendants are frequently exempt or taxed at very low rates (up to 6 per cent.). Gifts and inheritances received from unrelated persons attract rates ranging from 20 per cent. to 40 per cent. The taxable base is usually the market value of the property transferred.

Net Worth and Capital Taxes

A holder of Securities who is an individual resident in Switzerland for tax purposes or is a non-Swiss resident holding Securities as part of a Swiss business operation or a Swiss permanent establishment is required to report Securities as part of private wealth or as part of Swiss business assets, as the case may be, and is subject to annual cantonal and/or communal private wealth tax on any net taxable wealth (including the Securities), in the case of non-Swiss resident individual holding Securities as part of a Swiss business operation or a Swiss permanent establishment to the extent the aggregate taxable wealth is allocable to Switzerland. Incorporated holders of Securities are subject to cantonal and communal capital tax on net taxable equity, in the case of non-Swiss resident person holding Securities as part of a Swiss permanent establishment, to the extent the aggregate taxable equity is allocable to Switzerland. No net worth and capital taxes exist at the federal level.

Non-Swiss resident holders

A holder of a Security who is not resident in Switzerland for tax purposes and who during the taxation year has not engaged in trade or business carried on through a business operation or permanent establishment in Switzerland, will neither be subject to income tax and capital gains tax nor net wealth or capital tax in Switzerland.

EU Savings Tax

The agreement between the European Community and the Confederation of Switzerland dated as of 26 October 2004 provides for measures equivalent to those laid down in the EU Savings Tax Directive and requires a Swiss paying agent to deduct EU savings tax on an interest payment to an individual resident in an EU member state. The tax is withheld at a rate of 35 per cent., with the option of the individual to have the paying agent and Switzerland provide to the tax authorities of the EU member state the details of the

interest payments in lieu of the withholding. The individual may be entitled to a tax credit or refund of the withholding, provided that he or she is the beneficial owner of the interest payments and certain other conditions are met.

Final Foreign Withholding Taxes

On 1 January 2013 treaties on final withholding taxes between Switzerland and the United Kingdom and between Switzerland and Austria entered into force. The treaties, *inter alia*, require a Swiss paying agent to levy final withholding tax at specified rates in respect of an individual resident in the United Kingdom or resident in Austria, as applicable, on interest or capital gains paid, or credited to an account, relating to the Securities. The final withholding tax substitutes the United Kingdom or Austrian income tax, as applicable, on such income of interest or capital gain. Such a person may, however, in lieu of the final withholding tax opt for voluntary disclosure of the interest or capital income to the tax authority of his or her country of residency. Note that Switzerland may conclude similar treaties with other European countries.

UNITED KINGDOM

The following information does not purport to be a complete summary of the tax law and practice currently applicable in the United Kingdom. The following applies only to persons who are the beneficial owners of Securities and is a summary of the Issuer's understanding of current United Kingdom law and published HMRC practice relating to the United Kingdom withholding tax treatment of payments of principal and interest in respect of Securities. It does not deal with any of the United Kingdom taxation implications of acquiring, holding or disposing of Securities. Some aspects do not apply to certain classes of person (such as dealers and persons connected with the Issuer) to whom special rules may apply. The United Kingdom tax treatment of Prospective Securityholders depends on their individual circumstances and may be subject to change in the future. Prospective Securityholders who are in any doubt as to their tax position or who may be subject to tax in a jurisdiction other than the United Kingdom should seek their own professional advice.

Securities issued otherwise than through the Issuer's London branch

Payments of interest on the Securities which do not have a United Kingdom source may be made without withholding an amount of United Kingdom income tax.

Payment of Interest on the Securities issued by the Issuer's London branch

- The Issuer, provided that it continues to be a bank within the meaning of section 991 of the Income and Corporation Taxes Act 2007 (the “**Act**”), and provided that the interest on the Securities is paid in the ordinary course of its business within the meaning of section 878 of the Act, will be entitled to make payments of interest without withholding or deduction for or on account of United Kingdom income tax.
- Payments of interest on the Securities may be made without deduction of or withholding on account of United Kingdom income tax provided that the Securities continue to be listed on a “recognised stock exchange”, as defined in section 1005 of the Act. The Luxembourg Stock Exchange is a recognised stock exchange. Under a published HM Revenue & Customs guidance, the Securities will satisfy this requirement if they are listed by the competent authority in Luxembourg and are admitted to trading on the Main Market by the Luxembourg Stock Exchange. Provided, therefore, that the Securities remain so listed, interest on the Securities will be payable without withholding or deduction on account of United Kingdom tax whether or not the Issuer carries on a banking business in the United Kingdom and whether or not the interest is paid in the ordinary course of its business.
- Interest on the Securities may also be paid without withholding or deduction on account of United Kingdom tax where interest on the Securities is paid by a company and, at the time the payment is made, the Issuer reasonably believes (and any person by or through whom interest on the Securities is paid reasonably believes) that the beneficial owner is within the charge to United

Kingdom corporation tax as regards the payment of interest, provided that HM Revenue & Customs has not given a direction (in circumstances where it has reasonable grounds to believe that it is likely that the above exemption is not available in respect of such payment of interest at the time the payment is made) that the interest should be paid under deduction of tax.

- Interest on the Securities may also be paid without withholding or deduction on account of United Kingdom tax where the maturity of the Securities is less than 365 days and the Securities do not form part of a scheme or arrangement of borrowing intended to be capable of remaining outstanding for more than 364 days.

In other cases, an amount must generally be withheld from payments of interest on the Securities on account of United Kingdom income tax at the basic rate (currently 20 per cent.). However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Securityholder, HM Revenue & Customs can issue a notice to the Issuer to pay interest to the Securityholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

The references above to “interest” and “principal” mean “interest” and “principal” as understood in United Kingdom tax law. If any of the payments under the Securities are treated as manufactured payments or annual payments, the treatment of such payments may differ from the treatment described above. If Securityholders are in any doubt as to their tax position they should consult their professional advisers.

UK Information Gathering Powers

HMRC has powers, in certain circumstances, to obtain information about: payments derived from securities (whether income or capital); certain payments of interest (including the amount payable on the redemption of a deeply discounted security); and securities transactions.

The persons from whom HMRC can obtain information include: a person who receives (or is entitled to receive) a payment derived from securities; a person who makes such a payment (received from, or paid on behalf of another person); a person by or through whom interest is paid or credited; a person who effects or is a party to securities transactions (which includes an issue of securities) on behalf of others; registrars or administrators in respect of securities transactions; and each registered or inscribed holder of securities.

The information HMRC can obtain includes: details of the beneficial owner of securities; details of the person for whom the securities are held, or the person to whom the payment is to be made (and, if more than one, their respective interests); information and documents relating to securities transactions; and, in relation to interest paid or credited on money received or retained in the United Kingdom, the identity of the security under which interest is paid. HMRC is generally not able to obtain information (under its power relating solely to interest) about a payment of interest to (or a receipt for) a person that is not an individual. This limitation does not apply to HMRC's power to obtain information about payments derived from securities.

HMRC has indicated that it will not use its information-gathering power on interest to obtain information about amounts payable on the redemption of deeply discounted securities which are paid before 6 April 2015.

In certain circumstances the information which HMRC has obtained using these powers may be exchanged with tax authorities in other jurisdictions.

United States

Foreign Account Tax Compliance Act

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (“**FATCA**”) impose a new reporting regime and potentially a 30% withholding tax with respect to certain payments to (i) any non-U.S. financial institution (a “foreign financial institution”, or “**FFI**” (as defined by FATCA)) that does not become a

TO ENSURE COMPLIANCE WITH IRS CIRCULAR 230, EACH TAXPAYER IS HEREBY NOTIFIED THAT: (A) ANY TAX DISCUSSION HEREIN IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY THE TAXPAYER FOR THE PURPOSE OF AVOIDING U.S. FEDERAL INCOME TAX PENALTIES THAT MAY BE IMPOSED ON THE TAXPAYER; (B) ANY SUCH TAX DISCUSSION WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) THE TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

THE PROPOSED FINANCIAL TRANSACTIONS TAX

The European Commission has published a proposal for a Directive for a common financial transactions tax (**FTT**) in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the participating Member States).

The proposed FTT has very broad scope and could, if introduced in its current form, apply to certain dealings in the Securities (including secondary market transactions) in certain circumstances. The issuance and subscription of Securities should, however, be exempt.

Under current proposals the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Securities where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

BOOK ENTRY CLEARANCE SYSTEMS

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of the following “**Clearing Systems**” currently in effect:

- The Depository Trust Company (“**DTC**”), 55 Water Street, New York, NY 10041, United States;
- Clearstream Banking AG, Frankfurt (“**CBF**”), Neue Börsenstraße 8, 60487 Frankfurt am Main, Germany;
- Clearstream Banking société anonyme, Luxembourg (“**CBL**”), 42 Avenue JF Kennedy, 1855 Luxembourg, Luxembourg;
- Euroclear Bank S. A./N. V., Brussels (“**Euroclear**”), 1 Boulevard du Roi Albert II, 1210 Brussels, Belgium; and
- SIX SIS AG (“**SIS**”), Baslerstrasse 100, 4600 Olten, Switzerland.

The information in this section concerning the Clearing Systems has been obtained from sources that the Issuer believes to be reliable, but neither the Issuer nor any Dealer takes any responsibility for the accuracy thereof. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer nor any other party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Securities held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

BOOK-ENTRY SYSTEMS

DTC

DTC has advised the Issuer that it is a limited purpose trust company organised under the New York Banking Law, a “banking organisation” within the meaning of the New York Banking Law, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to section 17A of the Exchange Act. DTC holds securities that its participants (“**Participants**”) deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerised book-entry changes in Participants’ accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations (“**Direct Participants**”). DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc. Access to the DTC System is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“**Indirect Participants**”).

Under the rules, regulations and procedures creating and affecting DTC and its operations (the “**Rules**”), DTC makes book-entry transfers of Registered Securities among Direct Participants on whose behalf it acts with respect to Securities accepted into DTC’s book-entry settlement system (“**DTC Securities**”) as described below and receives and transmits distributions of principal and interest on DTC Securities. The Rules are on file with the Securities and Exchange Commission. Direct Participants and Indirect Participants with which beneficial owners of DTC Securities (“**Owners**”) have accounts with respect to the DTC Securities similarly are required to make book-entry transfers and receive and transmit such payments on behalf of their respective Owners. Accordingly, although Owners who hold DTC Securities through Direct Participants or Indirect Participants will not possess Registered Securities, the Rules, by virtue of the requirements described above, provide a mechanism by which Direct Participants will receive payments and will be able to transfer their interest in respect of the DTC Securities.

Purchases of DTC Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the DTC Securities on DTC's records. The ownership interest of each actual purchaser of each DTC Security ("**Beneficial Owner**") is in turn to be recorded on the Direct and Indirect Participant's records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the DTC Securities are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in DTC Securities, except in the event that use of the book-entry system for the DTC Securities is discontinued.

To facilitate subsequent transfers, all DTC Securities deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of DTC Securities with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the DTC Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such DTC Securities are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co. If less than all of the DTC Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to DTC Securities. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the DTC Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the DTC Securities will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the due date for payment in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the due date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Issuer, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants.

Under certain circumstances, including if there is an Event of Default under the Securities, DTC will exchange the DTC Securities for definitive Registered Securities, which it will distribute to its Participants in accordance with their proportionate entitlements and which, if representing interests in a Rule 144A Global Security, will be legended as set forth under "*Transfer and Selling Restrictions*".

Since DTC may only act on behalf of Direct Participants, who in turn act on behalf of Indirect Participants, any Owner desiring to pledge DTC Securities to persons or entities that do not participate in DTC, or otherwise take actions with respect to such DTC Securities, will be required to withdraw its Registered Securities from DTC as described below.

Euroclear, CBL and CBF

Euroclear, CBL and CBF each holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear, CBL and CBF provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear, CBL and CBF also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear, CBL and CBF have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear, CBL and CBF customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear, CBL and CBF is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

BOOK-ENTRY OWNERSHIP OF AND PAYMENTS IN RESPECT OF DTC SECURITIES

The Issuer may apply to DTC in order to have any Tranche of Securities represented by a Registered Global Security accepted in its book-entry settlement system. Upon the issue of any such Registered Global Security, DTC or its custodian will credit, on its internal book-entry system, the respective principal amounts of the individual beneficial interests represented by such Registered Global Security to the accounts of persons who have accounts with DTC. Such accounts initially will be designated by or on behalf of the relevant Dealer. Ownership of beneficial interests in such a Registered Global Security will be limited to Direct Participants or Indirect Participants, including, in the case of any Regulation S Global Security, the respective depositories of Euroclear and CBL. Ownership of beneficial interests in a Registered Global Security accepted by DTC will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to the interests of Direct Participants) and the records of Direct Participants (with respect to interests of Indirect Participants).

Payments in U.S. dollars of principal and interest in respect of a Registered Global Security accepted by DTC will be made to the order of DTC or its nominee as the registered holder of such Security. In the case of any payment in a currency other than U.S. dollars, payment will be made to the Exchange Agent on behalf of DTC or its nominee and the Exchange Agent will (in accordance with instructions received by it) remit all or a portion of such payment for credit directly to the beneficial holders of interests in the Registered Global Security in the currency in which such payment was made and/or cause all or a portion of such payment to be converted into U.S. dollars and credited to the applicable Participants' account.

The Issuer expects DTC to credit accounts of Direct Participants on the applicable payment date in accordance with their respective holdings as shown in the records of DTC unless DTC has reason to believe that it will not receive payment on such payment date. The Issuer also expects that payments by Participants to beneficial owners of Securities will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers, and will be the responsibility of such Participant and not the responsibility of DTC, the Principal Paying Agent, the Registrar or the Issuer. Payment of principal, premium, if any, and interest, if any, on Securities to DTC is the responsibility of the Issuer.

TRANSFERS OF SECURITIES REPRESENTED BY REGISTERED GLOBAL SECURITIES

Transfers of any interests in Securities represented by a Registered Global Security within DTC, Euroclear and CBL will be effected in accordance with the customary rules and operating procedures of the relevant clearing system. The laws in some States within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer Securities represented by a Registered Global Security to such persons may depend upon the ability to exchange such Securities for Securities in definitive form. Similarly, because DTC can only act on behalf of Direct Participants in the DTC system who in turn act on behalf of Indirect Participants, the ability of a person having an interest in Securities represented by a Registered Global Security accepted by DTC to pledge such Securities to persons or entities that do not participate in the DTC system or otherwise to take action in respect of such Securities may depend upon the ability to exchange such Securities for Securities in definitive form. The

ability of any holder of Securities represented by a Registered Global Security accepted by DTC to resell, pledge or otherwise transfer such Securities may be impaired if the proposed transferee of such Securities is not eligible to hold such Securities through a direct or indirect participant in the DTC system.

Subject to compliance with the transfer restrictions applicable to the Registered Securities described under “*Transfer and Selling Restrictions*”, cross-market transfers between DTC, on the one hand, and directly or indirectly through CBL or Euroclear accountholders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the Registrar, the Principal Paying Agent and any custodian (“**Custodian**”) with whom the relevant Registered Global Securities have been deposited.

On or after the Issue Date for any Series, transfers of Securities of such Series between accountholders in CBL and Euroclear and transfers of Securities of such Series between participants in DTC will generally have a settlement date three business days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in CBL or Euroclear and DTC participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and CBL and Euroclear, on the other, transfers of interests in the relevant Registered Global Securities will be effected through the Registrar, the Principal Paying Agent and the Custodian receiving instructions (and, where appropriate, certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. In the case of cross-market transfers, settlement between Euroclear or CBL accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately.

DTC, CBL and Euroclear have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Registered Global Securities among participants and accountholders of DTC, CBL and Euroclear. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuer, the Agents nor any Dealer will be responsible for any performance by DTC, CBL or Euroclear or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Securities represented by Registered Global Securities or for maintaining, supervising or reviewing any records relating to such beneficial interests.

TRANSFER AND SELLING RESTRICTIONS

The Dealers have, in the “**Dealer Agreement**” dated 26 June 2014 agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Securities. Any such agreement will extend to those matters stated under “*Form of the Securities*” and “*Terms and Conditions of the Securities*”. In the Dealer Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Securities under the Programme and to indemnify the Dealers certain liabilities incurred by them in connection therewith.

TRANSFER RESTRICTIONS

As a result of the following restrictions, purchasers of Securities in the United States are advised to consult legal counsel prior to making any purchase, offer, sale, resale or other transfer of such Securities. Each purchaser of Registered Securities or person wishing to transfer an interest from one Registered Global Security to another or from global to definitive form or vice versa, will be required to acknowledge, represent and agree as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

- that either: (i) it is a QIB, purchasing (or holding) the Securities for its own account or for the account of one or more QIBs and it is aware that any sale to it is being made in reliance on Rule 144A or (ii) it is outside the United States and is not (a) a “U.S. person” as defined in Regulation S, (b) a “U.S. person” as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations Promulgated by the CFTC pursuant to the Commodity Exchange Act, or (c) a person other than a “Non-United States person” as defined in CFTC Rule 4.7 in each case, as such definition may be amended, modified or supplemented from time to time (each such person, a “**U.S. person**”);
- that the Securities are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Securities have not been and will not be registered under the Securities Act or any other applicable U.S. State securities laws and may not be offered, sold, pledged or otherwise transferred within the United States or to, or for the account or benefit of, U.S. persons except as set forth below;
- that, unless it holds an interest in a Regulation S Global Security and either is a person located outside the United States or is not a U.S. person, if in the future it decides to resell, pledge or otherwise transfer the Securities or any beneficial interests in the Securities, it will do so only (i) to the Issuer or any affiliate thereof, (ii) inside the United States to a person whom the seller reasonably believes is a QIB purchasing for its own account or for the account of a QIB in a transaction meeting the requirements of Rule 144A and which takes delivery in the form of an interest in the Rule 144A Global Security, (iii) outside the United States in compliance with Rule 903 or Rule 904 under the Securities Act, (iv) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or (v) pursuant to an effective registration statement under the Securities Act, in each case in accordance with all applicable U.S. federal and state securities laws;
- it will, and will require each subsequent holder to, notify any purchaser of the Securities from it of the resale restrictions referred to in paragraph (c) above, if then applicable;
- that Securities initially offered in the United States to QIBs will be represented by one or more Rule 144A Global Securities, and that Securities offered outside the United States in reliance on Regulation S will be represented by one or more Regulation S Global Securities;
- that the Securities, other than the Regulation S Global Securities, will bear a legend to the following effect unless otherwise agreed to by the Issuer:

“THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, (A) A “U.S. PERSON” AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT, (B) A “U.S. PERSON” AS DEFINED IN THE INTERPRETIVE GUIDANCE AND POLICY STATEMENT REGARDING COMPLIANCE WITH CERTAIN SWAP REGULATIONS PROMULGATED BY THE COMMODITY FUTURES TRADING COMMISSION (“**CFTC**”) PURSUANT TO THE UNITED STATES COMMODITY EXCHANGE ACT OF 1936, AS AMENDED (THE “**COMMODITY EXCHANGE ACT**”), OR (C) A PERSON OTHER THAN A “NON-UNITED STATES PERSON” AS DEFINED IN CFTC RULE 4.7 IN EACH CASE, AS SUCH DEFINITION MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME (EACH SUCH PERSON, A “**U.S. PERSON**”), EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER (A) REPRESENTS THAT IT IS A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THE SECURITIES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS; (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE SECURITIES EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND OTHER THAN (1) TO THE ISSUER OR ANY AFFILIATE THEREOF, (2) INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, (3) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, (4) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) IT AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144A UNDER THE SECURITIES ACT FOR RESALE OF THIS SECURITY. THE SECURITIES DO NOT CONSTITUTE AND HAVE NOT BEEN MARKETED AS, CONTRACTS OF SALE OF A COMMODITY FOR FUTURE DELIVERY (OR OPTIONS THEREON) SUBJECT TO THE COMMODITY EXCHANGE ACT AND TRADING IN THE SECURITIES HAS NOT BEEN APPROVED BY THE CFTC PURSUANT TO THE COMMODITY EXCHANGE ACT.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDERS OF SUCH SECURITIES SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO REALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS SECURITY SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS SECURITY AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).”;

- if it is outside the United States and is a non-U.S. person, that if it should resell or otherwise transfer the Securities prior to the expiration of the 40-day distribution compliance period which commences upon completion of distribution of all the Securities of the Tranche of which the

Securities being resold or otherwise transferred form a part of the offering on the closing date (with respect to the original issuance of the Securities), it will do so only (i)(A) outside the United States in compliance with Rule 903 or 904 under the Securities Act or (B) within the United States to a QIB in compliance with Rule 144A which takes delivery in the form of an interest in the Rule 144A Global Security and (ii) in accordance with all applicable U.S. federal and state securities laws; and it acknowledges that the Regulation S Global Securities will bear a legend to the following effect unless otherwise agreed to by the Issuer:

“THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, (A) A “U.S. PERSON” AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT, (B) A U.S. PERSON” AS DEFINED IN THE INTERPRETIVE GUIDANCE AND POLICY STATEMENT REGARDING COMPLIANCE WITH CERTAIN SWAP REGULATIONS PROMULGATED BY THE COMMODITY FUTURES TRADING COMMISSION (“**CFTC**”) PURSUANT TO THE UNITED STATES COMMODITY EXCHANGE ACT OF 1936, AS AMENDED (THE “**COMMODITY EXCHANGE ACT**”), OR (C) A PERSON OTHER THAN A “NON-UNITED STATES PERSON” AS DEFINED IN CFTC RULE 4.7 IN EACH CASE, AS SUCH DEFINITION MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME (EACH SUCH PERSON, A “U.S. PERSON”), EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. THIS LEGEND SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF FORTY DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE SECURITIES OF THE TRANCHE OF WHICH THIS SECURITY FORMS PART.”; and

- that the Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the Issuer; and if it is acquiring any Securities as a fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

No sale of Legended Securities in the United States to any one purchaser will be for less than U.S.\$ 100,000 (or its foreign currency equivalent) principal amount and no Legended Security will be issued in connection with such a sale in a smaller principal amount. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least U.S.\$ 100,000 (or its foreign currency equivalent) of Registered Securities.

UNITED STATES

The Securities have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Securities in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and U.S. Treasury regulations promulgated thereunder.

In connection with any Securities which are offered or sold outside the United States in reliance on an exemption from the registration requirements of the Securities Act provided under Regulation S (“**Regulation S Securities**”), each Dealer has represented and agreed, and each further Dealer appointed

under the Programme will be required to represent and agree, that it will not offer, sell or deliver such Regulation S Securities (a) as part of their distribution at any time or (b) otherwise until forty days after the completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Securities on a syndicated basis, the relevant lead manager, of all Securities of the Tranche of which such Regulation S Securities are a part (the “**Distribution Compliance Period**”), within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Regulation S Securities (other than a sale pursuant to Rule 144A) during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of the Regulation S Securities within the United States or to, or for the account or benefit of, U.S. persons.

Until forty days after the commencement of the offering of any Series of Securities, an offer or sale of such Securities within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Dealers, directly or through their respective U.S. broker dealer affiliates, may arrange for the resale of Securities to QIBs pursuant to Rule 144A and each such purchaser of Securities is hereby notified that the Dealers may be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A. The minimum aggregate principal amount of Securities which may be purchased by a QIB pursuant to Rule 144A is U.S.\$ 100,000 (or the approximate equivalent thereof in any other Specified Currency). To the extent that the Issuer is not subject to or does not comply with the reporting requirements of section 13 or section 15(d) of the Exchange Act or the information furnishing requirements of Rule 12g3-2(b) thereunder, the Issuer has agreed to furnish to holders of Securities and to prospective purchasers designated by such holders, upon request, such information as may be required by Rule 144A(d)(4) so long as the Securities are considered “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act.

In the case of Exempt Securities, each issuance of Currency Linked Notes, Commodity Linked Notes, Fund Linked Notes, Index Linked Notes, Equity Linked Notes or Credit Linked Notes shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer may agree as a term of the issuance and purchase of such Securities, which additional selling restrictions shall be set out in the applicable Pricing Supplement.

PUBLIC OFFER SELLING RESTRICTION UNDER THE PROSPECTUS DIRECTIVE

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) it has not made and will not make an offer of Securities which are the subject of the offering contemplated by this Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Securities to the public in that Relevant Member State:

- if the final terms in relation to the Securities specify that an offer of those Securities may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a “**Non-exempt Offer**”), following the publication (and in Austria such day following the date of publication) of a prospectus in relation to those Securities which has been approved by the competent authority in the Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

- at any time to fewer than 100, or, if the relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
 - at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,
- provided that no such offer of Securities referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of Securities to the public**” in relation to any Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression **2010 PD Amending Directive** means Directive 2010/73/EU.

UNITED KINGDOM

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- in respect of Securities issued by Deutsche Bank AG, New York Branch and Deutsche Bank AG, Sydney Branch, in relation to any Securities which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Securities other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Securities would otherwise constitute a contravention of Section 19 of the FSMA by either Deutsche Bank AG, New York Branch or Deutsche Bank AG, Sydney Branch as Issuer;
- it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Securities in circumstances in which section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer; and
- it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom.

AUSTRALIA

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia (the “**Corporations Act**”)) in relation to the Programme or any Securities has been, or will be, lodged with the Australian Securities and Investments Commission (“**ASIC**”).

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that unless a supplement to this Prospectus or, in the case of Exempt Securities, the applicable Pricing Supplement otherwise provides, it:

- has not offered, and will not offer, for issue or sale and has not invited, and will not invite applications for issue, or offer to purchase, the Securities in Australia (including an offer or invitation which is received by a person in Australia); and
- has not distributed or published, and will not distribute or publish, any draft, preliminary or definitive prospectus, supplement, advertisement or any other offering material relating to the Securities in Australia,

unless:

- the aggregate consideration payable by each offeree or invitee is at least A\$500,000 (or its equivalent in any alternative currency but, in either case, disregarding moneys lent by the offeror or its associates) the offer or invitation otherwise does not require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act;
- the offer does not constitute an offer to a “retail client” for the purposes of section 761G of the Corporations Act;
- such action complies with all applicable laws, regulations and directives (including, without limitation, the licensing requirements of Chapter 7 of the Corporations Act); and
- such action does not require any document to be lodged with ASIC.

AUSTRIA

In addition to the provisions of the Public Offer Selling Restriction under the Prospectus Directive (including Austria) above, the Securities may be offered to the public in Austria only:

- if the following conditions have been satisfied:
 - (i) the Prospectus, including any supplements but excluding any Final Terms, which has been approved by the Austrian Financial Market Authority (*Finanzmarktaufsichtsbehörde*, the “**FMA**”) or, where appropriate, approved in another Member State and notified to the FMA, all in accordance with the Prospectus Directive, has been published at least one Austrian bank working day prior to the commencement of the relevant offer of the Securities to the public;
 - (ii) the applicable Final Terms for the Securities have been published and filed with the FMA on or prior to the date of commencement of the relevant offer of the Securities to the public; and
 - (iii) a notification with the Oesterreichische Kontrollbank Aktiengesellschaft, all as prescribed by the Austrian Capital Market Act (*Kapitalmarktgesetz, Federal Law Gazette No 625/1991*, as amended, the “**CMA**”), has been filed at least one Austrian bank working day prior to the commencement of the relevant offer of the Securities to the public; or
- otherwise in compliance with the CMA.

For the purposes of this Austrian selling restriction, the expression “**an offer of the Securities to the public**” means the communication to the public in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

BELGIUM

Belgium has implemented the Prospectus Directive (but not the 2010 PD Amending Directive) and the section headed “European Economic Area Public Offer Selling Restriction” above is applicable.

In the case of Securities having a maturity of less than 12 months and qualifying as money market instruments (and which therefore fall outside the scope of the Prospectus Directive), this Base Prospectus has not been submitted for approval to the Belgian Financial Services and Markets Authority and, accordingly, such Securities may not be distributed in Belgium by way of a public offering, as defined for the purposes of the law of 16 June 2006 on public offerings of investment instruments and the admission of investment instruments to trading on regulated markets, as amended or replaced from time to time.

In the case of Fund Linked Notes, the relevant underlying fund may not be registered in Belgium with the Belgian FSMA and, if so, cannot be offered publicly in Belgium. The shares and other securities issued by these funds cannot be offered publicly in Belgium.

DENMARK

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will represent and agree, and each purchaser of the Securities is deemed by such purchase to represent and agree, that it has not offered or sold and will not offer or sell, directly or indirectly, any of the Securities to the public in Denmark unless in accordance with Chapter 6 of the Danish Securities Trading Act (Consolidated Act No. 227 of 11 March 2014, as amended from time to time) and the Danish Executive Order No. 643 of 19 June 2012 issued by the Danish Financial Supervisory Authority (*Finanstilsynet*) pursuant thereto.

For the purposes of this provision, an offer of the Securities in Denmark means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities.

FRANCE

Each of the Dealers and the Issuer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(i) Offer to the public in France:

It has only made and will only make an offer of Securities to the public in France following the notification of the approval of this Prospectus to the *Autorité des marchés financiers* (“**AMF**”) by the CSSF and in the period beginning on the date of publication of the Final Terms relating to the offer of Securities and ending at the latest on the date which is 12 months after the date of the approval of this Prospectus by the CSSF all in accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF; or

(ii) Private placement in France:

It has not offered or sold and will not offer or sell, directly or indirectly, Securities to the public in France, and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Prospectus, the relevant Final Terms (or Pricing Supplement, in the case of Exempt Securities) or any other offering material relating to the Securities, and that such offers, sales and distributions have been and will be made in France only to (a) providers of investment services relating to portfolio management for the account of third parties, and/or (b) qualified investors (*investisseurs qualifiés*), other than individuals, and/or (c) a restricted group of investors (*cercle restreint d'investisseurs*), all as defined in, and in accordance with, Articles L.411-1, L.411-2, D.411-1 and D.411-4 of the French *Code monétaire et financier*.

This Prospectus has not been submitted to the clearance procedure of the AMF.

HONG KONG

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Securities (except for Securities which are a 'structured product' as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) other than (i) to persons whose ordinary business is to buy or sell shares or debentures (whether as principal or agent); or (ii) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance; or (iii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

IRELAND

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

- (a) it has not offered, sold, underwritten or placed and will not offer, sell, underwrite or place or do anything in respect of any Securities otherwise than in conformity with the provisions of the Prospectus (Directive 2003/71/EC) Regulations 2005 and the Prospectus (Directive 2003/71/EC) (Amendment) Regulations 2012 of Ireland, the provisions of the Companies Acts 1963 to 2013 of Ireland, including any rules issued under Section 51 of the Investment Funds, Companies and Miscellaneous Provisions Act 2005 (as amended) of Ireland by the Central Bank of Ireland and the Central Bank Acts 1942 to 2013 of Ireland (as amended) and any codes of conduct made under Section 117(1) of the Central Bank Act 1989 of Ireland;
- (b) it has not and will not offer, sell, underwrite or place or do anything in respect of any Securities other than in compliance with the provisions of the Market Abuse (Directive 2003/6/EC) Regulations 2005 of Ireland (as amended) and any rules made by the Central Bank of Ireland pursuant thereto, including any rules issued under Section 34 of the Investments Funds, Companies and Miscellaneous Provisions Act 2005 of Ireland by the Central Bank of Ireland;
- (c) it has complied and will comply with all applicable provisions of Directive 2004/39/EC (as amended) and implementing measures in its relevant jurisdiction, and is operating within the terms of its authorisation thereunder and it has complied and will comply with any applicable codes of conduct or practice; and
- (d) in connection with offers or sales of Securities, it has only issued or passed on, and will only issue or pass on, any document received by it in connection with the issue of the Securities to persons who are persons to whom the documents may otherwise lawfully be issued or passed on.

ITALY

Unless it is specified within the relevant Final Terms that a non exempt offer may be made in Italy, the offering of the Securities has not been registered pursuant to Italian securities legislation and, accordingly, no Securities may be offered, sold or delivered, nor may copies of this Prospectus or of any other document relating to the Securities be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the "**Financial Services Act**") and Article 34-ter, first paragraph, letter b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time ("**Regulation No. 11971**"); or

- (b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Article 34-ter of Regulation No. 11971.

Any offer, sale or delivery of the Securities or distribution of copies of this Prospectus or any other document relating to the Securities in the Republic of Italy under (a) or (b) above must be:

- (ii) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the “**Banking Act**”); and
- (iii) in compliance with Article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy; and
- (iv) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or other Italian authority.

PLEASE NOTE THAT IN ACCORDANCE WITH ARTICLE 100-BIS OF THE FINANCIAL SERVICES ACT, WHERE SECURITIES ARE INITIALLY OFFERED AND PLACED IN ITALY OR ABROAD TO QUALIFIED INVESTORS ONLY, BUT IN THE CALENDAR YEAR FOLLOWING THE DATE OF SUCH OFFERING/PLACEMENT ARE REGULARLY (*SISTEMATICAMENTE*) DISTRIBUTED ON THE SECONDARY MARKET IN ITALY TO NON QUALIFIED INVESTORS WHERE NO EXEMPTION FROM THE RULES ON PUBLIC OFFERINGS APPLIES UNDER (A) AND (B) ABOVE, SUCH SECURITIES WILL BECOME SUBJECT TO THE PUBLIC OFFER AND THE PROSPECTUS REQUIREMENT RULES PROVIDED UNDER THE FINANCIAL SERVICES ACT AND REGULATION NO. 11971. FAILURE TO COMPLY WITH SUCH RULES MAY RESULT IN THE SALE OF SUCH SECURITIES BEING DECLARED NULL AND VOID AND IN THE LIABILITY OF THE INTERMEDIARY TRANSFERRING THE SECURITIES FOR ANY DAMAGES SUFFERED BY SUCH NON QUALIFIED INVESTORS.

JAPAN

The Securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the “**Financial Instruments and Exchange Act**”) and each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered or sold and it will not offer or sell any Securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan.

NETHERLANDS

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree, that any Securities will only be offered in The Netherlands to Qualified Investors (as defined in the Prospectus Directive), unless such offer is made in accordance with the Dutch Financial Supervision Act (*Wet op het financieel toezicht*).

PORTUGAL

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree, that regarding any offer or sale of Securities in Portugal or to individuals resident in Portugal or having a permanent establishment located in the Portuguese territory, it will procure that any distributor of Securities agrees that all laws and regulations in force in Portugal, including (without

limitation) the Portuguese Securities Code (*Código dos Valores Mobiliários*), any regulations issued by the Portuguese Securities Market Commission (*Comissão do Mercado de Valores Mobiliários*) including (if applicable) its Regulation 2/2012, and any applicable protocols agreed with that Commission, on complex financial products (*produtos financeiros complexos*) and Commission Regulation (EC) No. 809/2004 (as amended) implementing the Prospectus Directive (as amended) will be complied with in respect of any placement or distribution of Securities, and other than in compliance with all such laws and regulations: (i) it has not directly or indirectly taken any action or offered, advertised, marketed, invited to subscribe, gathered investment intentions, sold or delivered and will not directly or indirectly take any action, offer, advertise, market, invite to subscribe, gather investment intentions, sell, re-sell, re-offer or deliver any Securities in circumstances which could qualify as a public offer (*oferta pública*) of securities and/or (if applicable) as a relevant complex financial products placement, pursuant to the Portuguese Securities Code and other applicable securities legislation and regulations, notably in circumstances which could qualify as a public offer and/or (if applicable) as a relevant complex financial products placement, addressed to individuals or entities resident in Portugal or having a permanent establishment located in Portugal, as the case may be; (ii) all offers, sales and distributions by it of the Securities have been and will only be made in Portugal in circumstances that, pursuant to the Portuguese Securities Code, qualify only as a private placement of Securities (*oferta particular*) and (if applicable) as a placement of complex financial products which is not relevant under CMVM Regulation 2/2012 and any applicable CMVM protocols; (iii) it has not distributed, made available or caused to be distributed and will not distribute, make available or cause to be distributed, the Prospectus, or any other offering material relating to the Securities, to the public in Portugal. Furthermore, (a) if the Securities are subject to a private placement addressed exclusively to qualified investors (*investidores qualificados*), such private placement will be considered as a private placement of securities pursuant to the Portuguese Securities Code; (b) private placements addressed by companies open to public investment (*sociedades abertas*) or by issuers of securities listed on a regulated market shall be notified to the CMVM for statistics purposes.

SINGAPORE

This Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore, and the Securities will be offered pursuant to exemptions under the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”). Accordingly, the Securities may not be offered or sold or made the subject of an invitation for subscription or purchase nor may this Prospectus or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any Securities be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor under (in the case of shares or debentures or units of shares or debentures) Section 274 of the SFA or (in the case of units or derivatives of units of a business trust) Section 282Y of the SFA or (in the case of units of a real estate investment trust or other collective investment scheme) Section 304 of the SFA, (ii) to a relevant person, or any person pursuant to (in the case of shares or debentures or units of shares or debentures) Section 275(1A) of the SFA or (in the case of units or derivatives of units of a business trust) Section 282Z(2) of the SFA, and in accordance with the conditions specified in (in the case of shares or debentures or units of shares or debentures) Section 275 of the SFA or (in the case of units or derivatives of units of a business trust) Section 282Z of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

In the event where the Securities are acquired under (in the case of shares or debentures or units of shares or debentures) Section 275 of the SFA or (in the case of units or derivatives of units of a business trust) Section 282Z of the SFA by:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor;

then the shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferred within six months after that corporation or that trust has acquired the Securities pursuant to an offer made under (in the case of shares or debentures or units

of shares or debentures) Section 275 of the SFA or (in case of units or derivatives of units of a business trust) Section 282Z of the SFA except:

- (1) (i) to an institutional investor under (in the case of shares or debentures or units of shares or debentures) Section 274 or (in the case of units or derivatives of units of a business trust) Section 282Z of the SFA, or (ii) to a relevant person pursuant to Section 275 or 282Z of the SFA, or to any person (in the case of shares or debentures or units of shares or debentures) pursuant to Section 275(1A) or (in the case of units or derivatives of units a business trust) Section 282Z(2) of the SFA, respectively, and in accordance with the conditions, specified in (in the case of shares or debentures or units of shares or debentures) Section 275 or (in the case of a business trust) Section 282Z of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law; or
- (4) pursuant to Section 276(7) or Section 282ZA(7) of the SFA or Regulation 32 of the Securities and Futures (Offers of Investments)(Shares and Debentures) Regulations 2005 or Regulation 22 of the Securities and Futures (Offers of Investments)(Business Trusts)(No 2) Regulations 2005.

Certain Restrictions applicable to Securities issued in Singapore dollars:

This section does not apply to any Securities issued by Deutsche Bank A.G., Singapore Branch.

Securities denominated in Singapore dollars and issued to persons in Singapore by a person carrying on a deposit-taking business (whether in Singapore or elsewhere) with a maturity period of less than 12 months and a denomination of less than S\$200,000 would be treated as deposits for the purposes of the Banking Act, Chapter 19 of Singapore (the "**Singapore Banking Act**"), unless the Securities are issued to certain persons, including either:

- (a) an individual whose total net assets exceeds S\$2 million (or equivalent in foreign currency) at the time of subscription or whose income in the 12 months preceding the time of subscription exceeds S\$300,000 (or equivalent in foreign currency); or
- (b) a company whose net assets (as determined by the last audited-balance sheet of the company) exceeds S\$10m (or equivalent in foreign currency) at the time of subscription.

In addition, even where Securities issued in Singapore dollars with a denomination of less than S\$200,000 are not treated as deposits for the purposes of the Singapore Banking Act, certain additional information is required to be furnished to investors in Singapore by an issuer which is carrying on a deposit-taking business. In such case, please refer to the relevant Final Terms or Pricing Supplement for such further information.

SPAIN

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not make an offering of the Securities which are the subject of the offering contemplated by this Prospectus as completed by the applicable Final Terms unless, the requirements of Law 24/1988, of 28 July, on the Spanish Securities Market (as amended from time to time), Royal Decree 1310/2005, of 4 November, on admission to listing and on issues and public offers of securities (as amended from time to time) and any other regulation and ESMA or Comisión Nacional del Mercado de Valores (the "**CNMV**") guidance developing them which may be in force and required therefore from time to time have been complied with. Otherwise no Securities will be offered, sold, delivered, marketed nor may copies of this Prospectus or of any other document relating to the Securities be distributed in the Kingdom of Spain, except:

- to qualified investors (*inversores cualificados*), as defined in Article 39 of Royal Decree 1310/2005, of 4 November, on admission to listing and on issues and public offers of securities as amended

from time to time and in particular as amended by Royal Decree 1698/2012, of 21 December, which modifies the applicable laws and regulations on prospectus and transparency requirements. Individuals and small and medium-sized enterprises domiciled in Spain which have requested to be considered as qualified investors must comply with the registration requirements set forth by Article 39 of Royal Decree 1310/2005, of 4 November, on admission to listing and on issues and public offers of securities; or

- in other circumstances which are exempted from the rules on public offerings pursuant to Article 30bis of Law 24/1988, of 28 July, on the Spanish Securities Market.

Except to qualified investors, any offer, sale or delivery of the Securities or distribution of copies of this Prospectus or any other document relating to the Securities in the Kingdom of Spain must be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Kingdom of Spain in accordance with Law 24/1988, of 28 July, on the Spanish Securities Market. In addition, each Dealer has agreed that it will comply, and each further Dealer appointed under the programme will be required to agree to comply where applicable, with all requirements under Law 24/1988, of 28 July, Royal Decree 1310/2005, of 4 November, Royal Decree 217/2008, of 15 February, Markets in Financial Instruments Directive (Directive 2004/39/EC) related rules and any ESMA or CNMV regulatory guidance in relation thereto

SWEDEN

Each Dealer has confirmed and agreed that, to the extent it intends to make an offer of Exempt Securities, it will not, directly or indirectly, offer for subscription or purchase or issue invitations to subscribe for or buy Securities or distribute any draft or final document in relation to any such offer, invitation or sale except in circumstances that will not result in a requirement to prepare a prospectus pursuant to the provisions of the Swedish Financial Instruments Trading Act (lag (1991:980) *om handel med finansiella instrument*) (the "**Swedish Trading Act**"). However, to the extent it intends to make an offer of Non-Exempt Securities, such offer will be made in accordance with the requirements if the Swedish Trading Act.

SWITZERLAND

The Dealers have agreed, and each further dealer appointed under the Programme will be required to agree, that it will comply with any laws, regulations or guidelines in Switzerland from time to time, including, but not limited to, any regulations made by the Swiss Financial Market Supervisory Authority FINMA and/or the Swiss National Bank (if any) in relation to the offer, sale, delivery or transfer of the Securities or the distribution of any offering or marketing material in Switzerland in respect of such Securities.

GENERAL

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Securities or possesses or distributes this Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Securities under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer and the Dealers represents that Securities may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

In the case of Exempt Securities, with regard to each Tranche, the relevant Dealer will be required to comply with such other additional restrictions as the relevant Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Pricing Supplement.

GENERAL INFORMATION

Use of Proceeds

The net proceeds from each issue of Securities will be used for financing the business of Deutsche Bank, as the case may be. A substantial portion of the proceeds from the issue of certain Securities may be used to hedge market risk with respect to such Securities. If in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

Authorisation

The establishment of the Programme and the issue of Securities thereunder have been duly authorised by the competent representatives of Deutsche Bank.

The establishment of the Programme is considered to be in the ordinary course of Deutsche Bank's business and therefore was not authorised by board resolutions.

Deutsche Bank has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of its obligations under the Securities.

Post Issuance Information

In case of Securities where payment of interest and/or principal is determined by reference to an underlying, the Issuer will not provide any post issuance information regarding such underlying.

Clearing Systems

The relevant Final Terms (or Pricing Supplement, in the case of Exempt Securities) will specify which clearing system or systems (including CBF, DTC, CBL and/or Euroclear) has/have accepted the relevant Securities for clearance and provide any further appropriate information.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium, the address of CBL is Clearstream Banking, 42 Avenue JF Kennedy, L-2967, Luxembourg, the address of CBF is Clearstream Banking AG, Frankfurt, Mergenthalerallee 61, 65760 Eschborn, Germany, and the address of DTC is 55 Water Street, New York, NY 10041.

Listing and Admission to Trading Information

Application has been made to list Securities to be issued under the Programme on the Official List of the Luxembourg Stock Exchange and to admit to trading Securities on the Regulated Market Bourse de Luxembourg of the Luxembourg Stock Exchange.

The Programme provides that Securities may be admitted to trading or listed, as the case may be, on the regulated markets of the Frankfurt Stock Exchange or other regulated markets or on the SIX Swiss Exchange or an unregulated market such as the "Euro MTF" market of the Luxembourg Stock Exchange or the Open Market (*Freiverkehr*) of the Frankfurt Stock Exchange, as may be agreed between the Issuer and the relevant Dealer. The Issuer may also issue unlisted Securities and/or Securities not admitted to trading on any market.

Undertaking

Deutsche Bank has undertaken, in connection with the listing of the Securities, that if, while Securities of an Issuer are outstanding and listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Luxembourg Stock Exchange's Regulated Market, there shall occur any adverse change in the business, financial position or otherwise of such Issuer that is material in the context of issuance under the Programme which is not reflected in this Prospectus (or any of the documents incorporated by reference in this Prospectus in regard to the listing of the Securities on the Official List of the Luxembourg

Stock Exchange), the Issuer will prepare or produce the preparation of a supplement to this Prospectus or, as the case may be, publish a new Prospectus for use in connection with any subsequent offering by such Issuer of Securities to be listed on the Official List of the Luxembourg Stock Exchanges and admitted to trading on the Luxembourg Stock Exchange's Regulated Market.

Deutsche Bank will, at the offices of the Paying Agents, provide, free of charge, a copy of this Prospectus (or any document incorporated by reference in this Prospectus) according to the rules of the Luxembourg Stock Exchange.

Yield

In relation to Fixed Rate Securities, an indication of the yield in respect of such Securities will be specified in the applicable Final Terms or, in the case of Exempt Securities, the applicable Pricing Supplement. The yield is calculated according to the ICMA method which determines the effective interest rate taking into account accrued interest on a daily basis. The yield indicated will be calculated as the yield to maturity as at the issue date of the Securities and will not be an indication of future yield.

DOCUMENTS ON DISPLAY

So long as Securities are capable of being issued under the Programme, copies of the following documents will be available from the registered office of the Issuer and from the specified office of the Paying Agent for the time being in Luxembourg:

- (a) the articles of association (with an English translation where applicable) of the Issuer;
- (b) the audited consolidated and non-consolidated annual financial statements of Deutsche Bank in respect of the financial years ended 31 December 2013 and 31 December 2012 (in German and each with an English translation thereof);
- (c) the interim report of the Issuer for the three months ended 31 March 2014 (English and German language versions);
- (d) the Deed of Covenant, the Issuer Covenant, the Deed Poll and the forms of the Global Securities;
- (e) a copy of this Prospectus;
- (f) any future supplements to this Prospectus, Final Terms and Pricing Supplements (in the case of Exempt Securities) (save that Pricing Supplements will only be available for inspection by a holder of such Security and such holder must produce evidence satisfactory to the Issuer and the Paying Agent as to its holding of Securities and identity) to this Prospectus and any other documents incorporated herein or therein by reference;
- (g) in the case of each issue of Securities admitted to trading on the Luxembourg Stock Exchange's Regulated Market subscribed pursuant to a subscription agreement, the subscription agreement (or equivalent document); and
- (h) in the case of each issue of Securities by Deutsche Bank AG, London Branch which is guaranteed by Deutsche Bank AG, New York Branch, the Deed of Guarantee.

DOCUMENTS INCORPORATED BY REFERENCE

Documents Incorporated by Reference

The following documents which have previously been published or are published simultaneously with this Prospectus and have been filed with the CSSF shall be deemed to be incorporated in, and to form part of, this Prospectus:

- (a) the Financial Report of the Issuer as of 31 December 2013;
- (b) the Financial Report of the Issuer as of 31 December 2012, and
- (c) Q1 Interim Report of the Issuer for the three months ended 31 March 2014

save that any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained in any such subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

“”“Copies of all documents incorporated by reference in this Prospectus can be obtained from the Issuer’s office and from the Paying Agent in Luxembourg as set out at the end of this Prospectus. Copies of all documents incorporated by reference in this Prospectus are also available on the Luxembourg Stock Exchange’s website (www.bourse.lu).

Cross-Reference List of Documents Incorporated by Reference

Page 80 – Description of the Issuer – Historical Financial Information / Financial Statements: reference is made to the the Financial Report of the Issuer as of 31 December 2012 and 2013.

Page 80 – Description of the Issuer – Interim Financial Information: reference is made to the Q1 Interim Report of the Issuer for the three months ended 31 March 2014.

- (1) *The following information is set forth in the Financial Report of the Issuer as of 31 December 2013:*

	Page(s)
Audited Consolidated Financial Statements 2013	
Consolidated Statement of Income	283
Consolidated Statement of Comprehensive Income	284
Consolidated Balance Sheet	285
Consolidated Statement of Changes in Equity	286
Consolidated Statement of Cash Flows	288
Notes to the Consolidated Financial Statements	289
Independent Auditors’ Report	448

(2) *The following information is set forth in the Financial Report of the Issuer as of 31 December 2012:*

	Page(s)
Audited Consolidated Financial Statements 2012	
Consolidated Statement of Income	243
Consolidated Statement of Comprehensive Income	244
Consolidated Balance Sheet	245
Consolidated Statement of Changes in Equity	246
Consolidated Statement of Cash Flows	248
Notes to the Consolidated Financial Statements including Table of Content	249
Independent Auditors' Report	413

(3) *The following information is set forth in the Q1 Interim Report of the Issuer for the three months ended 31 March 2014:*

	Page(s)
Review Report	58
Consolidated Statement of Income	59
Consolidated Statement of Comprehensive Income	60
Consolidated Balance Sheet	61
Consolidated Statement of Changes in Equity	62
Consolidated Statement of Cash Flows	64
Basis of Preparation	65
Information on the Consolidated Income Statement	69
Information on the Consolidated Balance Sheet	72

Any other information incorporated by reference that is not included in the cross-reference lists above, is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Prospectus Regulation.

NAMES AND ADDRESSES

Issuer

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Germany

also acting through, *inter alia*, its branch offices:

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

Deutsche Bank AG, Sydney Branch
Level 16
Deutsche Bank Place
Corner of Hunter and Phillip Streets
Sydney NSW 2000
Australia

Arranger

Deutsche Bank Aktiengesellschaft
Debt Capital Markets
Taunusanlage 12
60325 Frankfurt am Main
Germany

Guarantor

Deutsche Bank AG, New York Branch
60 Wall Street
MSNYC 60-2710
New York, New York 10005
United States

Dealers

Deutsche Bank Aktiengesellschaft
Debt Capital Markets
Grosse Gallusstrasse 10–14
60272 Frankfurt am Main
Germany

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

**Deutsche Bank AG,
Zurich Branch**
Uraniastrasse 9
P.O. Box 3604
8021 Zurich
Switzerland

Deutsche Bank Luxembourg S.A.
2, boulevard Konrad Adenauer
L-1115 Luxembourg
Luxembourg

**Deutsche Bank AG,
Hong Kong Branch**
Level 52
International Commerce Centre
1 Austin Road West
Kowloon, Hong Kong

**Deutsche Bank AG,
Singapore Branch**
One Raffles Quay
South Tower Level 17
Singapore 048583

Fiscal Agent & Paying Agent

In respect of German law governed Securities

In respect of English law governed Securities

Deutsche Bank Aktiengesellschaft
Taubusanlage 12
60325 Frankfurt am Main
Germany

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

Paying Agent, Listing Agent and Transfer Agent in Luxembourg

Deutsche Bank Luxembourg S.A.
2, boulevard Konrad Adenauer
L-1115 Luxembourg
Luxembourg

Paying Agent in Switzerland

Deutsche Bank AG, Zurich Branch
Uraniastrasse 9
P.O. Box 3604
8021 Zurich
Switzerland

Registrar and Paying Agent for DTC

Deutsche Bank Trust Company Americas
Attn: Trust & Securities Services
60 Wall Street
MSNYC60-2710
New York, New York 10005
United States

Legal Advisers

as to English law
Allen & Overy LLP
One Bishops Square
London
E1 6AD
United Kingdom

as to German law
Allen & Overy LLP
Haus am OpernTurm
Bockenheimer Landstraße 2
60306 Frankfurt am Main
Germany