



## **UniCredit S.p.A.**

(incorporated with limited liability as a Società per Azioni in the Republic of Italy under registered number 00348170101)

## **Base Prospectus**

for the issuance of

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

under the

**Euro 1,000,000,000 Issuance Programme of UniCredit S.p.A.**

**23 July 2021**

Together with the registration document of UniCredit S.p.A. dated 20 January 2021, as supplemented from time to time, (the "**Registration Document**") this document, as supplemented from time to time, (the "**Securities Note**") constitutes a base prospectus (the "**Base Prospectus**") consisting of separate documents within the meaning of Article 8(6) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, as amended from time to time (the "**Prospectus Regulation**").

The validity of the Base Prospectus ends on 23 July 2022. For the avoidance of doubt, the Issuer shall have no obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies when this Base Prospectus is no longer valid.

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## GENERAL DESCRIPTION OF THE PROGRAMME

Together with the registration document of UniCredit S.p.A. dated 20 January 2021, as supplemented from time to time (the "**Registration Document**"), this document, as supplemented from time to time, (the "**Securities Note**") constitutes a base prospectus (the "**Base Prospectus**") consisting of separate documents within the meaning of Article 8(6) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, as amended from time to time (the "**Prospectus Regulation**"), relating to securities with single and multi-underlying (with partial capital protection) (the "**Securities**") issued from time to time by UniCredit S.p.A. ("**UniCredit**" or the "**Issuer**") under the Euro 1,000,000,000 Issuance Programme (the "**Programme**").

This Base Prospectus is to be read together with (a) all the documents whose information is incorporated by reference into this Base Prospectus, (b) the supplements to the Registration Document and /or this Base Prospectus, if any (together the "**Supplement(s)**") as well as (c) the respective Final Terms (the "**Final Terms**").

The Securities that will be issued under the Base Prospectus are debt instruments with a Nominal Amount, which shall not be less than EUR 1,000<sup>1</sup>. The Securities are Securities with partial capital protection and the method of calculating the relevant redemption amount, the additional amount and/or the interest amount will be linked to the value of the relevant Underlying, the relevant Basket Components and/or the relevant Reference Rate at a certain point in time.

Under this Base Prospectus, Securities of the following "**Product Types**" are issued:

- Garant Performance Securities
- Downside Garant Performance Securities
- All Time High Garant Securities
- Garant Cash Collect Securities
- Downside Garant Cash Collect Securities
- Garant Barrier Securities
- Downside Garant Barrier Securities
- Garant Barrier Geoscope Securities
- Twin-Win Garant Securities
- Downside Twin-Win Garant Securities
- Win-Win Garant Securities
- Icarus Garant Securities
- Downside Icarus Garant Securities
- Garant Express Securities
- Downside Garant Express Securities
- Garant Bonus Securities
- Downside Garant Bonus Securities
- Protection Garant Securities
- Downside Protection Garant Securities

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<sup>1</sup> The Nominal Amount of Garant Telescope Securities linked to Target Vol Strategies shall not be less than EUR 100,000.

- Garant Cash Collect Securities with Multi-Underling
- Garant Performance Securities with Multi-Underling
- Protection Garant Securities with Multi-Underling
- Downside Protection Garant Securities with Multi-Underling
- Garant Barrier Securities with Multi-Underling
- Garant Rainbow Securities with Multi-Underling
- Garant Dispersion Securities with Multi-Underling
- Garant Barrier Reverse Convertible Securities with Multi-Underling
- Downside Garant Barrier Reverse Convertible Securities with Multi-Underling
- Garant Securities linked to Target Vol Basket Strategies
- Garant Securities linked to Basket Target Vol Strategies with Locally Floored/Capped Asian Out
- Garant Securities linked to Target Vol Strategies with Locally Floored/Capped Asian Out
- Garant Securities linked to Target Vol Strategies
- Garant Telescope Securities linked to Target Vol Strategies
- Hybrid Garant Cash Collect Securities
- Hybrid Garant Performance Securities
- Hybrid Garant Barrier Securities

The "**Underlying**" of the Securities may either be Single-Underlying or a Multi-Underlying.

In case of Securities with "**Single-Underlying**", the Underlying may either be a Share, a Fund Share, a Financial Index, an Inflation Index, a Commodity or a Currency Exchange Rate. In the case of Garant Cash Collect Securities, Downside Garant Cash Collect Securities, Garant Barrier Securities and Downside Garant Barrier Securities, the Underlying may also be a Reference Rate.

In case of Securities with "**Multi-Underlying**", the Securities may either be issued as Basket-linked Securities or as Hybrid Securities.

In the case of "**Basket-linked Securities**", the Underlying is a basket consisting of several Basket Components. "**Basket Components**" may either be Shares, Indices, Fund Shares, Commodities or Currency Exchanges Rates.

In the case of "**Hybrid Securities**", the Securities are linked to two Underlyings. The first Underlying is an Inflation Index and the second Underlying may either be a Financial Index or a Reference Rate.

The Underlying(s) and the Basket Components are the main influencing factor on the value of the Securities. The influence of the value of the Underlying(s) or of the Basket Components on the value of the Securities is described below in the section "*DESCRIPTION OF THE SECURITIES*" for each product type.

The Registration Document and this Securities Note, have been approved by the *Commission de Surveillance du Secteur Financier* ("**CSSF**"), as competent authority under the Prospectus Regulation. The CSSF only approves the Registration Document and this Securities Note as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the quality of the securities that are the subject of this Securities Note; investors should make their own assessment as to the suitability of investing in the securities. The CSSF gives no undertaking as to the economic and financial soundness of the transaction or the quality or solvency of the Issuer in line with the provisions of Article 6 (4) of the Luxembourg Law on Prospectuses for securities.

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

Neither the Base Prospectus nor any other information supplied in connection with the Programme constitutes a recommendation, an offer or invitation by or on behalf of the Issuer to any person to subscribe for or to purchase any Securities. The delivery of the Registration Document, as supplemented from time to time, does not imply that the information contained therein concerning the Issuer is correct at any time subsequent to the date of this Securities Note or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. Investors should read *inter alia* the most recent non-consolidated or consolidated financial statements and interim reports, if any, of the Issuer when deciding whether or not to purchase any Securities.

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

## **RISK FACTORS**

*Prospective Security Holders of the Securities, should consider the following risk factors, which are specific to the Securities and which are material for taking an informed investment decision and should make such decision only on the basis of the Base Prospectus as a whole (including the Registration Document), the relevant Final Terms and the Issue Specific Summary.*

*The following risk factors shall be read in conjunction with the material risks that are specific to the Issuer and that may affect the Issuer's ability to fulfil its obligations under the securities, which are set out within the Registration Document.*

*The Base Prospectus, including the following risk factors and the risk factors set out within the Registration Document, and the relevant Final Terms of the Securities do not replace a professional consultation with a potential investor's house bank or financial adviser. However, potential investors should carefully consider these risk factors before making a decision to purchase any Securities in any case. An investment in the Securities is only suitable for investors, who understand the nature of such Securities and the extent of the incorporated risk and who have sufficient knowledge, experience and access to professional advisors (including their financial, legal and tax advisors) in order to form their own legal, tax and financial opinion upon the existing risks in relation to the Securities.*

*Potential investors should be aware that the risks described below may arise separately or cumulatively in combination with other risks and may possibly have mutually reinforcing effects.*

*The risk factors related to the Issuer are set out on pages 4 to 25 of the Registration Document.*

*The risk factors related to the Securities herein are organised into the following three categories below depending on their nature. Unless expressly stated otherwise below, the most material risk factor is mentioned first in each of the following categories:*

- 1. Risks related to the nature of the Securities;*
- 2. Risks related to the Underlying and the Reference Rate;*
- 3. Risks related to the offer to the public and/or admission to trading.*

*Below only the term "**Underlying**" is used. As the risks described in this section do, however, affect the Basket Components of Securities with Multi-Underlying in the same way, the risk factors described are to be read to also apply to Basket Components and are therefore relevant for potential investors in all product types.*

### **1. RISKS RELATED TO THE NATURE OF THE SECURITIES**

#### *1.1. Credit risk of the Issuer and risks in relation to resolution measures in relation to the Issuer*

The Securities constitute unsecured obligations of the Issuer vis-a-vis the Security Holders. Any person who purchases the Securities therefore relies on the creditworthiness of the Issuer and has, in relation to her/his position under the Securities, no rights or claims against any other person. Security Holders are subject to the risk of a partial or total failure of the Issuer to fulfil obligations which the Issuer is liable to perform under the Securities in whole or in part, for example, in the event of the Issuer's insolvency. The worse the creditworthiness of the Issuer is the higher is the risk of a loss.

**In the case of realization of the credit risk of the Issuer the Security Holder may sustain a total loss of her/his capital, even if the Securities provide for a Minimum Amount at their maturity. Moreover, Security Holders may become subject to resolution measures in relation to the Issuer if the Issuer is failing or likely to fail. The obligations of the Issuer under the Securities are not secured, guaranteed by third parties or protected by any deposit protection or compensation scheme.**

The Issuer is subject to the Bank Recovery and Resolution Directive 2014/59/EU as amended from time to time ("**BRRD**"), as well as the relevant technical standards and guidelines from EU regulatory bodies (for example the European Banking Authority (EBA) and the European Securities

and Markets Authority (ESMA)), which, *inter alia*, provide for capital requirements for credit institutions, recovery and resolution mechanisms. The Issuer is also subject to the Single Resolution Mechanism ("**SRM**"). The SRM and BRRD enable a range of tools to be used in relation to credit institutions and investment firms considered to be at risk of failing.

The stated aim of the BRRD is to provide the authority designated by each EU Member State (the "**Resolution Authority**") with a credible set of tools and powers, including the ability to apply the Bail-in Power, to address banking crises pre-emptively in order to safeguard financial stability and minimize taxpayers' exposure to losses. The powers provided to the Resolution Authority under the BRRD and the relevant implementing measures in the relevant Member State and the SRM include statutory write-down and/or conversion power whether relating to the resolution or independent of any resolution action (the "**Bail-in Power**") to ensure that capital instruments and eligible liabilities (including senior debt instruments) absorb losses of the issuing institution that is subject to resolution in accordance with a set order of priority.

Through the exercise of the Bail-in Power, the Nominal Amount of the Securities as well as any other amount payable under the Securities may be completely or partially reduced. In that case, Security Holders will receive a lower or no repayment of the capital amount of the Securities. It is also possible that Security Holders receive lower or no ongoing payments.

The Resolution Authority may also amend the terms and conditions of the Securities. It may for example postpone the redemption of the Securities. In that case, the Security Holders will receive payments under the Securities at a later point in time than originally scheduled. The aforementioned measures may result in a default of all claims under the Securities and thus to a total loss of the investment of the Security Holder. There may be negative effects in the market value of the Securities even before the execution of such rights. In addition, the Issuer's assets may be affected under these measures, which may further adversely affect the ability of the Issuer to meet its payment obligations under the Securities.

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

#### 1.2. *Regulatory restrictions with regard to certain types of Securities*

The BRRD has been amended by Directive (EU) 2019/879 (the "**BRRD II**"), which has detailed the scope of liabilities that are intended to be eligible for the purposes of the minimum requirement for own funds and eligible liabilities ("**MREL**"). In particular, according to new Article 45b para. 2, certain types of Securities may be considered as eligible liabilities available to meet the MREL Requirements.

Furthermore, it is necessary to specify that, the Issuer is also subject to the provisions of the Regulation 806/2014 (the "**SRMR**" which has been amended by Regulation 877/2019 (the "**SRMR II**")), which, by reproducing exactly Article 45b of BRRD II, defines in Article 12c the eligible liabilities for entities subject to resolution. The provisions of SRMR II are applicable as of 28 December 2020.

As a consequence all the provisions concerning the eligible liabilities set out in the BRRD II, in the SRMR II and in the Regulation 2013/575/EU (the "**CRR**" which has been amended by Regulation 2019/876/EU (the "**CRR II**")), should be deemed applicable for the Securities which have a determined percentage of capital protection (the "**Eligible Securities**").

Therefore as long as such types of Securities are considered Eligible Securities, the redemption and repurchase of such Eligible Securities at the option of the Issuer is subject to compliance by the Issuer with any conditions to such redemption or repurchase prescribed by the MREL Requirements at the relevant time (including the prior permission from the Relevant Resolution Authority as well as any other requirements which to such redemption or repurchase due to the qualification of Eligible Securities at such time as eligible liabilities available to meet the then applicable MREL Requirements).



Furthermore, Security Holders are not entitled to set off claims arising from such Eligible Securities against any of the Issuer's claims. No security of whatever kind and no guarantee is, or shall at any time be, provided by the Issuer or any other person securing or guaranteeing rights of the Security Holders, which enhances the seniority of the claims under these Eligible Securities and the respective Eligible Securities are not, or shall not at any time be, subject to any arrangement that enhances the seniority of the claims under these Eligible Securities. Furthermore, termination rights are excluded for the respective Security Holders.

These restrictions may limit the rights of the Issuer and, in particular, of the Security Holders and might expose them to the risk that their investment will have a lower potential return than expected.

Securities that are intended to be Eligible Securities will be subject to additional restrictions in the future, following the full applicability of the relevant provisions arising from the CRR II, the SRMR II and the BRRD II and respective implementation into national law.

### 1.3. *Risks related to market value-influencing factors*

The market value of the Securities will be affected by a number of factors. These are, *inter alia*, the creditworthiness of the Issuer, the relevant prevailing interest and yield rates, the market for similar securities, the general economic, political and cyclical conditions, the tradability and, if applicable, the remaining term of the Securities as well as additional Underlying-related market value-influencing factors.

The market value of the Securities as well as the amounts distributable under the Securities primarily depend on the price of the Underlying, as the case may be. In general, the value of the Securities falls and the Redemption Amount decreases if the price of the Underlying decreases as well. Conversely, in case of Securities with a Downside feature, a reverse structure applies, i.e. the value of the Securities falls and the Redemption Amount decreases if the price of the Underlying rises. In addition, the potential income from the Securities is limited, because the price of the Underlying can never fall by more than 100%.

It is not possible to predict how the price of the Underlying will develop in the future. The price of the Underlying may also depend on a number of inter-related factors, including cyclical, economic, financial and political events and their general effect on capital markets and on the relevant stock exchanges. The past performance of an Underlying provides no indication of its future performance. The amounts to be distributed under the Securities may therefore be substantially lower than the price of the Underlying may in advance have suggested.

### 1.4. *Risks related to the Redemption Amount*

The Securities will be redeemed at their maturity at the Redemption Amount specified in the Final Terms. The Redemption Amount may be less than the Issue Price or the Purchase Price. This means, the Security Holder only achieves a return (subject to the influence of exchange rate and inflation risk) if the Redemption Amount, including ongoing payments, if specified in the relevant Final Terms (see also sub-section "1.6 Risks arising from missing ongoing payments" of this section "RISK FACTORS"), exceeds the individual Purchase Price of the Security Holder. The Redemption Amount may also be lower than the Nominal Amount of the Securities.

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

If the Final Terms provide for a maximum redemption payment (e.g. a Maximum Amount) the potential return from the Securities is limited in contrast to a direct investment in the Underlying. A participation in a favourable performance of the Underlying beyond such maximum redemption payment is excluded.

### *1.5. Risks related to Barrier Event*

If a Barrier Event occurs, as specified in the Final Terms, a payment under the Securities may be limited or a more advantageous pay-out formula may be disappplied.

In the case of Securities with a Additional Conditional Amount with a Barrier Observation, there will be no payment of an Additional Conditional Amount following an Additional Conditional Amount Payment Event (m) if a Barrier Event has occurred. In the case of Securities with Early Redemption Amount with a Barrier Observation, there will be no premature redemption following an Early Redemption Event (n) if a Barrier Event has occurred.

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

### *1.6. Risks arising from missing ongoing payments*

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

In case where the conditional payment of amounts is specified in the Final Terms, the payment and/or the extent of such amounts depend on the performance of the Underlying or the relevant Reference Rate, as the case may be. Potential investors should be aware that in case of an unfavourable performance of the Underlying no payment of any conditional amount may occur or that any amount may also be very low or even zero or that the payment of a conditional amount may irretrievably lapse for the remaining term of the Securities.

If specified in the Final Terms, certain amounts only may be payable if certain events have occurred (e.g. an Additional Conditional Amount Payment Event (m) or a Final Redemption Event) which depend on having reached a certain threshold or limit (e.g. an Additional Conditional Amount Payment Level or a Final Redemption Level). If the respective threshold or limit, as specified in the Final Terms, has not been reached or if the event has not occurred, the respective Security Holder is not entitled to receive the amount specified in the Final Terms. In addition, thresholds or limits (e.g. a Barrier Level) or the occurrence of certain events (e.g. a Barrier Event) may in particular have a significant influence on the market value of the Securities and amounts to be distributed under the Securities. Investors should only invest their capital into the Securities if they completely understood the mechanism of the applicable pay-out formula.

### *1.7. Currency and Currency Exchange Rate risk with respect to the Securities*

If the Securities are denominated in a currency (the "**Specified Currency**") other than the currency of the jurisdiction where a Security Holder is domiciled or where the Security Holder seeks to receive funds, there is a Currency Exchange Rate risk. Furthermore, in the case of Compo Securities, there is a Currency Exchange Rate risk, since the Underlying is traded in a currency other than the Specified Currency and the Currency Exchange Rate risk is not excluded.

Exchange rates between currencies (the "**Currency Exchange Rates**") are determined by factors of supply and demand in the international currency markets and are influenced by macro-economic factors, speculations and interventions by the central banks and governments as well as by political factors (including the imposition of currency controls and restrictions). In addition there are other factors (e.g. psychological factors) which are almost impossible to predict (e.g. a crisis of confidence in the political regime of a country) and which also may have a material impact on a Currency Exchange Rate.

Currencies may be very volatile. There may be an increased risk in connection with currencies of countries whose standard of development is not comparable to the standard of the Eurozone member states or of other industrialized countries. In the case of any irregularities or manipulations in connection with the fixing of Currency Exchange Rates, this may have a material adverse effect on the Securities. Currencies may also be devalued or replaced by a different currency whose development cannot be predicted.

In cases where the conversion of amounts payable under the Securities is not made directly by application of one Currency Exchange Rate but indirectly by application of two different Currency Exchange Rates (so called *Cross Rate* option), an increased Currency Exchange Rate risk exists. In such cases, the currency of the Underlying will at first be converted into a third currency before it will then be converted into the Specified Currency. Thus, as the amounts to be paid at redemption and, if applicable, at early redemption depend on two different Currency Exchange Rates, investors are exposed to an increased Currency Exchange Rate risk.

An unfavourable development of the respective Currency Exchange Rate may reduce the financial performance of the Securities or lead to financial losses at the Security Holder, even if the respective Underlying of the Securities performs well. In addition, the occurrence of certain events, as specified in the relevant Final Terms, may lead to an adjustment of the Terms and Conditions (see sub-section "1.11 Risks related to Adjustment Events" of this section "RISK FACTORS") or a conversion of the Securities (see sub-section "1.12. Risks related to Conversion Events" of this section "RISK FACTORS").

#### 1.8. *Risks related to an Automatic Early Redemption*

In the case of Securities with Automatic Early Redemption, the Securities will be automatically early redeemed by payment of the Early Redemption Amount, specified in the Final Terms, if an Early Redemption Event (n) occurs. The Early Redemption Amount may be below the Issue Price or Purchase Price in which case the Security Holder would suffer a partial loss of her/his invested capital. The occurrence of an Early Redemption Event (n) depends on the performance of the Underlying. In this case, the Security Holder will neither participate in any future favourable performance of the Underlying nor be entitled to further payments under the Securities after an early redemption.

If the Final Terms provide for the payment of an Additional Conditional Amount or an Additional Unconditional Amount, the occurrence of an Early Redemption Event (n) will also mean that no further additional amounts will be paid after the respective Early Redemption Date.

In addition, the Security Holders are exposed to the risk that they may only reinvest the principal received due to an Automatic Early Redemption of the Securities to less favourable conditions (the "**Reinvestment Risk**").

#### 1.9. *Risk of redemption of Eligible Securities due to regulatory event*

To the extent that certain types of Securities are considered Eligible Securities, any early redemption of the Eligible Securities is subject to compliance by the Issuer with any conditions or restrictions to such redemption prescribed by the applicable regulations at the relevant time.

Therefore, there is a risk that such Eligible Securities cease to qualify as eligible for the purposes of MREL (e.g. based on regulatory changes). In such event, the Issuer may redeem the Eligible Securities and expose the Security Holders to the risk that due to the early redemption their investment may have a lower than expected potential return, and that they may only reinvest the amount received to less favourable conditions.

In addition, the new regulatory framework, set out in Articles 77 and 78a of CRR II, provides that the Relevant Resolution Authority shall grant permission to call, redeem, repay or repurchase liabilities that are eligible to meet the MREL Requirements (Eligible Liabilities Instruments), prior to their contractual maturity provided that one of the following conditions is met:

- (i) on or before such call, redemption, repayment or repurchase (as applicable), the Issuer replaces the relevant Securities with own funds instruments or eligible liabilities instruments of equal or higher quality at terms that are sustainable for its income capacity; or
- (ii) the Issuer has demonstrated to the satisfaction of the Relevant Resolution Authority that its own funds and eligible liabilities would, following such call, redemption, repayment or repurchase, exceed the requirements for own funds and eligible liabilities laid down in the Relevant Regulations by a margin that the Relevant Resolution Authority, in agreement with the competent authority, considers necessary; or
- (iii) the Issuer has demonstrated to the satisfaction of the Relevant Resolution Authority that the partial or full replacement of the relevant Securities with own funds instruments is necessary to ensure compliance with the own funds requirements laid down in the applicable MREL Requirements for continuing authorization,

subject in any event to any different conditions or requirements as may be provided from time to time under the applicable MREL Requirements.

Therefore, as long as certain types of Securities issued under the Programme are considered as Eligible Securities and the provisions set out in Articles 77 and 78a of the CRR should be deemed applicable to such Eligible Securities, any redemption of Eligible Securities is subject to compliance with the then applicable law and regulations, including the condition that the Issuer has obtained the prior permission of the Relevant Resolution Authority in accordance with Article 78a of the CRR II and subject in any event to any different conditions or requirements as may be applicable from time to time under the applicable law and regulations, as adopted by the Federal Republic of Germany or by the Republic of Italy.

However, there can be no assurance that the Relevant Resolution Authority will permit such redemption or purchase. Moreover, the Issuer may elect not to exercise any option to redeem any Eligible Securities early or at any time. Security Holders of Eligible Securities should be aware that they may be required to bear the financial risks of an investment in such securities for a period of time in excess of the minimum period.

The BRRD II, the SRMR II and the CRR II have been recently adopted and there is uncertainty as to their implementation and interpretation in the relevant Member States.

#### *1.10. Risks related to a target volatility strategy*

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

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

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

Regulatory developments, in particular the regulation of benchmarks, may result in the reference rate being no longer available during the term of the Securities or only being available under different terms and, accordingly, may have a negative impact on the payments under the Securities or the value of the future performance of the Securities (see sub-section "2.2 Risk related to Indices", "Risks related to the regulation of benchmarks" of this section "RISK FACTORS").

#### 1.11. Risks related to Adjustment Events

In the case of the occurrence of an Adjustment Event as specified in the Final Terms, the Calculation Agent is entitled to carry out adjustments according to the Final Terms in its discretion and/or to replace the Underlying, as the case may be. Although these adjustments aim to preserve the economic situation of the Security Holders to the largest extent possible, it cannot be guaranteed that such an adjustment will result in a minimal economic impact. In fact, this adjustment may also have a negative impact on the value or the future performance of the Securities as well as on the amounts to be distributed under the Securities and can change the structure and/or the risk profile of the Securities. If such adjustments in accordance with the Final Terms are impossible or not reasonable for the Issuer and/or the Security Holders, the Issuer may convert the Securities. As a result, the Security Holder is exposed to the risks as described in the sub-section "Risks related to Conversion Events" below.

#### 1.12. Risks related to Conversion Events

Upon the occurrence of a Conversion Event the Securities are converted, i.e. the Settlement Amount is paid on the Redemption Date. A Conversion Event exists if certain adjustments pursuant to the Special Conditions are not possible or not justifiable with regard to the Issuer and/or the Security Holders. The Settlement Amount is equal to the market value of the Securities plus interest accrued up to the Redemption Date at the market rate of interest being traded at that time for liabilities of the Issuer with the same remaining term as the Securities. However, the Security Holder receives at least the Minimum Amount. If the market value of the Securities plus accrued interest at the time of the conversion or, where relevant, the Minimum Amount is less than the Purchase Price of the Securities, the respective Security Holder will suffer **a partial loss of its investment**. In addition, the Security Holder bears the risk that its expectations of an increase in the market value of the Securities will no longer be met as a result of the conversion.

#### 1.13. Risks related to Market Disruption Events

If a Market Disruption Event, as specified in the relevant Final Terms, occurs the relevant Calculation Agent may defer valuations of the Underlying, as provided in the Final Terms, and, after a certain period of time, determine such valuations in its discretion. These valuations may, to the detriment of the Security Holder, differ substantially from the actual price of the Underlying. In general, Market Disruption Events also lead to delayed payments on the Securities. In this case, Security Holders are not entitled to demand interest due to such delayed payment.

#### 1.14. Risks related to the Issuer's right of rescission

In the event of obvious typing or calculation errors or similar obvious errors in the Terms and Conditions, the Issuer is entitled to a rescission in accordance with the Terms and Conditions. As a result of a rescission, the Security Holder may demand the refunding of his Acquisition Price. Following payment of the Acquisition Price, all rights derived from the Securities submitted for refunding will cease to exist. As a result, the Security Holder bears a Reinvestment Risk (see sub-section "1.8 Risks related to an Automatic Early Redemption" of this section "RISK FACTORS"). The return achieved by the Security Holder over the original term of the Securities may thus be considerably lower than the return expected at the time of purchase of the Securities or the probability of a loss of the amount paid in connection with a new investment may increase considerably.

#### 1.15. Specific risks related to securities with a Fixed Interest Rate

Potential investors in interest-bearing Securities at a Fixed Interest Rate should be aware that the fair market value of the Securities may be very volatile, depending on the volatility of interest rates

on the capital market (the "**Market Rate of Interest**"). The performance of the Market Rate of Interest may depend on a number of interrelated factors, including economic, financial and political events and their general effect on capital markets and on the respective exchanges. It is not possible to predict how the Market Rate of Interest will change over time. While the interest rate of Securities with Fixed Interest Rate is specified in the Final Terms for the term of the Securities, the Market Rate of Interest is subject to daily changes. If the Market Rate of Interest rises, this normally causes the fair market value of the Securities with Fixed Interest Rate to fall. If the Market Rate of Interest falls, the fair market value of the Securities with Fixed Interest Rate normally rises until it is equal to the level of Securities which provide for an interest rate corresponding to the Market Rate of Interest. As a result, rising Market Rates of Interest may lead to financial losses of the Security Holder.

*1.16. Specific risks related to Securities with Floating Interest Rate*

Potential investors in Securities with a Floating Interest Rate bear the risk that the Security Holder will achieve only a small or no current yield at all during the term of his investment if the Reference Rate develops unfavourably for the Security Holder. The fluctuation of the respective Reference Rate makes it impossible to predetermine the return on Securities with Floating Interest Rate in advance.

*1.17. Specific risks related to Securities with Digital Interest Rate*

In the case of Securities with Digital Interest Rate, the interest rate applicable to the Securities depends on the performance of the relevant Reference Rate. The fluctuation of the respective Reference Rate makes it therefore impossible to predetermine the actual return on Securities with Digital Interest Rate in advance. In the case of Securities with a Digital Interest Rate there is the particular risk that even small fluctuations of the Reference Rate may have a significant adverse effect on the actual return of the Securities. Potential investors should therefore consider that Security Holders might only achieve a small or a negative return during the term of her/his investment if the relevant Reference Rate develops unfavourably for the Security Holder.

*1.18. Specific risks in respect of Securities with Additional Conditional Amount (Range Coupon)*

For Securities with Additional Conditional Amount (*Range Coupon*), there is the particular risk that the Reference Price of the Underlying or the Reference Rate will not be within a certain range on one or more days, as specified in the Final Terms. As a result, rising or falling prices of the Underlying or a rising or falling Reference Rate, as the case may be, may have an adverse effect on the return of the Securities. Due to this mechanism, even small changes of the Reference Price of the Underlying or the Reference Rate can have a significantly negative effect on the amounts paid.

*1.19. Specific risks in respect of Securities with Additional Conditional Amount (Digital Coupon)*

For Securities with Additional Conditional Amount (*Digital Coupon*), there is the particular risk that even small changes of the Reference Price of the Underlying or the Reference Rate can have a significantly negative effect on the amounts paid.

*1.20. Specific risks in respect of Securities with Additional Conditional Amount (Accrual) and Additional Unconditional Amount (Accrual)*

For Securities with Additional Conditional Amount (*Accrual*) and Additional Unconditional Amount (*Accrual*), there is the particular risk that the Reference Price of the Underlying or the Reference Rate will not be above or, respectively, below a certain threshold on one or more days, as specified in the Final Terms.

The payment of the Additional Conditional Amount (m) or Additional Unconditional Amount (m), as the case may be, depends decisively on the number of days during the respective observation period on which the Reference Price or the Reference Rate, as the case may be, is either above or below a specified level. The more rarely this is the case, the lower will be the actual return on the Securities. As a result, rising or falling prices of the Underlying or a rising or falling Reference Rate, as the case may be, may have an adverse effect on the return of the Securities. Due to this

mechanism, even minor changes of the Reference Price of the Underlying or the Reference Rate can have a significantly negative effect on the amounts paid.

*1.21. Specific risks in respect of Securities with Additional Conditional Amount (Range Accrual) and Additional Unconditional Amount (Range Accrual)*

For Securities with Additional Conditional Amount (*Range Accrual*) and Additional Unconditional Amount (*Range Accrual*), there is the particular risk that the Reference Price of the Underlying or the Reference Rate will not be within a certain range on one or more days, as specified in the Final Terms.

The payment of the Additional Conditional Amount (m) or Additional Unconditional Amount (m), as the case may be, depends decisively on the number of days during the respective observation period on which the Reference Price or the Reference Rate, as the case may be, is within a specified range. The more rarely this is the case, the lower will be the actual return on the Securities. As a result, rising or falling prices of the Underlying or a rising or falling Reference Rate, as the case may be, may have an adverse effect on the return of the Securities. Due to this mechanism, even minor changes of the Reference Price of the Underlying or the Reference Rate can have a significantly negative effect on the amounts paid.

*1.22. Specific risks in relation to Securities with Basket Performance Determination*

In the case of Securities with Basket Performance Determination, the redemption and value of the Securities depend on the performance of the Basket, i.e. the sum of the weighted performance of all Basket Components. There is therefore a risk that the negative performance of one Basket Component or of some of the Basket Components may offset the positive performance of other Basket Components, with a negative impact on the redemption or the value of the respective Security. Any possible diversification of risk using the Basket Components is restricted or non-existent in particular if the Basket Components have similar features, e.g. if they are linked to each other in economical or geographical terms.

The weighting of the Basket Components may significantly amplify a negative development of one or more Basket Component and therefore also the negative impact on the value and/or redemption of the Securities. Thus, it cannot be ruled out that Security Holders may incur considerable losses even if one or more Basket Components have developed in a favourable manner.

*1.23. Specific Risks related to Securities with Worst-of Performance Determination*

The market value and the return of Securities with Worst-of Performance Determination depend primarily on the price or the performance of the Basket Component with the Worst Performance (i.e. the Basket Component with the most unfavourable performance for the investor). This means that there is an increased risk of loss for the Security Holder since the (eventually favourable) performance of the other Basket Components is not taken into account when determining the market value or return of the Securities. Thus, the Security Holder may suffer a loss of her/his invested capital, even if some or all other Basket Components perform favourable.

*1.24. Specific Risks related to Hybrid Securities*

Payments under Hybrid Securities are linked to two different Underlyings. Therefore the risks related to both Underlying will apply (see section "2. Risks related to the Underlying and the Reference Rate"). Prospective investors should take particular care on understanding which feature of the Hybrid Securities is linked to which Underlying. The Security Holder may suffer a loss of his/her invested capital even if only one Underlying develops unfavourably.

*1.25. Risks in relation to US withholding taxes*

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

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

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

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

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

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

Also, for U.S. withholding tax pursuant to section 871(m) the following is applicable: Interest payments, principal amounts or other payments in connection with the Securities received by the Issuer may be subject to U.S. withholding tax. In that case, payments received by Security Holders will be reduced as a result of that deduction. None of the Issuer, a Paying Agent nor any other person will be obliged to pay compensation amounts to the Security Holders. As a result of the deduction or withholding, Security Holders will receive less interest or principal than expected.

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

#### *1.26. Risks related to the regulation of benchmarks*

If the Securities make reference to a Benchmark (the "**Benchmark**") within the meaning of Regulation (EU) 2016/1011 of the European Parliament and of the Council dated 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark Regulation**"), there is a risk that the Benchmark may not be used as reference value of the Securities from a certain point in time. This is in particular the case, (i) in relation to existing benchmarks provided by administrators which have applied for the registration before 1 January 2020 unless and until such authorisation or registration is refused, or (ii) in relation to critical benchmarks, if its administrator has not obtained the authorisation or registration subject to a transitional period not ending before 31 December 2021, or (iii) in relation to an administrator based in a non-EU jurisdiction, if it does not satisfy the "equivalence" conditions or is not "recognised" pending such a equivalence decision or is not "endorsed" for such purpose, subject to a transitional period not ending before 31 December 2023.

In such event, depending on the particular Benchmark and the applicable terms of the Securities, the Securities could be de-listed (see also the risk as described under sub-section "3.2 Liquidity risk" of this section "**RISK FACTORS**"), adjusted (as described under sub-section "1.11 Risks related to Adjustment Events" of this section "**RISK FACTORS**"), converted (as described under sub-section "1.12 Risks related to Conversion Events" of this section "**RISK FACTORS**") or otherwise impacted.

Any changes to a Benchmark as a result of the Benchmark Regulation could have a material adverse effect on the costs of refinancing a Benchmark or the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with the Benchmark Regulation. Such factors may have the effect of discouraging market participants from continuing to administer or contribute input data to certain Benchmarks, trigger changes in the rules or methodologies used to determine certain Benchmarks, adversely affect the performance of a Benchmark or lead to the disappearance of certain Benchmarks. Potential investors should be aware that they face the risk



that any changes to the relevant Benchmark may have a material adverse effect on the value of and the amount payable under the Securities. Furthermore, the methodology of a Benchmark might be changed in order to comply with the terms of the Benchmark Regulation, and such changes could have an adverse effect on the Security Holders, including but not limited to an unfavourable adjustment of the published price or its volatility. Consequently, it might become necessary to also adjust (as described in sub-section "1.11 Risks related to Adjustment Events" of this section "RISK FACTORS") or even convert the Securities (as described in sub-section "1.12 Risks related to Conversion Events" of this section "RISK FACTORS").

*1.27. Risks related to the optional redemption right of the Issuer*

If so specified in the relevant Final Terms, the Issuer may end the term of the Securities early by exercising its option to terminate the Securities ("**Optional Redemption Right**"). In that case, the Securities will be redeemed prior to the scheduled Final Payment Date at the specified Optional Redemption Amount. If the relevant Optional Redemption Amount is lower than the capital amount paid for purchase, the Security Holder will suffer a loss. In addition, the Security Holders bear the Reinvestment Risk (see sub-section "1.8 Risks related to an Automatic Early Redemption" of this section "RISK FACTORS") concerning the Optional Redemption Amount.

In relation to Series of Securities issued in order to satisfy the MREL Requirements, any redemption is subject to compliance by the Issuer with any conditions to such redemption prescribed by the MREL Requirements at the relevant time (see sub-section "1.2 Risk of redemption of Eligible Securities due to regulatory event" of this section "RISK FACTORS").

*1.28. Risks related to Securities qualifying as eligible liabilities instruments according to the MREL Requirements which may be subject to modification without the Security Holders' consent*

If (i) at any time a MREL Disqualification Event occurs and is continuing in relation to any Series of Securities qualifying as eligible liabilities instruments according to the MREL Requirements and/or (ii) in order to ensure or maintain the effectiveness and enforceability of § 11 of the General Conditions, the Issuer may, subject to giving any notice required to be given to, and receiving any consent required from, the Competent Authority and/or as appropriate the Relevant Resolution Authority without any consent or approval of the Security Holders of that Series, at any time vary the Terms and Conditions of such Securities in such a way that the Securities remain or, as appropriate, become, Qualifying Securities (as defined below) (the "**Variation**"). However, the Variation may not itself give rise to any right of the Issuer to redeem the varied Securities. In the case of Securities governed by German law, the Issuer shall determine in its reasonable discretion (§ 315 BGB) whether a Variation shall be made and the extent of the Variation.

Qualifying Securities are securities issued by the Issuer that, other than in respect of the effectiveness and enforceability pursuant to §11 of the General Conditions, have terms not materially less favourable to the Security Holders (as reasonably determined by the Issuer, or, in the case of Securities governed by German law, as determined by the Issuer in its reasonable discretion (§ 315 BGB)) than the terms of the Securities qualifying as eligible liabilities instruments according to the MREL Requirements. However, no assurance can be given as to whether any of these changes will negatively affect any particular Security Holders. In addition, the tax and stamp duty consequences of holding such varied Securities could be different for some categories of Security Holders from the tax and stamp duty consequences for them of holding the securities prior to such variation.

*1.29. Risks related to Securities "Green Securities", "Social Securities" or "Sustainable Securities"*

If it is specified in the relevant Final Terms that the Securities will be issued as Green Securities, Social Securities or Sustainable Securities, prospective investors should have regard to the information set out in the section "Use of proceeds and Reasons for the Offer" in this Securities Note and in the applicable Final Terms and must determine for themselves the relevance of such information for the purpose of any investment in the Securities together with any other investigation such investors deem necessary, and must assess the suitability of that investment in light of their own circumstances. In particular, no assurance is given by the Issuer or any Distributor that the use of such proceeds for the funding of any green project or social project or sustainable project, as the

case may be, will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations (including, amongst others, Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the "**EU Taxonomy Regulation**") and the Delegated Regulation supplementing Regulation (EU) 2020/852 of the European Parliament and of the Council by establishing the technical screening criteria for determining the conditions under which an economic activity qualifies as contributing substantially to climate change mitigation or climate change adaptation and for determining whether that economic activity causes no significant harm to any of the other environmental objectives (the "**EU Taxonomy Climate Delegated Act**") approved by the European Commission on 21 April 2021 and formally adopted on 4 June 2021 for scrutiny by the legislators) or by its own by-laws or other governing rules or investment portfolio mandates. Furthermore, it should be noted that there is currently no clearly established definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, respectively a "green" or a "social" or a "sustainable" project or as to what precise attributes are required for a particular project to be defined as "green" or "social" or "sustainable" or such other equivalent label. Accordingly, no assurance is or can be given to investors that any green or social or sustainable project, as the case may be, towards which proceeds of the Securities are to be applied will meet any or all investor expectations regarding such "green" or "social" or "sustainable"(or other equivalently labelled) performance objectives (including those set out under the EU Taxonomy Regulation and the EU Taxonomy Climate Delegated Act) or that any adverse social, green, sustainable and/or other impacts will not occur during the implementation of any green or social or sustainable project. Moreover, in light of the continuing development of legal, regulatory and market conventions in the green, sustainable and positive social impact markets, there is a risk that the legal frameworks and/or definitions may (or may not) be modified to adapt any update that may be made to the ICMA's Green Bond Principles (the "**GBP**") and/or the ICMA's Social Bonds Principles (the "**SBP**") and/or the ICMA's Sustainable Bonds Guidelines (the "**SBG**") and/or the EU framework standard. Such changes may have a negative impact on the market value and the liquidity of any Green Security, Social Security or Sustainability Security issued prior to their implementation.

Furthermore, it should be noted that in connection with the issue of Green Securities, Social Securities and Sustainability Securities, the Issuer may request a sustainability rating agency or sustainability consulting firm to issue a second-party opinion confirming that the relevant green and/or social and/or sustainable project, as the case may be, have been defined in accordance with the broad categorisation of eligibility for green, social and sustainable projects set out in the GBP, the SBP and the SBG and/or a second-party opinion regarding the suitability of the Securities as an investment in connection with certain environmental, sustainability or social projects (any such second-party opinion, a "**Second-party Opinion**"). A Second-party Opinion may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed above and other factors that may affect the value of the Securities or the projects financed or refinanced towards an amount corresponding to the net proceeds of the relevant issue of Green Securities, Social Securities or Sustainability Securities. A Second-party Opinion would not constitute a recommendation to buy, sell or hold the relevant Green Securities or Social Securities or Sustainability Securities and would only be current as of the date it is released. In addition, no assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any Second-party Opinion, which may or may not be made available in connection with the issue of any Green Security, Social Security or Sustainability Security and in particular with any eligible projects to fulfil any environmental, social, sustainability and/or other criteria. Any such Second-party Opinion is not, nor shall be deemed to be, incorporated in and/or form part of the Base Prospectus.

A withdrawal of the Second-party Opinion may affect the value of such Green Securities, Social Securities or Sustainability Securities and/or may have consequences for certain investors with portfolio mandates to invest in green or social or sustainable assets. The withdrawal of any report, assessment, opinion or certification as described above, or any such Second-party Opinion attesting that the Issuer is not complying in whole or in part with any matters for which such Second-party

Opinion is reporting, assessing, opining or certifying on, and/or any such Green Securities, Social Securities or Sustainability Securities no longer being listed or admitted to trading on any stock exchange or securities market, as aforesaid, may have a material adverse effect on the value of Green Securities, Social Securities or Sustainability Securities and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

In the event that any Green Security, Social Security or Sustainability Security is listed or admitted to trading on any dedicated "green", "environmental", "social" or "sustainable" or other equivalently labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer, any Distributor or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply. Furthermore, the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another.

While it is the intention of the Issuers to apply an amount equivalent to the proceeds of Social Securities, Green Securities or Sustainability Securities in, or substantially in, the manner described in the applicable Final Terms, there can be no assurance that the green, social or sustainable projects, as the case may be, will be capable of being implemented in or substantially in such manner and/or in accordance with any timing schedule and that accordingly the proceeds of the relevant Green Securities, Social Securities or Sustainability Securities will be totally or partially disbursed for such projects. Nor can there be any assurance that such green, social or sustainable projects will be completed within any specified period or at all or with the results or outcome as originally expected or anticipated by the Issuer. Any such event or failure by the Issuer (including to comply with their reporting obligations or to obtain any assessment, opinion or certification, including the Second-party Opinion in relation to Green Securities, Social Securities or Sustainability Securities) will not (i) give rise to any claim of a Security Holder against the Issuer; (ii) constitute an event of default under the relevant Securities; (iii) lead to an obligation of the Issuer to redeem such Securities or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any Securities; (iv) affect the seniority of such Securities their qualification as eligible liabilities instruments (as applicable); or (v) prevent the applicability of the Bail-in Power. Neither the proceeds of any Green Securities, Social Securities or Sustainability Securities nor any amount equal to such proceeds or asset financed with such proceeds will be segregated by the Issuer from its capital and other assets. For the avoidance of doubt, payments of principal and interest (as the case may be) on the relevant Green Securities, Social Securities or Sustainability Securities shall not depend on the performance of the relevant project nor have any preferred or any other right against the green, social or sustainable assets towards which proceeds of the Securities are to be applied.

Any such event or failure to apply the proceeds of the issue of the Securities for any green, social or sustainable projects as aforesaid may have a material adverse effect on the value of the Securities and/or result in adverse consequences for, amongst others, investors with portfolio mandates to invest in securities to be used for a particular purpose.

In addition, Green Securities, Social Securities or Sustainability Securities may also qualify as own funds or eligible liabilities. Among the risks applicable to the Issuer's Securities, the Issuer's Green Securities, Social Securities or Sustainability Securities may be subject to mandatory write-down or conversion to equity in the event a resolution procedure is initiated in respect of the UniCredit Group (including the Issuer) and, with respect to Green Securities, Social Securities or Sustainability Securities, even before the commencement of any such procedure if certain conditions are met, in which cases the fact that such Securities are designated as Green Securities, Social Securities or Sustainability Securities does not provide their holders with any priority compared to other Securities, nor are the risks related to their level of subordination affected.

## 2. RISKS RELATED TO THE UNDERLYING AND THE REFERENCE RATE

*Within this risk category the risk factors are organised into the following sub-categories depending on the type of the Underlying or the Reference Rate. Therefore, in this risk category, the most material risk factor with respect to the relevant type of Underlying or the Reference Rate is mentioned first in each of the following sub-categories:*

*2.1. Risks related to Shares*

*2.2. Risks related to Financial Indices*

*2.2. Risks related to Inflation Indices*

*2.3. Risks related to Futures Contracts*

*2.4. Risks related to Commodities*

*2.5. Risks related to Fund Shares*

*2.6. Risks related to Currency Exchange Rates*

*2.7. Risks related to Reference Rates*

### 2.1. Risks related to Shares

#### 2.1.1. Similar risks to a direct investment in shares

The market price and the return of Securities linked to shares (including Depository Receipts, as defined below) (the "**Share-linked Securities**") primarily depend on the performance of the respective share. The performance of a share may be subject to factors like the dividend or distribution policy, financial prospects, market position, corporate actions, shareholder structure and risk situation of the issuer of the share, short selling activities and low market liquidity as well as cyclical, macro-economic or political influences. In particular, dividend payments lead to a fall in the share price and, therefore, may have an adverse effect on the Security Holder and its investment in the Securities. Accordingly, an investment in Share-linked Securities may bear similar risks to a direct investment in the respective shares. Corporate actions and other events in relation to the share or the issuer of the share may result in adjustments to the Securities (as described in sub-section "1.11 Risks related to Adjustment Events" of this section "RISK FACTORS") or in a conversion of the Securities (as described in sub-section "1.12 Risks related to Conversion Events" of this section "RISK FACTORS"). Disruptions regarding the trading of the shares may lead to Market Disruption Events (as described in sub-section "1.13 Risks related to Market Disruption Events" of this section "RISK FACTORS").

#### 2.1.2. Risks related to Depository Receipts

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

### 2.1.3. *Risks related to dividend payments*

Dividend payments of the Underlying usually lead to a fall in its price and, therefore, may have an adverse effect on the Security Holder and its investment in the Securities. In particular, dividend payments may adversely affect the price of Securities. Furthermore, the Underlying may approach a certain limit or lead to the occurrence of an event relevant for the Securities and, therefore, negatively affect the payments of amounts under the Securities.

### 2.1.4. *Risks related to Group Shares*

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

#### a) *Combination of Credit and Market Risk*

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

If the creditworthiness of the Issuer is reduced, this may result in a simultaneous reduction of the creditworthiness of the issuer of the Underlying as well. Such reduction of the Issuer's rating would likely result in falling prices of the Underlying and, in addition, in a reduction in the market value of the Securities due to a reduced creditworthiness of the Issuer.

#### b) *Sector related risks*

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

#### c) *Risks arising from special conflicts of interest on group level*

The Issuer will not consider the interests of Security Holders in its exercise of control with respect to the issuer of the Group Shares. Since both, the Issuer of the Securities and the issuer of the Group Shares are under joint control, conflicting interests might have negative effects on the overall performance of the Securities.

## 2.2. *Risks related to Financial Indices*

### 2.2.1. *Similar risks to a direct investment in index components*

The market price and the return of Securities linked to Financial Indices (the "**Index-linked Securities**") depend on the performance of the respective index. The performance of an index depends primarily on the performance of its components (the "**Index Components**"). Changes in the price of the Index Components may have an adverse effect on the index and, likewise, changes to the composition of the index or other factors may also have an adverse effect on the index. Accordingly, an investment in an Index-linked Security may bear similar risks to a direct investment in the Index Components. Generally, an index may at any time be altered, terminated or replaced by any successor index. This may result in adjustments to the Securities (as described in sub-section "*1.11 Risks related to Adjustment Events*" of this section "*RISK FACTORS*") or in a conversion of the Securities (as described in sub-section "*1.12 Risks related to Conversion Events*" of this section "*RISK FACTORS*"). Disruptions regarding the trading of the Index Components may lead to Market Disruption Events (as described in sub-section "*1.13 Risks related to Market Disruption Events*" of this section "*RISK FACTORS*").

### 2.2.2. *Risks related to Strategy Indices*

Strategy indices represent hypothetical rule-based investment strategies (i.e., no actual trading or investment activities take place) conducted by an index sponsor. As a general rule, strategy indices

entitle the index sponsor to extensively exercise its discretion when calculating the index which may lead under certain circumstances to a negative performance of the index.

#### *2.2.3. Risks related to dividend payments or other distributions*

In the case of price-return indices, net-return indices or distributing indices, dividends or other distributions paid out with respect to Index Components will not or only partial be considered when calculating the price of the index and consequently have a negative impact on the price of the index, because the Index Components will as a rule be traded with a discount after the pay-out of dividends or distributions. As a result, dividend payments or other distributions of the Index Components may adversely affect the price of the index and, therefore lead to a financial loss at the Certificate Holder.

#### *2.2.4. Risks related to Excess Return Indices*

In the case of excess return indices, the investor indirectly invests in futures contracts and thus is exposed to the same risks as described in sub-section "2.3 Risk related to Futures Contracts" of this section "RISK FACTORS". The performance of the Index Components is only considered in excess (that means relative) to a benchmark or interest rate. As a result, rising prices of the respective benchmark or interest rate may have a significant adverse effect on the price of the relevant index.

#### *2.2.5. Risks in relation to country or sector related indices*

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

#### *2.2.6. Risks related to the Index Concept*

Each Index is based on a specific set of rules (the "**Index Concept**"). In particular, the Index Concept specifies the rules according to which the constituents of an Index are selected and weighted, and how the level of the Index is determined. Therefore, the Index Concept has a significant impact on the development of the Index level. An Index Concept may be incomplete or include errors. It might also be not suitable to achieve the objective of the relevant Index. In addition, an Index Concept may be subject to significant modifications over the time (e.g. an increase of the number of index constituents or the criteria to replace one index constituent by another. All these factors may have a significant adverse impact on the development of the Index level. Moreover, an incorrect or incomplete Index Concept may result in the Index no longer functioning in exceptional market situations so that the calculation of the Index level may be discontinued temporarily or permanently.

### **2.3. Risks related to Inflation Indices**

#### *2.3.1. Risks related to the basket of goods*

Inflation Indices are usually calculated for a variety of different baskets of goods. In particular, certain goods or services may be disregarded (e.g., tobacco, energy or fuel). The performance of these Inflation Indices for the same country, market or region may therefore differ significantly. Investors should therefore pay close attention to the composition of the respective basket of goods when making their investment decision. The basket of goods underlying a specific Inflation Index may be changed. Such change may have a significant adverse impact on the performance of the Securities.

#### *2.3.2. Risks related to hedging strategies*

An Inflation Index is simply a statistical measure, which may differ from the actual price development of the goods and services in the basket (e.g., in a particular region). An investment referred to an Inflation Index may therefore not be suitable for compensating or hedging the actual price development in a specific country, market or region.

#### *2.3.3. Risks related to a revision of the Inflation Index*

Inflation Indices can also be calculated on the basis of provisional data. If after its publication it turns out that these data were not accurate, a recalculation and publication of the price of the Inflation Index for the relevant period (revision) may be made. These revisions may be substantial. Before

purchasing the Securities, investors should therefore take into account whether the Securities in question are calculated on the basis of the revised or unrevised Inflation Index. If the Securities are calculated on the basis of the unrevised Inflation Index, changes in the price of the Underlying after its initial publication will not be taken into account.

#### *2.3.4. Risks related to a delay in the publication of the index level*

Generally, an Inflation Index is calculated on a monthly basis, with a significant time delay for publication. Therefore, the calculation of the payments to be made by the Issuer under the Securities for a certain period of time (e.g. an interest period) is usually based on a price of the Inflation Index that has already been published for a period of time in the past. Due to this time lag, there may be significant differences between the inflation rate used for the relevant calculation and the actual inflation rate for the relevant calculation period.

### *2.4. Risks related to Futures Contracts*

#### *2.4.1. Similar risks to a direct investment in futures contracts*

The market price and the return of Securities linked to futures contracts (the "**Futures contract-linked Securities**") primarily depend on the performance of the respective futures contract. The performance of a futures contract may be subject to factors like the price of the reference asset underlying the futures contract, limited liquidity of the futures contract or the reference asset underlying the futures contract, as the case may be, speculations and cyclical, macro-economic or political influences. Accordingly, an investment in Futures contract-linked Securities may bear similar risks to a direct investment in the respective futures contracts or reference asset underlying the respective futures contract (see also the risks as described in *Risks related to commodities*). Changes in the contract specification made by the relevant determining futures exchange may result in adjustments to the Securities (as described in sub-section "*1.11 Risks related to Adjustment Events*" of this section "*RISK FACTORS*") or in a conversion of the Securities (as described in sub-section "*1.12 Risks related to Conversion Events*" of this section "*RISK FACTORS*"). Disruptions regarding the trading of the futures contracts may lead to Market Disruption Events (as described in sub-section "*1.13 Risks related to Market Disruption Events*" of this section "*RISK FACTORS*").

It cannot be ruled out that publication of a futures contract will be discontinued. In particular, regulatory requirements (specifically, in respect to the regulation of so-called Benchmarks) may result in a futures contract not being available for the entire term of the Securities (see also sub-section "*1.22 Risks related to the regulation of benchmarks*" of this section "*RISK FACTORS*"). Such an event can entitle the Issuer or the Calculation Agent, in particular, to amend the Terms and Conditions of the Security or to convert the Securities.

#### *2.4.2. No parallel development of spot and futures prices*

Prices of futures contracts may differ substantially from the spot prices of the underlying reference assets. The price of a futures contract does not always develop in the same direction or at the same rate as the spot price of the underlying reference asset. As a result, the price of the futures contract may develop substantially unfavourable for Security Holders even if the spot price of the underlying reference asset remains constant or develops favourably for Security Holders.

#### *2.4.3. Risks related to futures contracts with different contract dates*

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

#### 2.4.4. *Risks with respect to a Roll-Over*

In order to trade futures contracts on an exchange, they are standardised with respect to their term (e.g. 3, 6, 9 months). This may require a subsequent replacement of the futures contracts by futures contracts (under consideration of transaction costs related thereto), which have a later contract date, but otherwise has identical contract specifications as the initial futures contract (the "**Roll-Over**"). Such a Roll-Over can be repeated several times, as a result of which the associated transaction costs are incurred several times. Differences in the prices and settlement prices of the futures contract (as described in sub-section "*Risks related to futures contracts with different contract dates*" above) together with the related transaction costs may be compensated by a respective adjustment (e.g. of the rate at which the respective Security directly or indirectly participates in the performance of the underlying futures contract). Therefore, over time Securities may participate to a greater extent in an unfavourable underlying future's performance for the respective Security Holder or to a lesser extent in a favourable underlying future's performance for the respective Security Holder.

### 2.5. ***Risks related to Commodities***

#### 2.5.1. *Similar risks as a direct investment in commodities*

The market price and the return of Securities linked to a commodity (the "**Commodity-linked Securities**") primarily depend on the performance of the respective commodity. The performance of a commodity may be subject to factors like supply and demand, speculations in the financial markets, production bottlenecks, delivery difficulties, hardly any market participants, political turmoil, economic downturns, political risks (exporting restrictions, war, terrorist actions), unfavourable weather conditions, natural disasters or pandemics. Changes in the trading conditions at the relevant reference market or other events, affecting the commodity may result in adjustments to the Securities (as described in sub-section "*1.11 Risks related to Adjustment Events*" of this section "**RISK FACTORS**") or in a conversion of the Securities (as described in sub-section "*1.12 Risks related to Conversion Events*" of this section "**RISK FACTORS**"). Disruptions regarding the trading of the commodities may lead to Market Disruption Events (as described in "*1.13 Risks related to Market Disruption Events*" of this section "**RISK FACTORS**").

#### 2.5.2. *Higher risks than other asset classes*

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

#### 2.5.3. *Risks arising from the trading in various time zones and on different markets*

Commodities (e.g. oil, gas, wheat, corn, gold, silver) are traded on a global basis almost non-stop in various time zones on different specialised exchanges or markets or directly among market participants (over the counter). This may lead to a publication of different prices for a commodity in different price sources. The Final Terms specify which exchange or market and which timing apply regarding the specification of the price of the relevant commodity. The prices of a commodity displayed at the same time on different price sources can differ e. g. with the result that a more favourable price, which is displayed on a price source, is not used for the calculations or determinations in respect of the Securities.

### 2.6. ***Risks related to Fund Shares***

#### 2.6.1. *Similar risks to a direct investment in Fund Shares*

The market price and the return of Securities linked to a Fund Share, in principle, depend on the performance of the relevant Fund Share or the relevant Fund Shares. The performance of a Fund Share is decisively dependent on the success of the relevant investment fund's investment activities. The latter are affected in turn to a very great extent by the choice of assets acquired by the investment



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

Events affecting the Fund Share may result in adjustments to the Securities (as described in sub-section "*1.11 Risks related to Adjustment Events*" of this section "*RISK FACTORS*") or in a conversion of the Securities (as described in sub-section "*1.12 Risks related to Conversion Events*" of this section "*RISK FACTORS*"). Disruptions regarding the trading of the fund shares may lead to Market Disruption Events (as described in "*1.13 Risks related to Market Disruption Events*" of this section "*RISK FACTORS*").

#### *2.6.2. Legal and tax risk*

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

In this context, investment funds operating in accordance with the requirements of Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities ("*UCITS*") are normally subject to stricter requirements relating to risk diversification and the type of permitted assets than investment funds operating in accordance with the requirements of Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on managers of alternative investment funds ("*AIFs*"). However, this does not entail a guarantee that the investments made will be safer or that the investment activities will be financially successful.

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

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

#### *2.6.3. Risks resulting from commissions and fees*

Investment funds usually have to bear certain management and custody fees and further fees and expenses regardless of their performance. These fees usually accrue even if an investment fund's assets decrease in value. Moreover, the regulations of an investment fund typically provides for a performance fee or allocation to its general partner, manager or person serving in an equivalent capacity over and above a basic asset-based management fee. Performance fees or allocations could create an incentive for a manager to choose riskier or more speculative investments than would otherwise be the case. In addition, because performance-based fees or allocations are generally calculated on a basis that includes unrealised appreciation as well as realised gains, an investment

fund may pay performance-based compensation to a manager on gains that will never be realised. Certain fund managers may invest on the basis of short-term market considerations. Their turnover rate is expected to be significant, potentially involving substantial brokerage commissions and fees.

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

#### *2.6.4. Risks relating to valuations of the net asset value and estimates*

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

#### *2.6.5. Risks resulting from the possible effects of redemptions of Fund Shares*

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

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

#### *2.6.6. Risks due to possible changes of investment strategies*

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

#### *2.6.7. Risks arising from misconduct by the fund managers*

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

#### *2.6.8. Specific risks involved with investments in volatile and illiquid markets*

If an investment fund invests in markets that are volatile or whose liquidity cannot be guaranteed, it may be impossible or expensive (especially in the event that trading is suspended or in the event of or daily price fluctuation limits in the trading markets or in other cases) for that investment fund to liquidate its positions with a contrary market movement. Alternatively, it may not be possible in

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

#### 2.6.9. *Specific risks involved with investments in other investment funds (Fund of Funds)*

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

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

The Fund of Funds must bear not only its own administration and management fees but also the administration and management fees of the Target Fund. There is therefore generally a doubling of the fees borne by the fund. A Fund of Funds normally pays substantial charges (including the Target Fund managers' fees based on assets under management and performance-related allocations or fees) which, if incurred, are payable irrespective of the overall profitability of the Fund of Funds (as opposed to the profitability of the individual Target Fund). The fees and expenses incurred by a Fund of Funds reduce the net asset value and therefore the performance of such a Fund of Funds. Consequently, the value of a Fund of Funds does not fully reflect the total performance of the Target Funds it is invested in.

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

#### 2.6.10. *Specific risks involved with investing exclusively in another investment fund (Feeder Fund)*

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

### 2.6.11. *Specific risks associated with exchange traded funds*

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

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

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

## 2.7. *Risks related to Currency Exchange Rates*

For all Securities with a Currency Exchange Rate as Underlying (the "**Currency-Exchange-Rate-linked Securities**") the same risks apply as described in sub-section "*1.7 Currency and Currency Exchange Rate risk with respect to the Securities*" of this section "*RISK FACTORS*". In addition, potential investors should also consider the following risk factors with respect to Currency Exchange Rates as Underlying:

### 2.7.1. *Similar risks as a direct investment in currencies*

Currency-Exchange-Rate-linked Securities are linked to one or more specified currencies. The market price and the return depend on the performance of the underlying currency/ies and may be substantially lower than the amount the Security Holder has initially invested. An investment in Currency-Exchange-Rate-linked Securities may bear similar market risks as a direct investment in the respective underlying currency/ies. This might especially be the case if the underlying currency is the currency of an emerging market. Such risk may in particular result from a high volatility (exchange rate fluctuations). Therefore, potential investors should be familiar with foreign currencies as investment asset class.

If the currency exchange rate is no longer determined and published, this may result in adjustments to the Securities (as described in sub-section "*1.11 Risks related to Adjustment Events*" of this section "*RISK FACTORS*") or in a conversion of the Securities (as described in sub-section "*1.12 Risks related to Conversion Events*" of this section "*RISK FACTORS*"). Disruptions regarding the publication of currency exchange rates may lead to Market Disruption Events (as described in "*1.13 Risks related to Market Disruption Events*" of this section "*RISK FACTORS*").

It cannot be ruled out that publication of a currency exchange rate will be discontinued. In particular, regulatory requirements (specifically, in respect to the regulation of so-called Benchmarks) may result in a currency exchange rate not being available for the entire term of the Securities (see also sub-section "1.22 Risks related to the regulation of benchmarks" of this section "RISK FACTORS"). Such an event can entitle the Issuer or the Calculation Agent, in particular, to amend the Terms and Conditions of the Security or to convert the Securities.

#### 2.7.2. *Risk arising from an indirect determination of the relevant Currency Exchange Rate*

Potential investors should consider that the relevant Final Terms may specify that the reference price relevant for the calculation or specification of the Redemption Amount is not determined directly from the Currency Exchange Rate defined as Underlying, but indirectly via a computation of two Currency Exchange Rates (e.g. AUD/EUR and EUR/GBP) ("**Cross Currency Exchange Rate**"). This Cross Currency Exchange Rate may differ materially from the reference price used for the calculation or specification of the Redemption Amount published by a recognized financial information provider or by a central bank. This may have a negative effect on the Securities.

In case of Currency-Exchange-Rate-Linked Securities, Security Holders may be subject to an increased risk of substantial loss of the capital invested.

### 2.8. **Risks related to Reference Rates**

#### 2.8.1. *Price risk related to Reference Rates*

The market price and the return of Securities linked to Reference Rates depend on the performance of the respective Reference Rate. Reference Rates may be subject to significant fluctuations due to multiple factors such as changes in market interest rates, measures taken by central banks, fiscal inventions, as well as macro-economic or political influences. If the relevant Reference Rate in relation to a Security develops in a manner unfavourable to the Security Holder, this may have a significant adverse effect on the market price and the actual return of the Securities.

#### 2.8.2. *Risks related to the cessation of publication of the Reference Rate*

The final cessation of the publication of the Reference Rate may lead to an adjustment of the Terms and Conditions of the Securities (as described in sub-section "1.11 Risks related to Adjustment Events" of this section "RISK FACTORS"). The Securities can also be converted (as described in sub-section "1.12 Risks related to Conversion Events" of this section "RISK FACTORS"). It cannot be ruled out that publication of a Reference Rate will be discontinued. In particular, regulatory requirements (specifically, in respect to the regulation of so-called Benchmarks) may result in a Reference Rate not being available for the entire term of the Securities (see also sub-section "1.22 Risks related to the regulation of benchmarks" of this section "RISK FACTORS"). Such an event can entitle the Issuer or the Calculation Agent, in particular, to amend the Terms and Conditions of the Security or to convert the Securities.

#### 2.8.3. *Risks related to the calculation of the Reference Rate*

Changes, errors or manipulation in the calculation of a Reference Rate may have a material adverse effect for the Security Holder on the Reference Rate. The rules for a Reference Rate can be subject to changes from time to time. This may be the case, for example, due to regulatory requirements. In particular, such changes may result in the method by which the Reference Rate is determined no longer being comparable to the method used before the adjustment. Such a change could, for example, affect the source of so-called input data. A change to the rules for a Reference Rate may have a material adverse effect for the Security Holder on the Reference Rate. Moreover, it cannot be excluded that the determination or disclosure of Reference Rates may be subject to inaccuracies or even manipulation by the persons responsible for their determination and/or disclosure or by other market participants. Such inaccuracies or manipulations are difficult or impossible to detect for third parties and may have a material adverse effect on the price of the Reference Rate for the Security Holder.

### 3. RISKS RELATED TO THE OFFER TO THE PUBLIC AND/OR ADMISSION TO TRADING

#### 3.1. *Risks related to potential conflicts of interests*

Conflicts of interest in relation to the relevant Issuer or the persons entrusted with the offer may arise, which may result in a decision to the Security Holder's disadvantage. The Issuer and its affiliates may in the context of interests pursued in their normal course of business enter into transactions or do business that are adverse to or do not take into account the interests of the Security Holders.

#### 3.2. *Liquidity risk*

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

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

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

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

Neither the Issuer nor any Distributor can therefore assure that a Security Holder will be able to sell her/his Securities at an adequate price prior to their redemption. Even in the case of an existing Secondary Market it cannot be excluded that the Security Holder may not be in a position to dispose of the Securities in the case of an unfavourable development of the Underlying, the Reference Rate or of a Currency Exchange Rate, e.g. if such development occurs outside of the trading hours of the Securities.

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

#### 3.3. *Risks related to a sale of the Securities*

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

#### 3.4. *Risks related to the spread between bid and offer prices*

During extraordinary market situations or the occurrence of technical disruptions, the Market Maker for the Securities may temporarily suspend the quotation of bid and offer prices for the Securities or increase the spread between bid and offer prices. Should the Market Maker in special market situations be unable to conclude transactions to hedge against price risks resulting from the Securities, or when such transactions are very difficult to conclude, the spread between the bid and offer prices may be expanded in order to limit its economic risk.

### 3.5. *Risks related to Incidental Costs*

In connection with the purchase, holding and disposal of the Securities, incidental costs (the "**Incidental Costs**") may be incurred beside the purchase or sale price of the Securities.

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

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

These Incidental Costs may significantly reduce or even eliminate any profit from the Securities.

### 3.6. *Risks in connection with a later determination of features*

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

## **RESPONSIBILITY STATEMENT**

UniCredit S.p.A. having its registered office at UniCredit S.p.A., Piazza Gae Aulenti 3 - Tower A - 20154 Milan, Italy, accepts responsibility for the information contained in this Base Prospectus. UniCredit S.p.A. declares that the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and this Base Prospectus does not omit anything likely to affect the import of such information.



## **CONSENT TO THE USE OF THE BASE PROSPECTUS**

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

In case of a consent, the following applies:

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

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

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

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

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

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

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

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

**New information with respect to financial intermediaries unknown at the time of the approval of the Base Prospectus or the filing of the Final Terms, as the case may, will be published and will be found on the website of the Issuer (<http://www.unicreditgroup.eu> and [www.investimenti.unicredit.it](http://www.investimenti.unicredit.it)) (or any successor website).**

## INFORMATION ON THE BASE PROSPECTUS

### Information on the approval and the notification of the Base Prospectus

The Registration Document and this Securities Note, which together constitute the Base Prospectus, have been approved by the CSSF in accordance with the Prospectus Regulation for a public offering and the admission to trading of the Securities. CSSF is the competent authority for the Grand Duchy of Luxembourg for the purposes of the Prospectus Regulation.

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

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

### Public offer and admission to trading under the Base Prospectus

Under the Base Prospectus, the Issuer may with respect to Securities issued under the Base Prospectus, commence a new public offer (including an increase of the original issue volume of the Securities), continue or reopen a public offer of these Securities or apply for the admission to trading of the Securities. The Issuer will in each case prepare and publish Final Terms for these Securities using the form set out in section "*FORM OF FINAL TERMS*", together with a summary of the individual issue (the "**Issue Specific Summary**"), if applicable). These Final Terms are, in particular, to be read in conjunction with information contained in the sections "*Description of the Securities*" and "*Conditions of the Securities*" set out in this Securities Note, in addition to the other information contained in the Base Prospectus (including the Registration Document).

### Public offer and admission to trading of Securities issued under a Previous Base Prospectus

Under the Base Prospectus, the Issuer may with respect to Securities issued under

- the Base Prospectus of UniCredit S.p.A. dated 24 February 2020 for the issuance of Securities with Single Underlying and Multi Underlying (with partial capital protection),
- the Base Prospectus of UniCredit S.p.A. dated 25 January 2021 for the issuance of Securities with Single Underlying and Multi Underlying (with partial capital protection),

(each being herein referred to as a "**Previous Base Prospectus**") open, continue or re-open a public offer of Securities, apply for the admission to trading of Securities and/or publicly offer an additional Tranche of a Series of Securities (Increase). The Issuer will in each case prepare and publish Final Terms for these Securities using the form set out in section "*Form of Final Terms*", together with an Issue Specific Summary. These Final Terms are, in particular, to be read in conjunction with the information contained in the sections "*Description of the Securities*" and "*Conditions of the Securities*" set out in the respective Previous Base Prospectus, which is incorporated by reference in the Base Prospectus on pages 192 and 486 of this Securities Note, in addition to the other information contained in the Base Prospectus (including the Registration Document).

### Publications

The Base Prospectus, the Registration Document, the Previous Base Prospectuses and potential supplements are available on the website(s) of the Issuer (<http://www.unicreditgroup.eu>), under [www.investimenti.unicredit.it](http://www.investimenti.unicredit.it) (in section "Info" and subsection "Documentazione") and on any other website(s) specified in the respective Final Terms, or on any successor website(s) (see below).

The respective Final Terms together with separate copy of the Issue-Specific Summary are available on the websites indicated above, along with the respective product details which may be accessed by typing the ISIN in the search function ("Ricerca"). In addition, the Base Prospectus, any supplement to the Base Prospectus and, if the relevant Securities are listed on the Luxembourg Stock Exchange, the respective Final Terms will be automatically published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

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

Any websites indicated in this Base Prospectus are for information purposes only and do not form part of the Base Prospectus. The information on such or other websites does not form part of the Base Prospectus and has not been scrutinised or approved by the CSSF, unless it relates to information which has been incorporated by reference into this Base Prospectus.

## GENERAL INFORMATION ON THE SECURITIES

The Securities to be issued under the Base Prospectus will be issued under the Euro 1,000,000,000 Issuance Programme of UniCredit S.p.A. (the "**Programme**").

### Features of the Securities

#### *General*

The Securities will be issued as notes or certificates with a Nominal Amount, which shall not be less than EUR 1,000<sup>2</sup>, constituting debt instruments. The method of calculating the redemption amount, the additional amount and/or the interest amount of the Securities is linked to the value of the relevant Underlying, the relevant Basket Components and/or the relevant Reference Rate at a certain point in time.

Under the Base Prospectus Securities of the product types mentioned below in sub-section "*Product types*" may be issued for the first time, a public offer of Securities which has already started may be continued, the issue volume of Securities the offer of which has already started may be increased and an application for admission of Securities to trading on a regulated or other equivalent market may be made.

#### *Product types*

Under this Base Prospectus, Securities of the following Product Types may be issued:

- Product Type 1: Garant Performance Securities
- Product Type 2: Downside Garant Performance Securities
- Product Type 3: All Time High Garant Securities
- Product Type 4: Garant Cash Collect Securities
- Product Type 5: Downside Garant Cash Collect Securities
- Product Type 6: Garant Barrier Securities
- Product Type 7: Downside Garant Barrier Securities
- Product Type 8: Garant Barrier Geoscope Securities
- Product Type 9: Twin-Win Garant Securities
- Product Type 10: Downside Twin-Win Garant Securities
- Product Type 11: Win-Win Garant Securities
- Product Type 12: Icarus Garant Securities
- Product Type 13: Downside Icarus Garant Securities
- Product Type 14: Garant Express Securities
- Product Type 15: Downside Garant Express Securities
- Product Type 16: Garant Bonus Securities
- Product Type 17: Downside Garant Bonus Securities
- Product Type 18: Protection Garant Securities
- Product Type 19: Downside Protection Garant Securities

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<sup>2</sup> The Nominal Amount of Garant Telescope Securities linked to Target Vol Strategies shall not be less than EUR 100,000.

- Product Type 20: Garant Cash Collect Securities with Multi-Underling
- Product Type 21: Garant Performance Securities with Multi-Underling
- Product Type 22: Protection Garant Securities with Multi-Underling
- Product Type 23: Downside Protection Garant Securities with Multi-Underling
- Product Type 24: Garant Barrier Securities with Multi-Underling
- Product Type 25: Garant Rainbow Securities with Multi-Underling
- Product Type 26: Garant Dispersion Securities with Multi-Underling
- Product Type 27: Garant Barrier Reverse Convertible Securities with Multi-Underling
- Product Type 28: Downside Garant Barrier Reverse Convertible Securities with Multi-Underling
- Product Type 29: Garant Securities linked to Target Vol Basket Strategies
- Product Type 30: Garant Securities linked to Basket Target Vol Strategies with Locally Floored/Capped Asian Out
- Product Type 31: Garant Securities linked to Target Vol Strategies with Locally Floored/Capped Asian Out
- Product Type 32: Garant Securities linked to Target Vol Strategies
- Product Type 33: Garant Telescope Securities linked to Target Vol Strategies
- Product Type 34: Hybrid Garant Cash Collect Securities
- Product Type 35: Hybrid Garant Performance Securities
- Product Type 36: Hybrid Garant Barrier Securities

### ***Form of the Securities***

#### Securities governed by German law:

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

The Securities, as to form and content, and all rights and obligations of the Issuer and the Security Holder shall be governed by the laws of the Federal Republic of Germany. The Securities will be represented by a bearer global note (the "**Global Note**") without interest coupons. The Global Note will be held in custody by the Clearing System. The "**Clearing System**" will be specified in the Final Terms. The right to receive Securities in definitive form is excluded. The rights of the Security Holders – including any claims for interest – result from the Global Note. The Securities are transferrable as co-ownership interest in the Global Note pursuant to the relevant regulations of the respective Clearing System. The Security Holders are not entitled to receive definitive Securities.

#### Securities governed by Italian law:

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

The Securities, as to form and content, and all rights and obligations thereunder shall be governed by the laws of the Republic of Italy. The Securities will be represented by book entry and registered in the books of the Clearing System. The transfer of the Securities operates by registration on the relevant accounts opened in the Clearing System. The Security Holders are not entitled to receive definitive Securities.

### ***Currency***

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

### **ISIN**

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

### **Underlying**

The Underlying of the Securities may either be Single-Underlying or a Multi-Underlying:

#### Single-Underlying

In the case of Securities with Single-Underlying, the Underlying may either be a Share, a Fund Share, a Financial Index, an Inflation Index, a Commodity or a Currency Exchange Rate. In the case of Garant Cash Collect Securities, Downside Garant Cash Collect Securities, Garant Barrier Securities and Downside Garant Barrier Securities, the Underlying may also be a Reference Rate (see section "*Reference Rate*" below).

The term "**Share**" also comprises shares of UniCredit S.p.A. or shares of other entities belonging to the same group as the Issuer (the "**Group Shares**"), provided that such shares are admitted to trading on a regulated market, and securities with the form of depository receipts (e.g. American Depository Receipts (ADRs) or Regional Depository Receipts (RDRs) (respectively "**Depository Receipts**")). "**Group**" means the UniCredit Group, to which UniCredit S.p.A. is the holding company (the "**Holding Company**"). The Group and the Holding Company are further described in the Registration Document. Shares in an investment fund are not comprised by the term. The name of the issuer of the Share that forms the Underlying for the Securities, its ISIN and potentially further information will be specified in the Final Terms.

The term "**Fund Share**" may refer to a unit or a share in an investment vehicle (fund), including exchange traded funds (the "**ETF**"). Investment funds in the form of ETFs generally replicate the development of a certain index, basket or specified single asset (the "**ETF Underlying**"). Investment funds in the form of ETF in particular are, usually, not actively managed. The name of the Fund Share that forms the Underlying for the Securities, its ISIN (or a similar reference) and potentially further information (e.g. the fund manager) will be specified in the Final Terms.

A "**Financial Index**" is an index which refers to assets or financial instruments of a certain category (e.g. Shares, Fund Shares, Indices, Commodities, futures contracts or Currency Exchange Rates). A Financial Index may also be composed by UniCredit Bank AG, a legal entity belonging to the same Group as the Issuer. For this purpose UniCredit Bank AG has been registered as a Benchmark Administrator in the register kept by the European Securities and Markets Authority (ESMA) in accordance with Article 36 of the Benchmark Regulation (see sub-section "*Information in accordance with Article 29 of the Benchmark Regulation*" below). Except for Indices composed by UniCredit Bank AG, no index may be used as Underlying of the Securities, which is composed by the Issuer or any other entity belonging to the Group. If indicated in the Final Terms a Financial Index may also be an index related to Fund Shares (the "**Fund Indices**"). The name of the Financial Index that forms the Underlying for the Securities, its ISIN and potentially further information on the Financial Index (e.g. the index sponsor or the index calculation agent) will be specified in the Final Terms.

An "**Inflation Index**" is a statistical value which measures how average prices of consumer goods and services, purchased by private households, (the "**Inflation Rate**") change over the time in a particular country, market or region. The Inflation Rate is regularly calculated on the basis of the value of a specified basket of goods. Changes in the prices of various consumer goods and services in the basket have a direct influence on the relevant Inflation Rate and, as such, on the level of the Inflation Index. Although central banks generally try to achieve a slightly positive Inflation Rate by

means of certain interventions (e.g. changes in the key interest rate) (in which case the level of the relevant Inflation Index usually rises), the Inflation Rate (and as such the Level of the Inflation Index) may also fall. The name of the Inflation Index that forms the Underlying for the Securities, its ISIN and potentially further information on the Inflation Index (e.g. the index sponsor or the index calculation agent) will be specified in the Final Terms.

The term "**Commodity**" refers in particular to precious metals, such as gold, silver, platinum and palladium. The term commodity comprises also other primary products, e.g. oil and copper, in relation to which prices (e.g. spot prices) are published frequently by a market or exchange. Commodities may also be represented by way of Indices. The name of the Commodity that forms the Underlying for the Securities, its ISIN (or a similar reference) and potentially further information (e.g. the reference market) will be specified in the Final Terms.

The term "**Currency Exchange Rate**" may refer to an exchange rate between two currencies. The name of the Currency Exchange Rate (FX) that forms the Underlying for the Securities and potentially further information will be specified in the Final Terms.

#### Multi-Underlying

In the case of Securities with Multi-Underlying, the Securities may either be issued as Basket-linked Securities or as Hybrid Securities.

In the case of "**Basket-linked Securities**", the Underlying is a basket consisting of several Basket Components. Basket Components may either be Shares (see definition of "Share" above), Financial Indices (see definition of "Financial Index" above), Fund Shares (see definition of "Fund Share" above), Commodities (see definition of "Commodity" above) or Currency Exchange Rates (see definition of "Currency Exchange Rate" above).

In the case of "**Hybrid Securities**", the Securities are linked to two Underlyings. The first Underlying is an Inflation Index and the second Underlying may either be a Financial Index or a Reference Rate.

Unless the context requires otherwise, the term "Underlying" throughout this Securities Note, shall refer both to an individual Underlying and to a basket consisting of several Basket Components.

The Underlying(s) and the Basket Components are the main influencing factor on the value of the Securities. The influence of the value of the Underlying(s) or of the Basket Components on the value of the Securities is described in the section "*DESCRIPTION OF THE SECURITIES*" for each product type.

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

Neither the Issuer nor any affiliated entity is in any way obliged to buy or hold the Underlying(s) (or its components) or the Basket Components (or its components). The issuance of the Securities does neither limit the Issuer nor its affiliated entities to dispose of, encumber or transfer any rights, claims or assets with regard to the Underlying(s) (or its components) or the Basket Components (or its components) or with regard to derivative contracts linked thereto.

#### **Reference Rate**

The Reference Rate may be the Euro Interbank Offered Rate (EURIBOR), a London Interbank Offered Rate (LIBOR) or a Constant Maturity Swap (CMS) Rate, as further specified in the relevant Final Terms.

The Final Terms will specify where information on the Reference Rate may be obtained, including information on where electronic information on past and future developments of the Reference Rate and its volatility may be found and if such Information is available free of charge or not.

#### ***Information in accordance with Article 29 of the Benchmark Regulation***

The relevant Final Terms of the Securities may make reference to one or more Benchmark(s), in relation to which Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8

June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 ("**Benchmark Regulation**") applies.

A "**Benchmark**" is a published figure which is referenced to determine payments under a financial instrument (e.g. the Securities). For example, the Underlyings and Basket Components may be Benchmarks. In connection with the Securities, Benchmarks can include:

- a Financial Index,
- a Commodity (with respect to the market price used as a reference),
- a Reference Rate or
- a Currency Exchange Rate.

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

Furthermore, according to the Benchmark Regulation the Issuer is subject to special information duties with regard to the Base Prospectus. This includes the information, whether the benchmark is provided by a Benchmark Administrator who is registered in the register accordance with Article 36 of the Benchmark Regulation (a "**Registered Benchmark Administrator**"). In case the relevant Securities reference a Benchmark, the Final Terms will specify whether this is the case.

#### ***Term***

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

#### ***Description of the rights arising from the Securities (including their limitation)***

##### *Interest on the Securities*

In accordance with section "*DESCRIPTION OF THE SECURITIES*" below, it may be specified in the relevant Final Terms that interest shall be paid on the Securities.

##### *Payment of Additional Conditional Amounts*

In accordance with section "*DESCRIPTION OF THE SECURITIES*" below, it may be specified in the relevant Final Terms that one or more Additional Conditional Amounts shall be paid on the Securities. The Additional Conditional Amounts are always conditional and may depend on the performance of the relevant Underlying, the relevant Basket Components or the relevant Reference Rate, as specified in the relevant Final Terms.

##### *Payment of Additional Unconditional Amounts*

In accordance with section "*DESCRIPTION OF THE SECURITIES*" below, it may be specified in the relevant Final Terms that one or more Additional Unconditional Amounts shall be paid on the Securities. The Additional Unconditional Amounts are always unconditional. However, their value may depend on the performance of the relevant Underlying, the relevant Basket Components or the relevant Reference Rate, as specified in the relevant Final Terms. In specific cases, the value of the Additional Unconditional Amounts may also be zero (0).

##### *Automatic Early Redemption of the Securities*

If specified in the relevant Final Terms, and in accordance with the section "*DESCRIPTION OF THE SECURITIES*" below, the Securities may be redeemed early by payment of the Early Redemption Amount on an Early Payment Date, if an Early Redemption Event occurs. The "**Early Payment Date(s)**" of the Securities will be specified in the relevant Final Terms.



### Redemption of the Securities

Unless specified otherwise in the relevant Final Terms and in accordance with the section "*DESCRIPTION OF THE SECURITIES*" below, the Securities will be redeemed by payment of the Redemption Amount on the Final Payment Date. The "**Final Payment Date**" of the Securities will be specified in the relevant Final Terms.

### Market Disruptions

During the term of the Securities, Market Disruption Events may occur that affect the Securities. As a consequence of the occurrence of a Market Disruption Event the Calculation Agent may, for example, postpone an Observation Date specified in the relevant Final Terms or the determination of a Reference Price of the Underlying or a Basket Component. Under certain circumstances, the subsequent payment dates may be postponed accordingly.

Depending on the type of Underlying or Basket Component, the following "**Market Disruption Events**" may be specified in the relevant Final Terms:

Market Disruption Event with regard to Shares as Underlying or Basket Component:

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

Market Disruption Event with regard to Financial Indices as Underlying or Basket Component:

- In general, the suspension or restriction of trading on the exchanges or the markets on which the components of the Financial Index or the securities that form the basis for the Financial Index are listed or traded, as specified in the relevant Final Terms.
- In relation to individual securities which form the basis of the Financial Index, the suspension or restriction of trading on the exchanges or on the markets on which such securities are traded or on the respective futures exchange or the markets on which derivatives of such securities are traded.
- In relation to components of the Financial Index, the suspension or restriction of trading on the exchanges or on the markets on which such components are traded or on the respective futures exchange or the markets on which derivatives of such components are traded.
- In general, the suspension or restriction of trading on the futures exchanges or the markets on which Derivatives of the Financial Index are listed or traded.
- In relation to individual Derivatives of the Financial Index, the suspension or restriction of trading on the futures exchanges or the markets on which such Derivatives are traded.
- The suspension of or failure or the non-publication of the calculation of the Financial Index as a result of a decision by the respective Index Sponsor or the respective Index Calculation Agent.

Market Disruption Event with regard to Inflation Indices as Underlying:

- A Reference Price which is relevant for any calculation or specification under the Securities has not been published or announced by or on behalf of the Inflation Index Sponsor by the relevant Observation Date.

Market Disruption Event with regard to Commodities as Underlying or Basket Component:

- The suspension or restriction of trading or price determination of the Commodity on the respective Reference Market.

- The suspension or restriction of trading in a Derivative of the Commodity on the respective Determining Futures Exchange.

Market Disruption Event with regard to Fund Shares as Underlying or Basket Component:

- The failure to calculate or the non-publication of the calculation of the net asset value (NAV) as a result of a decision by the respective Management Company or by the respective Fund Services Provider on behalf of the respective Management Company.
- The closure, conversion or insolvency of the respective Fund or other circumstances which make it impossible to determine the respective NAV.
- It is not possible to trade the Fund Shares at the respective NAV. This also covers cases in which the respective Fund, the respective Management Company or the respective Fund Services Provider on their behalf decides to suspend the redemption or issue of Fund Shares for a specified period or to restrict the redemption or issue of Fund Shares to a specified portion of the fund volume or to levy additional fees.
- The respective Fund or the respective Management Company redeems the Fund Shares in return for payment in kind instead of payment in cash.
- Comparable events which affect the ability of the Issuer to hedge its obligations under the Securities.
- In general the suspension or restriction of trading on exchanges, futures exchanges or markets on which financial instruments or currencies which constitute a significant factor affecting the value of the Fund are listed or traded.
- In general the suspension or restriction of trading in a derivative on the index which the ETF aims to replicate ("**ETF-Benchmark**") or on an index which only differs from the ETF Benchmark in the treatment of dividends, interest or distributions or the currency in which such index is calculated.
- The failure of the respective Relevant Exchange to open for trading during its regular trading sessions.
- The suspension or restriction of trading in the ETF on the respective Relevant Exchange.
- In general the suspension or restriction of trading in a Derivative of the Basket Component, on the respective Determining Futures Exchange.

Market Disruption Event with regard to a Fund Index as Underlying:

*With respect to the Index:*

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

*With respect to a Fund:*

- In relation to a Fund, the failure to calculate or the non-publication of the calculation of the respective NAV as the result of a decision by the respective Management Company or a Fund Services Provider on its behalf.

- In relation to a Fund, the closure, conversion or insolvency of the Fund or other circumstances which make it impossible to determine the NAV.
- In relation to a Fund, it is not possible to trade Fund Shares at the NAV, including the utilisation of provisions which suspend the redemption or issuance of Fund Shares for a particular period or restrict them to a particular portion of the volume of the Fund or make them subject to the imposition of additional charges, or which permit particular assets to be segregated or payment to be made in kind instead of in cash or in the case in which payment is not made in full on the redemption of Fund Shares.
- In relation to a Fund, comparable provisions which affect the ability of the Issuer to hedge its obligations under the Securities.
- The suspension or restriction of trading generally on exchanges, futures exchanges or markets on which financial instruments or currencies which constitute a significant factor affecting the value of the Fund are listed or traded.

Market Disruption Event with regard to Currency Exchange Rates as Underlying or Basket Component:

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

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

#### Adjustments to the Terms and Conditions

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

An "**Adjustment Event**" is, for example, any of the following events, depending on the type of Underlying or Basket Component:

Adjustment Event with regard to Shares as Underlying or Basket Component:

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

Adjustment Event with regard to Financial Indices as Underlying or Basket Component:

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

Adjustment Event with regard to Inflation Indices as Underlying:

- Changes in the relevant Index Concept or the calculation of the Inflation Index, that result in a new relevant Index Concept or calculation of the Inflation Index being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Inflation Index.

Adjustment Event with regard to Commodities as Underlying or Basket Component:

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

Adjustment Event with regard to Fund Shares as Underlying or Basket Component:

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

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

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

In addition, the Calculation Agent may, *inter alia*, make the following further adjustments depending on the respective type of Underlying or Basket Component in accordance with the Terms and Conditions of the Securities:

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

Adjustment Event with regard to Currency Exchange Rates as Underlying or Basket Component:

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

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

#### Conversion of the Securities by the Issuer

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

The "**Settlement Amount**" is the market value of the Securities, with accrued interest for the period until the Final Payment Date at the market rate of interest being traded at such time for liabilities of the Issuer with the same remaining term as the Securities within ten Banking Days following the occurrence of the Conversion Event, as determined by the Calculation Agent. The Settlement Amount is any case not less than the Minimum Amount.

Depending on the type of Underlying or Basket Component, the following events may, for example, be considered as "**Conversion Events**":

Conversion Event with regard to Shares as Underlying or Basket Component:

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

Conversion Event with regard to Financial Indices as Underlying or Basket Component:

- The calculation of the Financial Index is discontinued and no suitable Replacement Underlying is available.

Conversion Event with regard to Inflation Indices as Underlying:

- The calculation of the Inflation Index is discontinued and no suitable Replacement Underlying is available.

Conversion Event with regard to Commodities as Underlying or Basket Component:

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

Conversion Event with regard to Fund Shares as Underlying or Basket Component:

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

Conversion Event with regard to Currency Exchange Rates as Underlying or Basket Component:

- The Currency Exchange Rate is no longer determined and published and no New Fixing Sponsor or Replacement Exchange Rate is available.

Conversion Event with regard to Reference Rates as Underlying or Basket Component:

- The Reference Rate-Administrator ceases to calculate and publish the Reference Rate on a permanent basis or for an indefinite period of time and no suitable Replacement Reference Rate is available.

Depending upon the type of Underlying or Basket Component further Conversion Events may be specified in the relevant Final Terms. The Calculation Agent determines the occurrence of Conversion Events in its reasonable discretion (§ 315 et seq. BGB) (in case of German law Securities) or acting in accordance with relevant market practice and in good faith (in case of Italian law Securities).

#### Replacement Reference Rate

In case of a Reference Rate Cessation Event on or before an Interest Determination Date or Observation Date (m), as specified in the relevant Final Terms, the Reference Rate will be replaced by an economically appropriate replacement reference rate by the Calculation Agent in accordance with the Terms and Conditions of the Securities. In addition, the Calculation Agent may, if necessary, make further adjustments to the Terms and Conditions of the Securities and/or determine an interest rate adjustment factor or spread for the purpose of determining or calculating the Interest Rate or the Interest Amount.

A "**Reference Rate Cessation Event**" is any of the following events:

- It becomes unlawful for the Issuer to use the Reference Rate as the reference rate for the Securities.
- The administrator of the Reference Rate ceases to calculate and publish the Reference Rate on a permanent basis or for an indefinite period of time.
- The administrator of the Reference Rate becomes illiquid or an insolvency, bankruptcy, restructuring or similar procedure (regarding the administrator) has been set up by the administrator or the relevant supervisory authority.
- The Reference Rate has been ceased otherwise.
- The relevant central bank or a supervisory authority determines and publishes a statement that the relevant central bank or supervisory authority has determined that such Reference Rate no longer represents the underlying market and economic reality that such Reference Rate is intended to measure and that representativeness will not be restored.

Whether a Reference Rate Cessation Event occurs shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) (in case of German law Securities) or acting in accordance with relevant market practice and in good faith (in case of Italian law Securities).

A Reference Rate Conversion Event may also result in an conversion of the Securities by the Issuer. For example, a Reference Rate Conversion Event occurs if no suitable replacement reference rate is available (see sub-section "*Conversion of the Securities by the Issuer*" above).

#### Early redemption at the option of the Issuer

#### **Option 1: Optional Redemption Right**

In the case of Securities with a Reference Rate as Underlying and if so specified in the Final Terms, the Securities may be redeemed in whole but not in part at the option of the Issuer at their Optional Redemption Amount on any Optional Redemption Date. The Optional Redemption Date(s) will be specified in the relevant Final Terms.

#### **Option 2: Regulatory Redemption Right**

The relevant Final Terms of the Securities may provide for the conditions to exercise the option of the Issuer to terminate the Securities at their Optional Redemption Amount.

In relation to Series of Securities issued in order to satisfy the MREL Requirements, any redemption is subject to compliance by the Issuer with any conditions to such redemption prescribed by the MREL Requirements at the relevant time (including any requirements applicable to such redemption due to the qualification of such Securities at such time as eligible liabilities available to meet the then applicable MREL Requirements).

If so specified in the Final Terms, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount on or after the date specified in a notice published on the Issuer's website on giving not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Paying Agent and, in accordance with General Condition of the Securities §6 (Notices), the Security Holders (which notice shall be irrevocable), if the Issuer determines that a MREL Disqualification Event has occurred and is continuing.

"**MREL Disqualification Event**" means that, at any time, all or part of the outstanding nominal amount of Securities is or will be excluded fully or partially from the eligible liabilities available to meet the MREL Requirements provided that: (a) the exclusion of a Series of Securities from the MREL Requirements due to the remaining maturity of such Securities being less than any period prescribed thereunder, does not constitute a MREL Disqualification Event; (b) the exclusion of all or some of a Series of Securities from the MREL Requirements due to there being insufficient headroom for such Securities within a prescribed exception to the otherwise applicable general requirements for eligible liabilities does not constitute a MREL Disqualification Event; and (c) the exclusion of all or some of a Series of Securities from the MREL Requirements as a result of such Securities being purchased by or on behalf of the Issuer or as a result of a purchase which is funded directly or indirectly by the Issuer, does not constitute a MREL Disqualification Event.

"**MREL Requirements**" means the laws, regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities applicable to the Issuer and/or the Group, from time to time (including any applicable transitional or grandfathering provisions), including, without limitation to the generality of the foregoing, any delegated or implementing acts (such as regulatory technical standards) adopted by the European Commission and any regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities adopted by the Federal Republic of Germany or the Republic of Italy, a Relevant Resolution Authority or the European Banking Authority from time to time (whether or not such requirements, guidelines or policies are applied generally or specifically to the Issuer and/or the Group), as

any of the preceding laws, regulations, requirements, guidelines, rules, standards, policies or interpretations may be amended, supplemented, superseded or replaced from time to time.

**"Group"** means the UniCredit Banking Group, registered with the Register of Banking Groups held by the Bank of Italy pursuant to Article 64 of the Legislative Decree No. 385 of 1 September 1993 of the Republic of Italy, under number 02008.1;

**"Relevant Regulations"** means any requirements contained in the regulations, rules, guidelines and policies of the competent authority or the Relevant Resolution Authority, or of the European Parliament and Council then in effect in the Federal Republic of Germany or the Republic of Italy, relating to capital adequacy and applicable to the Issuer and/or the Group from time to time (including any applicable transitional or grandfathering provisions), (including, but not limited to, as at the Issue Date of the relevant Series of Securities, the rules contained in, or implementing, CRD IV and the BRRD, delegated or implementing acts adopted by the European Commission and guidelines issued by the European Banking Authority);

**"Relevant Resolution Authority"** means the German resolution authority, the Italian resolution authority, the Single Resolution Board (SRB) established pursuant to the SRM Regulation and/or any other authority entitled to exercise or participate in the exercise of any bail-in power from time to time.

### **Conditions to redemption and purchase of Securities**

According to the new regulatory framework set out in CRR II, the redemption or purchase of Securities qualifying as eligible liabilities instruments according to the MREL Requirements could be subject to different regulatory conditions.

In particular, if Articles 77 and 78a of the CRR II should be deemed applicable to such Securities and to the extent that such Securities qualify as liabilities that are eligible to meet the MREL Requirements (eligible liabilities instruments), any call, redemption, repayment or purchase (including, for the avoidance of doubt, any substitution in accordance with General Condition of the Securities §5 and any modification or variation in accordance with General Condition of the Securities §9) of such Securities is subject to compliance with the then applicable law and regulations, including, as relevant, the condition that the Issuer has obtained the prior permission of the Relevant Resolution Authority in accordance with Article 78a of the CRR II, provided that one of the following conditions is met:

- (a) on or before such call, redemption, repayment or repurchase (as applicable), the Issuer replaces the relevant Securities with own funds instruments or eligible liabilities instruments of equal or higher quality at terms that are sustainable for its income capacity; or
- (b) the Issuer has demonstrated to the satisfaction of the Relevant Resolution Authority that its own funds and eligible liabilities would, following such call, redemption, 10 repayment or repurchase, exceed the requirements for own funds and eligible liabilities laid down in the Relevant Regulations by a margin that the Relevant Resolution Authority, in agreement with the competent authority, considers necessary; or
- (c) the Issuer has demonstrated to the satisfaction of the Relevant Resolution Authority that the partial or full replacement of the relevant Securities with own funds instruments is necessary to ensure compliance with the own funds requirements laid down in the Relevant Regulations for continuing authorisation,

subject in any event to any different conditions or requirements as may be applicable from time to time under the applicable law and regulations (even in the case of redemption of such Securities qualify at such time as liabilities that are eligible to meet the MREL Requirements before the occurrence of the MREL Disqualification Event).

The Relevant Resolution Authority may grant a general prior permission, for a specified period which shall not exceed one year, to effect calls, redemptions, repayments or repurchases (including

for market making purposes) Securities qualifying as eligible liabilities instruments according to the MREL Requirements, in the limit of a predetermined amount, subject to criteria that ensure that any such redemption or purchase will be in accordance with the conditions set out in sub-paragraphs (a) or (b) of the preceding paragraph.

#### Rescission by the Issuer / Corrections

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

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

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

#### Variations

In relation to Securities qualifying as eligible liabilities instruments according to the MREL Requirements, if (i) at any time a MREL Disqualification Event occurs and is continuing in relation to any Series of Securities qualifying as eligible liabilities instruments according to the MREL Requirements and/or (ii) in order to ensure or maintain the effectiveness and enforceability of §11 of the General Conditions, the Issuer may, subject to giving any notice required to be given to, and receiving any consent required from, the competent authority and/or as appropriate the Relevant Resolution Authority, without any consent or approval of the Security Holders of that Series, at any time vary the Terms and Conditions of the Securities in such a way that the Securities remain or, as appropriate, become, Qualifying Securities (as defined below) (the "**Variation**"). However, the Variation may not itself give rise to any right of the Issuer to redeem the varied Securities. In the case of Securities governed by German law, the Issuer shall determine in its reasonable discretion (§ 315 BGB) whether a Variation shall be made and the extent of the Variation.

Qualifying Securities are securities issued by the Issuer that, other than in respect of the effectiveness and enforceability pursuant to §11 of the General Conditions, have terms not materially less favourable to the Security Holders (as reasonably determined by the Issuer, or, in the case of Securities governed by German law, as determined by the Issuer in its reasonable discretion (§ 315 BGB)) than the terms of the Securities qualifying as eligible liabilities instruments according to the MREL Requirements.

#### Tax

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

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

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



### Presentation Period

The presentation period for German law securities provided for in § 801 (1) sentence 1 BGB (i.e. the extinction of a claim under the Securities) is reduced to ten years for the Securities.

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

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

### ***Status of the Securities***

The obligations of the Issuer under the Securities constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer, ranking (subject to any obligations preferred by any applicable law (also subject to the bail-in instruments as implemented under Italian law)) *pari passu* with all other unsecured obligations (other than obligations ranking junior to the senior notes from time to time (including non-preferred senior notes and any further obligations permitted by law to rank junior to the senior notes following the Issue Date), if any) of the Issuer, present and future and, in the case of the senior notes, *pari passu* and rateably without any preference among themselves.

### ***Quanto and Compo elements***

Non-Quanto Securities are Securities where the Underlying Currency or the Currency of the Basket Components is the same as the Specified Currency. Quanto Securities are Securities where the Underlying Currency is not the same as the Specified Currency and where a currency protection element is provided. In the case of Quanto Securities, one unit of the Underlying Currency or the Currency of the Basket Component is equal to one unit of the Specified Currency.

Compo Securities are Securities where the Underlying Currency is not the same as the Specified Currency and no currency protection element is provided. In the case of Compo Securities, the Redemption Amount is converted into the Specified Currency before payment is made using the exchange rate (FX). The Security Holder therefore bears the entire exchange rate risk during the term of the Securities.

### ***Representative of Security Holders***

There shall be no representative of the Security Holders.

### ***Payments***

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

## **INFORMATION ON THE OFFER AND THE ADMISSION TO TRADING**

### **Method and time limits for paying up and for delivery of the Securities**

The Securities are delivered in terms of co-ownership of the Global Note which will be kept in custody, in case of Securities governed by German law.

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

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

### **Issue Price**

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

If the Issue Price per Security is determined after the start of the public offering, the Final Terms will specify that it will be determined by the Issuer on the basis of the product parameters and the current market situation (in particular the price of the Underlying, the implied volatility, interest rates, dividend expectations and lending fees). In this case the Issue Price will be published after its specification on the website(s) as specified in the relevant Final Terms.

### **Pricing**

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

The placement commissions are indicated in the respective Final Terms as a fixed amount of the Issue Price, or as an amount within a range or as a maximum amount only. The Issuer may also indicate a placement commission equal to one fixed amount referring to a certain number of Securities to be placed, providing that such commission may vary up to a maximum amount, based on prevailing market conditions, in the event that the aggregate number of Securities placed at the end of the Offer Period were higher or less than the amount indicated in the Final Terms.

When the placement commissions are not expressed as a fixed amount, the final amount will be communicated to the public by way of a notice published on the Issuer's website specified in the respective Final Terms at the end of the Offer Period.

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

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

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

### **Placing and Distribution**

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

UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany, may operate as the sole Distributor of the Securities (as defined below). Therefore, the Issuer may grant a mandate relating to the Securities by way of transmission of a confirmation prepared for the purposes of the individual offering of the Securities under the Master Agreement for Intragroup Services and Certificate Distribution between UniCredit S.p.A. and UniCredit Bank AG dated 31 March 2021 (the "**Master Agreement**").

Under the terms of the Master Agreement, UniCredit Bank AG is authorized to enter into one or more master agreements with third party sub-distributors or underwriting and/or distribution agreements and/or firm commitment agreements relating to the Securities (the "**Distribution Agreements**"). In this context, UniCredit Bank AG may also appoint sub-distributors in accordance with Distribution Agreements existing prior to the date of the Master Agreement. In such event, in relation to each individual offering and in accordance with the terms of the relative Distribution Agreement, any sub-distributors appointed by UniCredit Bank AG shall act as sub-distributors of the Securities.

UniCredit Bank AG is also authorized to enter into one or more purchase and resale agreements with third party purchasers (the "**Purchase and Resale Agreements**"). In this case, the relevant third party purchaser purchases and subscribes the Securities in its own name and for its own account and intends to subsequently offer, distribute or resell the Securities. UniCredit Bank AG may also appoint third party purchasers in accordance with Purchase and Resale Agreements existing prior to the date of the Master Agreement.

If applicable, the relevant Final Terms may indicate further details on (i) the name and address of the coordinator(s) of the global offer and of single parts of the offer (the "**Manager**") and, to the extent known to the Issuer, of the placers in the various countries where the offer takes place (the "**Placers**") and (ii) the entities agreeing to underwrite the issue on a firm commitment basis, or to place the issue without a firm commitment or under 'best efforts' arrangements.

If applicable, the relevant Final Terms will (i) indicate the material features of the underwriting agreements, including the quotas, (ii) where not all of the issue is underwritten, a statement of the portion not covered and (iii) the date of the relevant underwriting agreement.

#### **Admission to trading and listing of the Securities**

Application may be made to the Luxembourg Stock Exchange for the Securities issued under the Programme to be listed on the official list of the Luxembourg Stock Exchange and to be admitted to trading on the Luxembourg Stock Exchange's regulated market (as contemplated by Directive 2014/65/EU), including the professional segment of the regulated market of the Luxembourg Stock Exchange. Application may also be made to list and trade Securities to be issued under the Programme on the markets or trading systems as set out in the Final Terms. In addition, the relevant Final Terms will specify all the regulated or other equivalent markets, on which, to the knowledge of the Issuer, securities of the same class of securities are already admitted to trading.

The Issuer may also make an application to listing or trading of the Securities on another stock exchange (including any professional segment thereof), another market and/or trading system (including a multilateral trading facility). In this case the Final Terms may indicate the respective other stock exchange, other market and/or other trading system and the earliest date (if known) on which the Securities are or will likely be listed or traded on.

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

Even if the Issuer makes such application there is no guarantee that this application will be granted or that an active trading will occur or develop. Furthermore, in case of an admission to trading may only be single-sided (bid or ask prices).

The Issuer can engage one of its affiliates or another third party to provide liquidity in secondary trading for the relevant Security (Market Making). The Issuer may also act itself as Market Maker. There is however no obligation to do so. The Market Maker will, in accordance with the relevant rules of the respective trading markets, regularly submit bid and ask prices (purchase and selling prices) during the normal trading hours for the Securities under normal market conditions. If the Issuer engages intermediaries in secondary trading, the names and addresses of these institutions will be set out in the Final Terms. This information will only be given if intermediaries engage in secondary trading on the basis of a binding commitment. The publication in the Final Terms then describes the main conditions for the intermediary's commitment.

## **Potential investors**

The Securities may be offered to qualified investors and/or retail investors and/or institutional investors as stated in the Final Terms.

If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, such information will be given in the Final Terms.

## **Terms and conditions of the offer**

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

- (i) day of the first public offer;
- (ii) start of the new public offer;
- (iii) information about the continuance of a public offer of Securities which have already been issued;
- (iv) information about the increase of Securities which have already been issued;
- (v) information about the manner and date in which results of the offer are to be made public;
- (vi) a subscription period;
- (vii) a minimum subscription amount;
- (viii) a maximum subscription amount;
- (ix) the country(ies) where the offer(s) to the public takes place;
- (x) smallest transferable and/or tradable unit or amount;
- (xi) the conditions for the offer of the Securities;
- (xii) possibility of an early termination or withdrawal of the public offer;
- (xiii) the condition for the offer in relation to an admission for trading prior to the Issue Date;
- (xiv) information on a consumer withdrawal right;
- (xv) MiFID II product governance / target market;
- (xvi) prohibition of sales to EEA retail investors;
- (xvii) information on the prices at which a continuous offer will be made.

## **Distributors**

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

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

## **Offer during a subscription period**

The Securities may be offered to the public during a Subscription Period. For the purpose of acquisition, a potential investor has to make a subscription order to be forwarded to the Issuer during the Subscription Period. If specified in the Final Terms, the Securities may be offered continuously thereafter. The Issuer reserves the right to extend or shorten the subscription period or to withdraw the issue prior to the Issue Date during the Subscription Period for any reason. The Issuer has the

right to accept, reject or reduce the subscription orders of potential investors in whole or in part, irrespective of whether or not the intended volume of the Securities to be placed is reached. The Issuer has the right to make allocations at its own discretion; whether and to what extent the Issuer exercises such right is subject to its own discretion. Potential investors who made purchase offers in the form of subscription orders may presumably be informed by the Issuer from the first Banking Day onwards following the end of the Subscription Period on the number of Securities allocated to them. Trading in the Securities may start prior to the notification of the allocation. In the case of Securities being offered to Italian consumers, the Final Terms may specify that subscription orders are subject to revocation rights applicable to the "door to door selling" and the "long distance technique selling" and the conditions of such revocation right.

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

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

### **MiFID II Product Governance**

**MiFID II product governance / target market** – The Final Terms in respect of any Securities may include a legend entitled "MiFID II Product Governance" which may outline the target market assessment in respect of the Securities and which channels for distribution of the Securities are appropriate. Any person subsequently offering, selling or recommending the Securities (a "**Distributor**") should take into consideration the target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any dealer subscribing for any Securities is a manufacturer in respect of such Securities, but otherwise neither the arranger nor the dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

### **Prohibition of sales to EEA retail investors**

If the Final Terms in respect of any Securities includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU ("**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently no key information document required by Regulation (EU) No 1286/2014 as amended (the "**PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

### **Publications after completed issuance of the Securities**

The Issuer will not publish any information about the Securities and the relevant Underlying or the Basket Components, as the case may be, after issuing the Securities. Exemption: The Terms and Conditions provide for the publication of a notice in certain situations. For example in cases where an Adjustment Event occurs. In these situations, the publication will take place pursuant to § 6 of the General Conditions to the Securities of the websites set forth in the Final Terms. The Issuer is entitled to replace these websites by a corresponding successor website communicated pursuant to § 6 of the General Conditions to the Securities. The Issuer will publish significant new factors, material mistakes or important new circumstances or material inaccuracies with regard to the information contained in the Base Prospectus. The publication will be made in a supplement to the

Registration Document and or the Base Prospectus pursuant to Article 23 of the Prospectus Regulation.

## **DESCRIPTION OF THE SECURITIES**

### **A. SECURITIES WITH SINGLE-UNDERLYING**

#### **1. GENERAL DESCRIPTION OF THE PRODUCT TYPES WITH SINGLE-UNDERLYING**

##### **1.1 Product Type 1: Garant Performance Securities**

###### ***General***

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

In the case of Securities with an Additional Conditional Amount (m) (*Range Coupon or Range Accrual*) or Additional Unconditional Amount (m) (*Range Coupon or Range Accrual*), a rising level of the Underlying as well as a falling level of the Underlying may lead to a decline in the value of the Securities.

###### ***Interest***

The Securities may be interest-bearing or non interest-bearing. If the Securities are interest-bearing, one of the following options may be specified in the relevant Final Terms:

- Fixed Interest Rate
- Floating Interest Rate (*Floater*)
- Floating Interest Rate (*Spread Floater*)
- Digital Interest Rate (*Digital Upside*)

For further information on the Interest Feature, see section "A. 7. Interest" below.

###### ***Additional Conditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Upside Coupon*);
- Additional Conditional Amount (m) (*Range Coupon*);
- Additional Conditional Amount (m) (*Digital Coupon*);
- Additional Conditional Amount (m) (*Upside Memory*);
- Additional Conditional Amount (m) (*Upside Performance*);
- Additional Conditional Amount (m) (*Cliquet*);
- Additional Conditional Amount (m) (*Cliquet Performance*);
- Additional Conditional Amount (m) (*Telescope*);
- Additional Conditional Amount (m) (*Upside Accrual*);
- Additional Conditional Amount (m) (*Range Accrual*).

For further information on the Additional Conditional Amounts, see section "A. 2. Additional Conditional Amounts" below.

###### ***Additional Unconditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Upside Performance*);
- Additional Unconditional Amount (m) (*Upside Accrual*);

- Additional Unconditional Amount (m) (*Range Accrual*); or
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

### ***Automatic Early Redemption***

The Automatic Early Redemption Feature may be specified in the relevant Final Terms. For further information on the Automatic Early Redemption Feature, see section "A. 5. Automatic Early Redemption" below.

### ***Redemption***

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

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

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

With respect to the determination of the Performance of the Underlying see section "A. 8. Performance Determination" below.

### ***Reference Price Determination***

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Upside)
- Worst-in Observation (Upside)

With respect to the determination of the Final Reference Price (= R (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Upside)
- Worst-out Observation (Upside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

### ***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

### ***Conversion Event***

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

### ***Early Redemption at the option of the Issuer***

Any of the following early redemption features at the option of the Issuer may be specified in the relevant Final Terms:



- Optional Redemption Right (only in the case of Securities where a Reference Rate applies)
- Regulatory Redemption Right

For further information on the early redemption at the option of the Issuer, please see sub-section "*Early redemption at the option of the Issuer*" in section "*General Information on the Securities*" - "*Description of the rights arising from the Securities*" above.

***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Compo Feature
- Cap Feature
- Consolidation Feature
- Lock-in Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "A. 4. Additional Features".

## 1.2 Product Type 2: Downside Garant Performance Securities

### **General**

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

In the case of Securities with an Additional Conditional Amount (m) (*Range Accrual*) or Additional Unconditional Amount (m) (*Range Accrual*), a rising level of the Underlying as well as a falling level of the Underlying may lead to a decline in the value of the Securities.

### **Interest**

The Securities may be interest-bearing or non interest-bearing. If the Securities are interest-bearing, one of the following options may be specified in the relevant Final Terms:

- Digital Interest Rate (*Digital Downside*)

For further information on the Interest Feature, see section "A. 7. Interest" below.

### **Additional Conditional Amount**

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Downside Coupon*);
- Additional Conditional Amount (m) (*Downside Memory*);
- Additional Conditional Amount (m) (*Downside Performance*);
- Additional Conditional Amount (m) (*Downside Accrual*);
- Additional Conditional Amount (m) (*Range Accrual*).

For further information on the Additional Conditional Amounts, see section "A. 2. Additional Conditional Amounts" below.

### **Additional Unconditional Amount**

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Downside Accrual*);
- Additional Unconditional Amount (m) (*Range Accrual*); or
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

### **Automatic Early Redemption**

The Automatic Early Redemption Feature may be specified in the relevant Final Terms. For further information on the Automatic Early Redemption Feature, see section "A. 5. Automatic Early Redemption" below.

### **Redemption**

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

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

With respect to the determination of the Downside Performance of the Underlying see section "A. 8. Performance Determination" below.

### **Reference Price Determination**

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Downside)
- Worst-in Observation (Downside)

With respect to the determination of the Final Reference Price (= R (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Downside)
- Worst-out Observation (Downside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

#### ***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

#### ***Conversion Event***

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

#### ***Early Redemption at the option of the Issuer***

Any of the following early redemption features at the option of the Issuer may be specified in the relevant Final Terms:

- Optional Redemption Right (only in the case of Securities where a Reference Rate applies)
- Regulatory Redemption Right

For further information on the early redemption at the option of the Issuer, please see sub-section "*Early redemption at the option of the Issuer*" in section "*General Information on the Securities*" - "*Description of the rights arising from the Securities*" above.

#### ***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Cap Feature
- Compo Feature
- Consolidation Feature
- Lock-in Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "A. 4. Additional Features".

### **1.3 Product Type 3: All Time High Garant Securities**

#### ***General***

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

In the case of Securities with an Additional Conditional Amount (m) (*Range Coupon or Range Accrual*) or Additional Unconditional Amount (m) (*Range Coupon or Range Accrual*), a rising level of the Underlying as well as a falling level of the Underlying may lead to a decline in the value of the Securities.

#### ***Interest***

The Securities may be interest-bearing or non interest-bearing. If the Securities are interest-bearing, one of the following options may be specified in the relevant Final Terms:

- Fixed Interest Rate
- Floating Interest Rate (*Floater*)
- Floating Interest Rate (*Spread Floater*)
- Digital Interest Rate (*Digital Upside*)

For further information on the Interest Feature, see section "A. 7. Interest" below.

#### ***Additional Conditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Upside Coupon*);
- Additional Conditional Amount (m) (*Range Coupon*);
- Additional Conditional Amount (m) (*Digital Coupon*);
- Additional Conditional Amount (m) (*Upside Memory*);
- Additional Conditional Amount (m) (*Upside Performance*);
- Additional Conditional Amount (m) (*Cliquet*);
- Additional Conditional Amount (m) (*Cliquet Performance*);
- Additional Conditional Amount (m) (*Telescope*);
- Additional Conditional Amount (m) (*Upside Accrual*); or
- Additional Conditional Amount (m) (*Range Accrual*).

For further information on the Additional Conditional Amounts, see section "A. 2. Additional Conditional Amounts" below.

#### ***Additional Unconditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Upside Performance*);
- Additional Unconditional Amount (m) (*Upside Accrual*);
- Additional Unconditional Amount (m) (*Range Accrual*); or
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

### ***Redemption***

On the Final Payment Date the Redemption Amount is equal to the product of the Nominal Amount and the sum of

- (i) (1) the Performance of the Underlying multiplied by the Final Participation Factor, or (2) the Best Performance of the Underlying multiplied by the Participation Factor<sub>best</sub> minus the Strike<sub>best</sub>, depending on which of these amounts is the higher one; and
- (ii) the Floor Level.

The Redemption Amount is in no case less than the Minimum Amount.

With respect to the determination of the Performance of the Underlying see section "A. 8. Performance Determination" below.

Best Performance of the Underlying means the quotient of R (final)<sub>best</sub>, as the numerator, and R (initial), as the denominator.

R (final)<sub>best</sub> means the highest Reference Price on the dates specified in the respective Final Terms.

### ***Reference Price Determination***

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Upside)
- Worst-in Observation (Upside)

With respect to the determination of the Final Reference Price (= R (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Upside)
- Worst-out Observation (Upside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

### ***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

### ***Conversion Event***

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

### ***Early Redemption at the option of the Issuer***

Any of the following early redemption features at the option of the Issuer may be specified in the relevant Final Terms:

- Optional Redemption Right (only in the case of Securities where a Reference Rate applies)
- Regulatory Redemption Right

For further information on the early redemption at the option of the Issuer, please see sub-section "*Early redemption at the option of the Issuer*" in section "*General Information on the Securities*" - "*Description of the rights arising from the Securities*" above.

***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Compo Feature
- Cap Feature
- Consolidation Feature
- Lock-in Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "A. 4. Additional Features".

## 1.4 Product Type 4: Garant Cash Collect Securities

### **General**

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

In the case of Securities with an Additional Conditional Amount (m) (*Range Coupon or Range Accrual*) or Additional Unconditional Amount (m) (*Range Coupon or Range Accrual*), a rising level of the Underlying as well as a falling level of the Underlying may lead to a decline in the value of the Securities.

### **Interest**

The Securities may be interest-bearing or non interest-bearing. If the Securities are interest-bearing, one of the following options may be specified in the relevant Final Terms:

- Fixed Interest Rate
- Floating Interest Rate (*Floater*)
- Floating Interest Rate (*Spread Floater*)
- Digital Interest Rate (*Digital Upside*)

For further information on the Interest Feature, see section "A. 7. Interest" below.

### **Additional Conditional Amount**

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Upside Coupon*);
- Additional Conditional Amount (m) (*Range Coupon*);
- Additional Conditional Amount (m) (*Digital Coupon*);
- Additional Conditional Amount (m) (*Upside Memory*);
- Additional Conditional Amount (m) (*Upside Performance*);
- Additional Conditional Amount (m) (*Cliquet*);
- Additional Conditional Amount (m) (*Cliquet Performance*);
- Additional Conditional Amount (m) (*Telescope*);
- Additional Conditional Amount (m) (*Geoscope Barrier*);
- Additional Conditional Amount (m) (*Geoscope*);
- Additional Conditional Amount (m) (*Upside Accrual*); or
- Additional Conditional Amount (m) (*Range Accrual*).

For further information on the Additional Conditional Amounts, see section "A. 2. Additional Conditional Amounts" below.

### **Additional Unconditional Amount**

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Upside Performance*);
- Additional Unconditional Amount (m) (*Upside Accrual*);
- Additional Unconditional Amount (m) (*Range Accrual*); or
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

#### ***Automatic Early Redemption***

The Automatic Early Redemption Feature may be specified in the relevant Final Terms. For further information on the Automatic Early Redemption Feature, see section "A. 5. Automatic Early Redemption" below.

#### ***Redemption***

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

At the Final Payment Date the Redemption Amount is equal to the Minimum Amount.

#### ***Reference Price Determination***

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Upside)
- Worst-in Observation (Upside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

#### ***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

#### ***Conversion Event***

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

#### ***Early Redemption at the option of the Issuer***

Any of the following early redemption features at the option of the Issuer may be specified in the relevant Final Terms:

- Optional Redemption Right (only in the case of Securities where a Reference Rate applies)
- Regulatory Redemption Right

For further information on the early redemption at the option of the Issuer, please see sub-section "*Early redemption at the option of the Issuer*" in section "*General Information on the Securities*" - "*Description of the rights arising from the Securities*" above.

#### ***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Consolidation Feature
- Lock-in Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "A. 4. Additional Features".



## 1.5 Product Type 5: Downside Garant Cash Collect Securities

### **General**

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

In the case of Securities with an Additional Conditional Amount (m) (*Range Accrual*) or Additional Unconditional Amount (m) (*Range Accrual*), a rising level of the Underlying as well as a falling level of the Underlying may lead to a decline in the value of the Securities.

### **Interest**

The Securities may be interest-bearing or non interest-bearing. If the Securities are interest-bearing, one of the following options may be specified in the relevant Final Terms:

- Digital Interest Rate (*Digital Downside*)

For further information on the Interest Feature, see section "A. 7. Interest" below.

### **Additional Conditional Amount**

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Downside Coupon*);
- Additional Conditional Amount (m) (*Downside Memory*);
- Additional Conditional Amount (m) (*Downside Performance*);
- Additional Conditional Amount (m) (*Downside Accrual*); or
- Additional Conditional Amount (m) (*Range Accrual*).

For further information on the Additional Conditional Amounts, see section "A. 2. Additional Conditional Amounts" below.

### **Additional Unconditional Amount**

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Downside Accrual*);
- Additional Unconditional Amount (m) (*Range Accrual*); or
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

### **Automatic Early Redemption**

The Automatic Early Redemption Feature may be specified in the relevant Final Terms. For further information on the Automatic Early Redemption Feature, see section "A. 5. Automatic Early Redemption" below.

### **Redemption**

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

At the Final Payment Date the Redemption Amount is equal to the Minimum Amount.

### **Reference Price Determination**

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Upside)
- Worst-in Observation (Upside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

***Conversion Event***

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

***Early Redemption at the option of the Issuer***

Any of the following early redemption features at the option of the Issuer may be specified in the relevant Final Terms:

- Optional Redemption Right (only in the case of Securities where a Reference Rate applies)
- Regulatory Redemption Right

For further information on the early redemption at the option of the Issuer, please see sub-section "*Early redemption at the option of the Issuer*" in section "*General Information on the Securities*" - "*Description of the rights arising from the Securities*" above.

***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Consolidation Feature
- Lock-in Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "A. 4. Additional Features".

## 1.6 Product Type 6: Garant Barrier Securities

### **General**

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

In the case of Securities with an Additional Conditional Amount (m) (*Range Coupon or Range Accrual*) or Additional Unconditional Amount (m) (*Range Coupon or Range Accrual*), a rising level of the Underlying as well as a falling level of the Underlying may lead to a decline in the value of the Securities.

### **Interest**

The Securities may be interest-bearing or non interest-bearing. If the Securities are interest-bearing, one of the following options may be specified in the relevant Final Terms:

- Fixed Interest Rate
- Floating Interest Rate (*Floater*)
- Floating Interest Rate (*Spread Floater*)
- Digital Interest Rate (*Digital Upside*)

For further information on the Interest Feature, see section "A. 7. Interest" below.

### **Additional Conditional Amount**

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Upside Coupon*);
- Additional Conditional Amount (m) (*Range Coupon*);
- Additional Conditional Amount (m) (*Digital Coupon*);
- Additional Conditional Amount (m) (*Upside Memory*);
- Additional Conditional Amount (m) (*Upside Performance*);
- Additional Conditional Amount (m) (*Cliquet*);
- Additional Conditional Amount (m) (*Cliquet Performance*);
- Additional Conditional Amount (m) (*Telescope*);
- Additional Conditional Amount (m) (*Upside Accrual*); or
- Additional Conditional Amount (m) (*Range Accrual*).

For further information on the Additional Conditional Amounts, see section "A. 2. Additional Conditional Amounts" below.

### **Additional Unconditional Amount**

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Upside Performance*);
- Additional Unconditional Amount (m) (*Upside Accrual*);
- Additional Unconditional Amount (m) (*Range Accrual*); or
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

### ***Automatic Early Redemption***

The Automatic Early Redemption Feature may be specified in the relevant Final Terms. For further information on the Automatic Early Redemption Feature, see section "A. 5. Automatic Early Redemption" below.

### ***Redemption***

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

With respect to the determination of the Redemption Amount, one of the following options may be specified in the relevant Final Terms:

If no Barrier Event has occurred, the Redemption Amount is determined as follows:

#### **Option 1:**

- The Redemption Amount is equal to the Maximum Amount.

#### **Option 2:**

- The Redemption Amount is equal to the Nominal Amount.

#### **Option 3:**

- The Redemption Amount is equal to the Adjusted Nominal Amount.

If a Barrier Event has occurred, the Redemption Amount is determined as follows:

#### **Option 4:**

- The Redemption Amount is equal to the Nominal Amount multiplied by the Floor Level.

#### **Option 5:**

- The Redemption Amount is equal to the Nominal Amount multiplied by the Performance of the Underlying and the Final Participation Factor.

With respect to the determination of the Performance of the Underlying see section "A. 8. Performance Determination" below.

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

#### **Option 6:**

- The Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) the Floor Level and (ii) the Final Participation Factor multiplied by the Performance of the Underlying.

With respect to the determination of the Performance of the Underlying see section "A. 8. Performance Determination" below.

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

#### **Option 7:**

- The Redemption Amount is equal to the Adjusted Nominal Amount multiplied by the Performance of the Underlying.

The Redemption Amount will not be higher than the Adjusted Minimum Amount.

With respect to the determination of the Performance of the Underlying see section "A. 8. Performance Determination" below.

### ***Barrier Observation***

With respect to the observation if a Barrier Event has occurred, the following may be specified in the relevant Final Terms:

- Final Barrier Observation (Upside)
- Date-related Barrier Observation (Upside)
- Daily Barrier Observation (Upside)
- Continuous Barrier Observation (Upside)
- Final Barrier Observation (Upside Reference Rate) (only in combination with Option 1 above)

For further information on the Barrier Observation, see section "A. 6. Barrier Observation" below.

***Reference Price Determination***

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Upside)
- Worst-in Observation (Upside)

With respect to the determination of the Final Reference Price (= R (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Upside)
- Worst-out Observation (Upside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

***Conversion Event***

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

***Early Redemption at the option of the Issuer***

Any of the following early redemption features at the option of the Issuer may be specified in the relevant Final Terms:

- Optional Redemption Right (only in the case of Securities where a Reference Rate applies)
- Regulatory Redemption Right

For further information on the early redemption at the option of the Issuer, please see sub-section "Early redemption at the option of the Issuer" in section "General Information on the Securities" - "Description of the rights arising from the Securities" above.

***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Cap Feature

- Consolidation Feature
- Instalment Payment (only in the case of Option 3/7)
- Lock-in Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "A. 4. Additional Features".

## 1.7 Product Type 7: Downside Garant Barrier Securities

### *General*

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

In the case of Securities with an Additional Conditional Amount (m) (*Range Accrual*) or Additional Unconditional Amount (m) (*Range Accrual*), a rising level of the Underlying as well as a falling level of the Underlying may lead to a decline in the value of the Securities.

### *Interest*

The Securities may be interest-bearing or non interest-bearing. If the Securities are interest-bearing, one of the following options may be specified in the relevant Final Terms:

- Digital Interest Rate (*Digital Downside*)

For further information on the Interest Feature, see section "A. 7. Interest" below.

### *Additional Conditional Amount*

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Downside Coupon*);
- Additional Conditional Amount (m) (*Downside Memory*);
- Additional Conditional Amount (m) (*Downside Performance*);
- Additional Conditional Amount (m) (*Downside Accrual*); or
- Additional Conditional Amount (m) (*Range Accrual*).

For further information on the Additional Conditional Amounts, see section "A. 2. Additional Conditional Amounts" below.

### *Additional Unconditional Amount*

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Downside Accrual*);
- Additional Unconditional Amount (m) (*Range Accrual*); or
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

### *Automatic Early Redemption*

The Automatic Early Redemption Feature may be specified in the relevant Final Terms. For further information on the Automatic Early Redemption Feature, see section "A. 5. Automatic Early Redemption" below.

### *Redemption*

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

With respect to the determination of the Redemption Amount, one of the following options may be specified in the relevant Final Terms:

#### **Option 1:**

- If no Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount.

- If a Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount multiplied by the Floor Level.

**Option 2:**

- If no Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount.
- If a Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount multiplied by the Final Participation Factor and the Downside Performance of the Underlying.

With respect to the determination of the Downside Performance of the Underlying see section "A. 8. Performance Determination" below.

However, the Redemption Amount will not be lower than the Minimum Amount.

**Option 3:**

- If no Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount.
- If a Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount multiplied by the difference between (a) the Floor Level plus the Final Participation Factor and (b) the Performance of the Underlying multiplied by the Final Participation Factor.

With respect to the determination of the Performance of the Underlying see section "A. 8. Performance Determination" below.

However, the Redemption Amount will not be lower than the Minimum Amount.

***Barrier Observation***

With respect to the observation if a Barrier Event has occurred, the following may be specified in the relevant Final Terms:

- Final Barrier Observation (Downside)
- Date-related Barrier Observation (Downside)
- Daily Barrier Observation (Downside)
- Continuous Barrier Observation (Downside)
- Final Barrier Observation (Downside Reference Rate) (only in combination with Option 1 above)

For further information on the Barrier Observation, see section "A. 6. Barrier Observation" below.

***Reference Price Determination***

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Downside)
- Worst-in Observation (Downside)

With respect to the determination of the Final Reference Price (= R (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation



- Best-out Observation (Downside)
- Worst-out Observation (Downside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

#### ***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

#### ***Conversion Event***

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

#### ***Early Redemption at the option of the Issuer***

Any of the following early redemption features at the option of the Issuer may be specified in the relevant Final Terms:

- Optional Redemption Right (only in the case of Securities where a Reference Rate applies)
- Regulatory Redemption Right

For further information on the early redemption at the option of the Issuer, please see sub-section "*Early redemption at the option of the Issuer*" in section "*General Information on the Securities*" - "*Description of the rights arising from the Securities*" above.

#### ***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Cap Feature
- Consolidation Feature
- Lock-in Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "A. 4. Additional Features".

## **1.8 Product Type 8: Garant Barrier Geoscope Securities**

### ***General***

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

### ***Interest***

The Securities may be interest-bearing or non interest-bearing. For further information on the Interest Feature, see section "A. 7. Interest" below.

### ***Additional Conditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Geoscope Barrier*); or
- Additional Conditional Amount (m) (*Geoscope*).

For further information on the Additional Conditional Amounts, see section "A. 2. Additional Conditional Amounts" below.

### ***Additional Unconditional Amount***

It may be specified in the relevant Final Terms that an Additional Unconditional Amount (l) shall be paid.

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

### ***Redemption***

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

- If no Barrier Event (*Geoscope*) has occurred on any Observation Date (m) the Redemption Amount at the Final Payment Date is equal to the Nominal Amount multiplied by the Performance of the Underlying.

However, in this case the Redemption Amount is not less than the Minimum Amount.

- If a Barrier Event (*Geoscope*) has occurred on any Observation Date (m) the Redemption Amount corresponds to the Nominal Amount.

With respect to the determination of the Performance of the Underlying see section "A. 8. Performance Determination" below.

### ***Barrier Event (Geoscope)***

Barrier Event (*Geoscope*) means that the Geometric Average Performance of the Underlying (m) on any Observation Date (m) is equal to or greater than the Barrier Level.

### ***Reference Price Determination***

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Upside)
- Worst-in Observation (Upside)

With respect to the determination of the Final Reference Price (= R (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Upside)
- Worst-out Observation (Upside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

***Conversion Event***

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

***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Cap Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "A. 4. Additional Features".

## **1.9 Product Type 9: Twin-Win Garant Securities**

### ***General***

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

In the case of Securities with an Additional Conditional Amount (m) (*Range Coupon or Range Accrual*) or Additional Unconditional Amount (m) (*Range Coupon or Range Accrual*), a rising level of the Underlying as well as a falling level of the Underlying may lead to a decline in the value of the Securities.

### ***Interest***

The Securities do not bear interest.

### ***Additional Conditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Upside Coupon*);
- Additional Conditional Amount (m) (*Range Coupon*);
- Additional Conditional Amount (m) (*Digital Coupon*);
- Additional Conditional Amount (m) (*Upside Memory*);
- Additional Conditional Amount (m) (*Upside Performance*);
- Additional Conditional Amount (m) (*Cliquet*);
- Additional Conditional Amount (m) (*Cliquet Performance*);
- Additional Conditional Amount (m) (*Telescope*);
- Additional Conditional Amount (m) (*Upside Accrual*); or
- Additional Conditional Amount (m) (*Range Accrual*).

For further information on the Additional Conditional Amounts, see section "A. 2. Additional Conditional Amounts" below.

### ***Additional Unconditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Upside Performance*);
- Additional Unconditional Amount (m) (*Upside Accrual*);
- Additional Unconditional Amount (m) (*Range Accrual*); or
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

### ***Redemption***

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

The Redemption Amount is determined as follows:

#### **Option 1:**

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

However, the Redemption Amount is in no event lower than the Minimum Amount.

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

With respect to the determination of the Performance of the Underlying see section "A. 8. Performance Determination" below.

**Option 2:**

- If R (final) is equal to or higher than the Strike, the Redemption Amount equals the Nominal Amount multiplied by the sum of (a) one and (b) the product of the (i) Participation Factor Up and (ii) the difference of (x) R (final) divided by the Strike and (y) one.
- If R (final) is lower than the Strike and no Barrier Event has occurred, the Redemption Amount equals the Nominal Amount multiplied by the sum of (a) one and (b) the product of the (i) Participation Factor Down and (ii) the difference of (x) one and (y) R (final) divided by the Strike.
- If R (final) is lower than the Strike and a Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount multiplied by the Final Participation Factor and the quotient of R (final) and the Strike.

However, the Redemption Amount is in no event lower than the Minimum Amount.

**Option 3:**

- If R (final) is equal to or higher than the Strike, the Redemption Amount equals the Nominal Amount multiplied by the sum of (a) one and (b) the product of the (i) Participation Factor Up and (ii) the difference of (x) R (final) divided by the Strike and (y) one.
- If R (final) is lower than the Strike and no Barrier Event has occurred, the Redemption Amount equals the Nominal Amount multiplied by the sum of (a) one and (b) the product of the (i) Participation Factor Down and (ii) the difference of (x) one and (y) R (final) divided by the Strike.
- If R (final) is lower than the Strike and a Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount multiplied by the Floor Level.

The Redemption Amount is in no event lower than the Minimum Amount.

***Barrier Observation***

With respect to the observation if a Barrier Event has occurred, the following may be specified in the relevant Final Terms:

- Final Barrier Observation (Upside)
- Date-related Barrier Observation (Upside)
- Daily Barrier Observation (Upside)
- Continuous Barrier Observation (Upside)

For further information on the Barrier Observation, see section "A. 6. Barrier Observation" below.

### ***Reference Price Determination***

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Upside)
- Worst-in Observation (Upside)

With respect to the determination of the Final Reference Price (= R (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Upside)
- Worst-out Observation (Upside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

### ***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

### ***Conversion Event***

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

### ***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

### ***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Cap Feature
- Consolidation Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "A. 4. Additional Features".

## 1.10 Product Type 10: Downside Twin-Win Garant Securities

### *General*

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

In the case of Securities with an Additional Conditional Amount (m) (*Range Accrual*) or Additional Unconditional Amount (m) (*Range Accrual*), a rising level of the Underlying as well as a falling level of the Underlying may lead to a decline in the value of the Securities.

### *Interest*

The Securities do not bear interest.

### *Additional Conditional Amount*

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Downside Coupon*);
- Additional Conditional Amount (m) (*Downside Memory*);
- Additional Conditional Amount (m) (*Downside Performance*);
- Additional Conditional Amount (m) (*Downside Accrual*); or
- Additional Conditional Amount (m) (*Range Accrual*).

For further information on the Additional Conditional Amounts, see section "A. 2. Additional Conditional Amounts" below.

### *Additional Unconditional Amount*

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Downside Accrual*); or
- Additional Unconditional Amount (m) (*Range Accrual*)
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

### *Redemption*

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

The Redemption Amount is determined as follows:

- If R (final) is equal to or lower than the Strike, the Redemption Amount equals the Nominal Amount multiplied by the sum of (a) one and (b) the product of the (i) Participation Factor Down and (ii) the difference of (x) one and (y) R (final) divided by the Strike.
- If R (final) is higher than the Strike and no Barrier Event has occurred, the Redemption Amount equals the Nominal Amount multiplied by the sum of (a) one and (b) the product of the (i) Participation Factor Up and (ii) the difference of (x) R (final) divided by the Strike and (y) one.
- If R (final) is higher than the Strike and a Barrier Event has occurred, the Redemption Amount is equal to:

#### **Option 1:**

the Nominal Amount multiplied by the Floor Level.

**Option 2:**

the Nominal Amount multiplied by the Final Participation Factor and the difference between 2 and the ratio between R (final) and the Strike.

However, the Redemption Amount is not lower than the Minimum Amount.

**Option 3:**

the Nominal Amount multiplied by the difference between (a) 1 plus the Final Participation Factor and (b) the ratio, multiplied by the Final Participation Factor, between R (final) and the Strike.

However, the Redemption Amount is not lower than the Minimum Amount.

***Barrier Observation***

With respect to the observation if a Barrier Event has occurred, the following may be specified in the relevant Final Terms:

- Final Barrier Observation (Downside)
- Date-related Barrier Observation (Downside)
- Daily Barrier Observation (Downside)
- Continuous Barrier Observation (Downside)

For further information on the Barrier Observation, see section "A. 6. Barrier Observation" below.

***Reference Price Determination***

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Downside)
- Worst-in Observation (Downside)

With respect to the determination of the Final Reference Price (= R (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Downside)
- Worst-out Observation (Downside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

***Conversion Event***

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

***Early Redemption at the option of the Issuer***



Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Cap Feature
- Consolidation Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "A. 4. Additional Features".

## **1.11 Product Type 11: Win-Win Garant Securities**

### ***General***

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

### ***Interest***

The Securities do not bear interest.

### ***Additional Unconditional Amount***

It may be specified in the relevant Final Terms that an Additional Unconditional Amount (I) shall be paid.

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

### ***Redemption***

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

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

The Redemption Amount is not less than the Minimum Amount.

With respect to the determination of the Performance of the Underlying see section "A. 8. Performance Determination" below.

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

### ***Reference Price Determination***

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Upside)
- Worst-in Observation (Upside)

With respect to the determination of the Final Reference Price (= R (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Upside)
- Worst-out Observation (Upside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

### ***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

***Conversion Event***

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

***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Cap Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "A. 4. Additional Features".

## **1.12 Product Type 12: Icarus Garant Securities**

### ***General***

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

### ***Interest***

The Securities do not bear interest.

### ***Additional Unconditional Amount***

It may be specified in the relevant Final Terms that an Additional Unconditional Amount (I) shall be paid.

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

### ***Redemption***

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

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

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

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

With respect to the determination of the Performance of the Underlying see section "A. 8. Performance Determination" below.

### ***Barrier Observation***

With respect to the observation if a Barrier Event has occurred, the following may be specified in the relevant Final Terms:

- Final Barrier Observation (Downside)
- Date-related Barrier Observation (Downside)
- Daily Barrier Observation (Downside)
- Continuous Barrier Observation (Downside)

For further information on the Barrier Observation, see section "A. 6. Barrier Observation" below.

### ***Reference Price Determination***

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Upside)
- Worst-in Observation (Upside)

With respect to the determination of the Final Reference Price (= R (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Upside)
- Worst-out Observation (Upside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

***Conversion Event***

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

***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Protection Lock-in Feature

For further information on the additional features, please see section "A. 4. Additional Features".

### **1.13 Product Type 13: Downside Icarus Garant Securities**

#### ***General***

The value of the Securities during their term depends decisively on the price of the Underlying. If the price of the Underlying falls moderately, the value of the Securities regularly rises. If the price of the Underlying rises or falls sharply, the value of the Securities regularly falls.

#### ***Interest***

The Securities do not bear interest.

#### ***Additional Unconditional Amount***

It may be specified in the relevant Final Terms that an Additional Unconditional Amount (I) shall be paid.

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

#### ***Redemption***

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

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

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

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

With respect to the determination of the Downside Performance of the Underlying see section "A. 8. Performance Determination" below.

#### ***Barrier Observation***

With respect to the observation if a Barrier Event has occurred, the following may be specified in the relevant Final Terms:

- Final Barrier Observation (Upside)
- Date-related Barrier Observation (Upside)
- Daily Barrier Observation (Upside)
- Continuous Barrier Observation (Upside)

For further information on the Barrier Observation, see section "A. 6. Barrier Observation" below.

#### ***Reference Price Determination***

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Downside)
- Worst-in Observation (Downside)

With respect to the determination of the Final Reference Price (= R (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Downside)
- Worst-out Observation (Downside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

***Conversion Event***

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

***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Protection Lock-in Feature

For further information on the additional features, please see section "A. 4. Additional Features".

## **1.14 Product Type 14: Garant Express Securities**

### ***General***

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

In the case of Securities with an Additional Conditional Amount (m) (*Range Coupon or Range Accrual*) or Additional Unconditional Amount (m) (*Range Coupon or Range Accrual*), a rising level of the Underlying as well as a falling level of the Underlying may lead to a decline in the value of the Securities.

### ***Interest***

The Securities do not bear interest.

### ***Additional Conditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Upside Coupon*);
- Additional Conditional Amount (m) (*Range Coupon*);
- Additional Conditional Amount (m) (*Digital Coupon*);
- Additional Conditional Amount (m) (*Upside Memory*);
- Additional Conditional Amount (m) (*Upside Performance*);
- Additional Conditional Amount (m) (*Cliquet*);
- Additional Conditional Amount (m) (*Cliquet Performance*);
- Additional Conditional Amount (m) (*Telescope*);
- Additional Conditional Amount (m) (*Upside Accrual*); or
- Additional Conditional Amount (m) (*Range Accrual*).

For further information on the Additional Conditional Amounts, see section "A. 2. Additional Conditional Amounts" below.

### ***Additional Unconditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Upside Performance*);
- Additional Unconditional Amount (m) (*Upside Accrual*);
- Additional Unconditional Amount (m) (*Range Accrual*); or
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

### ***Automatic Early Redemption***

If an Early Redemption Event (n) has occurred, the Securities are automatically early redeemed on the immediately following Early Payment Date (n) by payment of the respective Early Redemption Amount (n). For further information on the Automatic Early Redemption, see section "A. 5. Automatic Early Redemption" below.

### ***Redemption as at the Final Payment Date***



Provided that no Conversion Event and no Early Redemption Event (n) has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

With respect to the determination of the Redemption Amount, one of the following options may be specified in the relevant Final Terms:

**Option 1:**

- If a Final Redemption Event has occurred, the Redemption Amount is equal to the Maximum Amount.
- If a Final Redemption Event has not occurred, the Redemption Amount is equal to:
  - (i) if a Barrier Event has not occurred, the Final Redemption Amount;
  - (ii) if a Barrier Event has occurred, the Nominal Amount multiplied by the Final Participation Factor and the Performance of the Underlying.

With respect to the determination of the Performance of the Underlying see section "A. 8. Performance Determination" below.

However, in this case the Redemption Amount is not lower than the Minimum Amount.

**Option 2:**

- If a Final Redemption Event has occurred, the Redemption Amount is equal to the Maximum Amount.
- If a Final Redemption Event has not occurred, the Redemption Amount is equal to:
  - (i) if a Barrier Event has not occurred, the Final Redemption Amount;
  - (ii) if a Barrier Event has occurred, the Nominal Amount multiplied by the Floor Level.

Final Redemption Event means that the Reference Price is equal to or greater than the Final Redemption Level on the Final Observation Date.

***Barrier Observation***

With respect to the observation if a Barrier Event has occurred, the following may be specified in the relevant Final Terms:

- Final Barrier Observation (Upside)
- Date-related Barrier Observation (Upside)
- Daily Barrier Observation (Upside)
- Continuous Barrier Observation (Upside)

For further information on the Barrier Observation, see section "A. 6. Barrier Observation" below.

***Reference Price Determination***

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Upside)
- Worst-in Observation (Upside)

With respect to the determination of the Final Reference Price (= R (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Upside)
- Worst-out Observation (Upside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

***Conversion Event***

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

***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Consolidation Feature
- Lock-in Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "A. 4. Additional Features".

## **1.15 Product Type 15: Downside Garant Express Securities**

### ***General***

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

In the case of Securities with an Additional Conditional Amount (m) (*Range Accrual*) or Additional Unconditional Amount (m) (*Range Accrual*), a rising level of the Underlying as well as a falling level of the Underlying may lead to a decline in the value of the Securities.

### ***Interest***

The Securities do not bear interest.

### ***Additional Conditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Downside Coupon*);
- Additional Conditional Amount (m) (*Downside Performance*);
- Additional Conditional Amount (m) (*Downside Accrual*); or
- Additional Conditional Amount (m) (*Range Accrual*).

For further information on the Additional Conditional Amounts, see section "A. 2. Additional Conditional Amounts" below.

### ***Additional Unconditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Downside Accrual*);
- Additional Unconditional Amount (m) (*Range Accrual*); or
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

### ***Automatic Early Redemption***

If an Early Redemption Event (n) has occurred, the Securities are automatically early redeemed on the immediately following Early Payment Date (n) by payment of the respective Early Redemption Amount (n). The Early Redemption Amount (n) is specified in the respective Final Terms.

The Early Redemption Amount (n) will be equal or higher than 100% of the Nominal Amount.

With respect to the observation if an Early Redemption Event (n) has occurred, the following may be specified in the relevant Final Terms:

- Date-related Early Redemption Observation (Downside)
- Average Early Redemption Observation (Downside)
- Daily Early Redemption Observation (Downside)

For further information on the Early Redemption Observation, see section "A. 5. Automatic Early Redemption Feature" below.

### ***Redemption as at the Final Payment Date***

Provided that no Conversion Event and no Early Redemption Event (n) has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

With respect to the determination of the Redemption Amount, one of the following options may be specified in the relevant Final Terms:

**Option 1:**

- If a Final Redemption Event has occurred, the Redemption Amount is equal to the Maximum Amount.
- If a Final Redemption Event has not occurred, the Redemption Amount is equal to:
  - (i) if a Barrier Event has not occurred, the Final Redemption Amount;
  - (ii) if a Barrier Event has occurred, the Nominal Amount multiplied by the Final Participation Factor and the Downside Performance of the Underlying.

With respect to the determination of the Downside Performance of the Underlying see section "A. 8. Performance Determination" below.

However, in this case the Redemption Amount is not less than the Minimum Amount.

**Option 2:**

- If a Final Redemption Event has occurred, the Redemption Amount is equal to the Maximum Amount.
- If a Final Redemption Event has not occurred, the Redemption Amount is equal to:
  - (i) if a Barrier Event has not occurred, the Final Redemption Amount;
  - (ii) if a Barrier Event has occurred, the Nominal Amount multiplied by the difference between (a) 1 plus the Final Participation Factor and (b) the Performance of the Underlying multiplied by the Final Participation Factor.

With respect to the determination of the Downside Performance of the Underlying see section "A. 8. Performance Determination" below.

However, in this case the Redemption Amount is not less than the Minimum Amount.

**Option 3:**

- If a Final Redemption Event has occurred, the Redemption Amount is equal to the Maximum Amount.
  - If a Final Redemption Event has not occurred, the Redemption Amount is equal to the Nominal Amount multiplied by the Floor Level.

Final Redemption Event means that the Reference Price is equal to or lower than the Final Redemption Level on the Final Observation Date.

***Barrier Observation***

With respect to the observation if a Barrier Event has occurred, the following may be specified in the relevant Final Terms:

- Final Barrier Observation (Downside)
- Date-related Barrier Observation (Downside)
- Daily Barrier Observation (Downside)
- Continuous Barrier Observation (Downside)

For further information on the Barrier Observation, see section "A. 6. Barrier Observation" below.

***Reference Price Determination***

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Downside)
- Worst-in Observation (Downside)

With respect to the determination of the Final Reference Price (= R (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Downside)
- Worst-out Observation (Downside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

***Conversion Event***

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

***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Consolidation Feature
- Lock-in Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "A. 4. Additional Features".

## **1.16 Product Type 16: Garant Bonus Securities**

### ***General***

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

In the case of Securities with an Additional Conditional Amount (m) (*Range Coupon or Range Accrual*) or Additional Unconditional Amount (m) (*Range Coupon or Range Accrual*), a rising level of the Underlying as well as a falling level of the Underlying may lead to a decline in the value of the Securities.

### ***Interest***

The Securities do not bear interest.

### ***Additional Conditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Upside Coupon*);
- Additional Conditional Amount (m) (*Range Coupon*);
- Additional Conditional Amount (m) (*Digital Coupon*);
- Additional Conditional Amount (m) (*Upside Memory*);
- Additional Conditional Amount (m) (*Upside Performance*);
- Additional Conditional Amount (m) (*Cliquet*);
- Additional Conditional Amount (m) (*Cliquet Performance*);
- Additional Conditional Amount (m) (*Telescope*);
- Additional Conditional Amount (m) (*Upside Accrual*); or
- Additional Conditional Amount (m) (*Range Accrual*).

For further information on the Additional Conditional Amounts, see section "A. 2. Additional Conditional Amounts" below.

### ***Additional Unconditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Upside Performance*);
- Additional Unconditional Amount (m) (*Upside Accrual*);
- Additional Unconditional Amount (m) (*Range Accrual*); or
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

### ***Automatic Early Redemption***

The Automatic Early Redemption Feature may be specified in the relevant Final Terms. For further information on the Automatic Early Redemption Feature, see section "A. 5. Automatic Early Redemption" below.

### ***Redemption***

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

If no Barrier Event has occurred, the Redemption Amount is determined as follows:

In the case of **Option 1**, the following applies:

- the Redemption Amount is equal to the Nominal Amount multiplied by the Performance of the Underlying.

With respect to the determination of the Performance of the Underlying see section "A. 8. Performance Determination" below.

However, the Redemption Amount is not less than the Bonus Amount.

In the case of **Option 2**, the following applies:

- The Redemption Amount is equal to the Nominal Amount multiplied by the Cap Level.

If a Barrier Event has occurred, the Redemption Amount is determined as follows:

In the case of **Option 1**, the following applies:

- The Redemption Amount is equal to the Nominal Amount multiplied by the Final Participation Factor and the Performance of the Underlying.

With respect to the determination of the Performance of the Underlying see section "A. 8. Performance Determination" below.

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

In the case of **Option 2**, the following applies:

- The Redemption Amount is equal to the Nominal Amount multiplied by the Floor Level.

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

In the case of **Option 3**, the following applies:

- The Redemption Amount is equal to the Nominal Amount multiplied by the sum of (i) the Floor Level and (ii) the product of (a) the Final Participation Factor and (b) the Performance of the Underlying.

With respect to the determination of the Performance of the Underlying see section "A. 8. Performance Determination" below.

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

### **Barrier Observation**

With respect to the observation if a Barrier Event has occurred, the following may be specified in the relevant Final Terms:

- Final Barrier Observation (Upside)
- Date-related Barrier Observation (Upside)
- Daily Barrier Observation (Upside)
- Continuous Barrier Observation (Upside)

For further information on the Barrier Observation, see section "A. 6. Barrier Observation" below.

### **Reference Price Determination**

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation

- Best-in Observation (Upside)
- Worst-in Observation (Upside)

With respect to the determination of the Final Reference Price (= R (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Upside)
- Worst-out Observation (Upside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

***Conversion Event***

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

***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Cap Feature
- Consolidation Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "A. 4. Additional Features".



## 1.17 Product Type 17: Downside Garant Bonus Securities

### *General*

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

In the case of Securities with an Additional Conditional Amount (m) (*Range Accrual*) or Additional Unconditional Amount (m) (*Range Accrual*), a rising level of the Underlying as well as a falling level of the Underlying may lead to a decline in the value of the Securities.

### *Interest*

The Securities do not bear interest.

### *Additional Conditional Amount*

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Downside Coupon*);
- Additional Conditional Amount (m) (*Downside Memory*);
- Additional Conditional Amount (m) (*Downside Performance*);
- Additional Conditional Amount (m) (*Downside Accrual*); or
- Additional Conditional Amount (m) (*Range Accrual*).

For further information on the Additional Conditional Amounts, see section "A. 2. Additional Conditional Amounts" below.

### *Additional Unconditional Amount*

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Downside Accrual*);
- Additional Unconditional Amount (m) (*Range Accrual*); or
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

### *Automatic Early Redemption*

The Automatic Early Redemption Feature may be specified in the relevant Final Terms. For further information on the Automatic Early Redemption Feature, see section "A. 5. Automatic Early Redemption" below.

### *Redemption*

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

If no Barrier Event has occurred, the Redemption Amount is determined as follows:

In the case of **Option 1**, the following applies:

- The Redemption Amount is equal to the Nominal Amount multiplied by the Downside Performance of the Underlying.

With respect to the v of the Downside Performance of the Underlying see section "A. 8. Performance Determination" below.

However, the Redemption Amount is not less than the Bonus Amount.

In the case of **Option 2**, the following applies:

- The Redemption Amount is equal to the Nominal Amount multiplied by the Cap Level.

If a Barrier Event has occurred, the Redemption Amount is calculated as follows:

In the case of **Option 1**, the following applies:

- The Redemption Amount is equal to the Nominal Amount multiplied by the Downside Performance of the Underlying.

With respect to the determination of the Downside Performance of the Underlying see section "A. 8. Performance Determination" below.

However, the Redemption Amount is not less than the Minimum Amount.

In the case of **Option 2**, the following applies:

- The Redemption Amount is equal to the Nominal Amount multiplied by the difference between (a) 1 plus the Final Participation Factor and (b) the Performance of the Underlying, multiplied by the Final Participation Factor.

With respect to the determination of the Performance of the Underlying see section "A. 8. Performance Determination" below.

However, the Redemption Amount is not less than the Minimum Amount.

In the case of **Option 3**, the following applies:

- The Redemption Amount is equal to the Nominal Amount multiplied by the Floor Level.

However, the Redemption Amount is not less than the Minimum Amount.

### **Barrier Observation**

With respect to the observation if a Barrier Event has occurred, the following may be specified in the relevant Final Terms:

- Final Barrier Observation (Downside)
- Date-related Barrier Observation (Downside)
- Daily Barrier Observation (Downside)
- Continuous Barrier Observation (Downside)

For further information on the Barrier Observation, see section "A. 6. Barrier Observation" below.

### **Reference Price Determination**

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Downside)
- Worst-in Observation (Downside)

With respect to the determination of the Final Reference Price (= R (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation

- Best-out Observation (Downside)
- Worst-out Observation (Downside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

***Conversion Event***

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

***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Cap Feature
- Consolidation Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "A. 4. Additional Features".

## **1.18 Product Type 18: Protection Garant Securities**

### ***General***

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

In the case of Securities with an Additional Conditional Amount (m) (*Range Coupon or Range Accrual*) or Additional Unconditional Amount (m) (*Range Coupon or Range Accrual*), a rising level of the Underlying as well as a falling level of the Underlying may lead to a decline in the value of the Securities.

### ***Interest***

The Securities do not bear interest.

### ***Additional Conditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Upside Coupon*);
- Additional Conditional Amount (m) (*Range Coupon*);
- Additional Conditional Amount (m) (*Digital Coupon*);
- Additional Conditional Amount (m) (*Upside Memory*);
- Additional Conditional Amount (m) (*Upside Performance*);
- Additional Conditional Amount (m) (*Cliquet*);
- Additional Conditional Amount (m) (*Cliquet Performance*);
- Additional Conditional Amount (m) (*Telescope*);
- Additional Conditional Amount (m) (*Upside Accrual*); or
- Additional Conditional Amount (m) (*Range Accrual*).

For further information on the Additional Conditional Amounts, see section "A. 2. Additional Conditional Amounts" below.

### ***Additional Unconditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Upside Performance*);
- Additional Unconditional Amount (m) (*Upside Accrual*);
- Additional Unconditional Amount (m) (*Range Accrual*); or
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

### ***Automatic Early Redemption***

The Automatic Early Redemption Feature may be specified in the relevant Final Terms. For further information on the Automatic Early Redemption Feature, see section "A. 5. Automatic Early Redemption" below.

### ***Redemption***

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

At the Final Payment Date, the Redemption Amount is determined as follows:

- if R (final) is higher than or equal to R (initial), the Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) 1 and (ii) the Participation Factor Up multiplied by the Performance of the Underlying.

With respect to the determination of the Performance of the Underlying see section "A. 8. Performance Determination" below.

- If the R (final) is lower than R (initial):

In the case of **Option 1**, the following applies:

the Redemption Amount is equal to the Nominal Amount multiplied the Final Participation Factor and the quotient of R (final) (as the numerator) and the Strike (as the denominator). In this case, the Redemption Amount is at least equal to the Minimum Amount.

In the case of **Option 2**, the following applies:

the Redemption Amount is equal to the Minimum Amount.

In the case of **Option 3**, the following applies:

the Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) the Floor Level and (ii) the Performance of the Underlying multiplied by the Final Participation Factor. In this case, the Redemption Amount is at least equal to the Minimum Amount.

### **Reference Price Determination**

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Upside)
- Worst-in Observation (Upside)

With respect to the determination of the Final Reference Price (= R (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Upside)
- Worst-out Observation (Upside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

### **Exercise**

The Securities are deemed automatically exercised on the Exercise Date.

### **Conversion Event**

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

### **Early Redemption at the option of the Issuer**

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

### ***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Automatic Early Redemption
- Cap Feature
- Consolidation Feature
- Lock-in Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "A. 4. Additional Features".

## **1.19 Product Type 19: Downside Protection Garant Securities**

### ***General***

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

In the case of Securities with an Additional Conditional Amount (m) (*Range Accrual*) or Additional Unconditional Amount (m) (*Range Accrual*), a rising level of the Underlying as well as a falling level of the Underlying may lead to a decline in the value of the Securities.

### ***Interest***

The Securities do not bear interest.

### ***Additional Conditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Downside Coupon*);
- Additional Conditional Amount (m) (*Downside Memory*);
- Additional Conditional Amount (m) (*Downside Performance*);
- Additional Conditional Amount (m) (*Downside Accrual*); or
- Additional Conditional Amount (m) (*Range Accrual*).

For further information on the Additional Conditional Amounts, see section "A. 2. Additional Conditional Amounts" below.

### ***Additional Unconditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Downside Accrual*);
- Additional Unconditional Amount (m) (*Range Accrual*); or
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "A. 3. Additional Unconditional Amounts" below.

### ***Automatic Early Redemption***

The Automatic Early Redemption Feature may be specified in the relevant Final Terms. For further information on the Automatic Early Redemption Feature, see section "A. 5. Automatic Early Redemption" below.

### ***Redemption***

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

At the Final Payment Date, the Redemption Amount is determined as follows:

- If the R (final) is lower than or equal to R (initial), the Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) 1 and (ii) the Participation Down multiplied by the quotient of (a) the difference between R (initial) and R (final) (as the numerator) and (b) the Strike (as the denominator).
- If the R (final) is higher than R (initial)

*In the case of Option 1, the following applies:*

the Redemption Amount is equal to the Nominal Amount multiplied by the difference, multiplied by the Final Participation Factor, between (a) 2 and (b) the quotient of R (final) (as the numerator) and the Strike (as the denominator). In this case, the Redemption Amount is at least equal to the Minimum Amount.

*In the case of **Option 2**, the following applies:*

the Redemption Amount is equal to the Nominal Amount multiplied by the difference between (a) 1 plus the Final Participation Factor and (b) the quotient, multiplied by the Final Participation Factor, of R (final) (as the numerator) and the Strike (as the denominator). In this case, the Redemption Amount is at least equal to the Minimum Amount.

*In the case of **Option 3**, the following applies:*

the Redemption Amount is equal to the Minimum Amount.

### **Reference Price Determination**

With respect to the determination of the Initial Reference Price (= R (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Downside)
- Worst-in Observation (Downside)

With respect to the determination of the Final Reference Price (= R (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Downside)
- Worst-out Observation (Downside)

For further information on the Reference Price Determination, see section "A. 9. Reference Price Determination" below.

### **Exercise**

The Securities are deemed automatically exercised on the Exercise Date.

### **Conversion Event**

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

### **Early Redemption at the option of the Issuer**

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

### **Additional Features**

The following additional features may be specified in the relevant Final Terms:

- Cap Feature
- Consolidation Feature
- Protection Lock-in Feature



For further information on the additional features, please see section "A. 4. Additional Features".

## **2. ADDITIONAL CONDITIONAL AMOUNTS**

In accordance with section "A. 1. General Description of the Product Types with Single-Underlying" above, the following Additional Conditional Amounts may be specified in the relevant Final Terms.

### **2.1 Additional Conditional Amount (m) (*Upside Coupon*)**

If an Additional Conditional Amount (m) (*Upside Coupon*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (m) occurs, if R (m) on an Observation Date (m) is equal to or greater than the respective Additional Conditional Amount Payment Level (m).

The Additional Conditional Amount (m) with respect to each Observation Date (m) will be specified in the relevant Final Terms.

For further information on the Determination of R (m), see section "A. 9. Reference Price Determination" below.

### **2.2 Additional Conditional Amount (m) (*Downside Coupon*)**

If an Additional Conditional Amount (m) (*Downside Coupon*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (m) occurs, if R (m) on an Observation Date (m) is equal to or lower than the respective Additional Conditional Amount Payment Level (m).

The Additional Conditional Amount (m) with respect to each Observation Date (m) will be specified in the relevant Final Terms.

For further information on the Determination of R (m), see section "A. 9. Reference Price Determination" below.

### **2.3 Additional Conditional Amount (m) (*Range Coupon*)**

If an Additional Conditional Amount (m) (*Range Coupon*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (m) occurs, if on an Observation Date (m) R (m) is equal to or greater than the Additional Conditional Amount Payment Level (Low) (m) and equal to or lower than the Additional Conditional Amount Payment Level (High) (m).

The Additional Conditional Amount (m) with respect to each Observation Date (m) will be specified in the relevant Final Terms.

For further information on the Determination of R (m), see section "A. 9. Reference Price Determination" below.

#### **2.4 Additional Conditional Amount (m) (*Digital Coupon*)**

If an Additional Conditional Amount (m) (*Digital Coupon*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (Low) (m) has occurred, an Additional Conditional Amount (Low) (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (High) (m) has occurred, an Additional Conditional Amount (High) (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) neither an Additional Conditional Amount Payment Event (Low) (m) nor an Additional Conditional Amount Payment Event (High) (m) has occurred, neither an Additional Conditional Amount (Low) (m) nor an Additional Conditional Amount (High) (m) is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (Low) (m) occurs, if on an Observation Date (m) R (m) is equal to or greater than the Additional Conditional Amount Payment Level (Low) (m) and lower than the Additional Conditional Amount Payment Level (High) (m).

An Additional Conditional Amount Payment Event (High) (m) occurs, if on an Observation Date (m) R (m) is equal to or greater than the Additional Conditional Amount Payment Level (High) (m).

The Additional Conditional Amount (Low) (m) with respect to each Observation Date (m) will be specified in the relevant Final Terms.

The Additional Conditional Amount (High) (m) with respect to each Observation Date (m) will be specified in the relevant Final Terms.

For further information on the Determination of R (m), see section "A. 9. Reference Price Determination" below.

#### **2.5 Additional Conditional Amount (m) (*Upside Memory*)**

If an Additional Conditional Amount (m) (*Upside Memory*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m), less all Additional Conditional Amounts (m) paid on the preceding Additional Conditional Amount Payment Dates (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no additional amount is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (m) occurs, if R (m) on an Observation Date (m) is equal to or greater than the respective Additional Conditional Amount Payment Level (m).

The Additional Conditional Amount (m) with respect to each Observation Date (m) will be specified in the relevant Final Terms.

For further information on the Determination of R (m), see section "A. 9. Reference Price Determination" below.

## **2.6 Additional Conditional Amount (m) (*Downside Memory*)**

If an Additional Conditional Amount (m) (*Downside Memory*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m), less all Additional Conditional Amounts (m) paid on the preceding Additional Conditional Amount Payment Dates (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no additional amount is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (m) occurs, if  $R(m)$  on an Observation Date (m) is equal to or lower than the respective Additional Conditional Amount Payment Level (m).

The Additional Conditional Amount (m) with respect to each Observation Date (m) will be specified in the relevant Final Terms.

For further information on the Determination of  $R(m)$ , see section "A. 9. Reference Price Determination" below.

## **2.7 Additional Conditional Amount (m) (*Upside Performance*)**

If an Additional Conditional Amount (m) (*Upside Performance*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (m) occurs, if  $R(m)$  on an Observation Date (m) is equal to or greater than the respective Additional Conditional Amount Payment Level (m).

With respect to the determination of the Additional Conditional Amount (m) one of the following options may be specified in the relevant Final Terms:

### **Option 1:**

The Additional Conditional Amount (m) on the respective Observation Date (m) is equal to the Nominal Amount multiplied by (i) the Participation Factor (m) and (ii) the Performance of the Underlying (m).

### **Option 2:**

The Additional Conditional Amount (m) on the respective Observation Date (m) is equal to the Nominal Amount multiplied by  $R(m)$ .

With respect to the determination of the Performance of the Underlying (m) one of the following options may be specified in the relevant Final Terms:

### **Option 1:**

The Performance of the Underlying (m) is, with respect to an Observation Date (m), equal to the quotient of (i) the Reference Price on the Observation Date (m) minus the Strike as the numerator and (ii)  $R(\text{initial})$  as the denominator.

### **Option 2:**

The Performance of the Underlying (m) is, with respect to an Observation Date (m), equal to the difference of (i) the quotient of the Reference Price on the Observation Date (m) as the numerator and R (initial) as the denominator and (ii) the Strike Level.

**Option 3:**

The Performance of the Underlying (m) is, with respect to an Observation Date (m), equal to the difference of (i) the quotient of the Reference Price on the Observation Date (m) as the numerator and the Strike as the denominator and (ii) the number one (1).

**Option 4:**

The Performance of the Underlying (m) is, with respect to an Observation Date (m), equal to the quotient of (i) the Reference Price on the Observation Date (m) as the numerator and (ii) R (initial) as the denominator.

If a Maximum Additional Conditional Amount (m) is specified in the relevant Final Terms, the Additional Conditional Amount (m) is not greater than the Maximum Additional Conditional Amount (m).

If a Minimum Additional Conditional Amount (m) is specified in the relevant Final Terms, the Additional Conditional Amount (m) is not lower than the Minimum Additional Conditional Amount (m).

For further information on the Determination of R (m), see section "A. 9. Reference Price Determination" below.

Depending on the Performance of the Underlying (m) and subject to a Minimum Additional Conditional Amount (m), the Additional Conditional Amount (m) may also be equal to zero (0).

**2.8 Additional Conditional Amount (m) (*Downside Performance*)**

If an Additional Conditional Amount (m) (*Downside Performance*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (m) occurs, if R (m) on an Observation Date (m) is equal to or lower than the respective Additional Conditional Amount Payment Level (m).

The Additional Conditional Amount (m) on the respective Observation Date (m) is equal to the Nominal Amount multiplied by (i) the Participation Factor (m) and (ii) the Downside Performance of the Underlying (m).

The Participation Factor will be specified in the relevant Final Terms and may be different for each Observation Date (m).

With respect to the Downside Performance of the Underlying (m), one of the following options may be specified in the relevant Final Terms:

**Option 1:**

- The Downside Performance of the Underlying (m) is equal to 2 minus the quotient of (i) R (m) as the numerator and (ii) the Strike as the denominator.

**Option 2:**

- The Downside Performance of the Underlying (m) is equal to the quotient of (i) the Strike minus R (m) as the numerator and (ii) R (initial) as the denominator.

If a Maximum Additional Conditional Amount (m) is specified in the relevant Final Terms, the Additional Conditional Amount (m) is not greater than the Maximum Additional Conditional Amount (m).

If a Minimum Additional Conditional Amount (m) is specified in the relevant Final Terms, the Additional Conditional Amount (m) is not lower than the Minimum Additional Conditional Amount (m).

For further information on the Determination of R (m), see section "A. 9. Reference Price Determination" below.

Depending on the Downside Performance of the Underlying (m) and subject to a Minimum Additional Conditional Amount (m), the Additional Conditional Amount (m) may also be equal to zero (0).

## **2.9 Additional Conditional Amount (m) (*Cliquet*)**

If an Additional Conditional Amount (m) (*Cliquet*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (m) occurs, if R (m) is greater than or equal to the Reference Price on the preceding Observation Date (m-1).

The Additional Conditional Amount (m) with respect to each Observation Date (m) will be specified in the relevant Final Terms.

For further information on the Determination of R (m), see section "A. 9. Reference Price Determination" below.

## **2.10 Additional Conditional Amount (m) (*Cliquet Performance*)**

If an Additional Conditional Amount (m) (*Cliquet Performance*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (m) occurs, if R (m) is greater than or equal to the Reference Price on the preceding Observation Date (m-1).

For further information on the Determination of R (m), see section "A. 9. Reference Price Determination" below.

The Additional Conditional Amount (m) on the respective Observation Date (m) is equal to the Nominal Amount multiplied by (i) the Participation Factor (m) and (ii) the Performance of the Underlying (m).

The Performance of the Underlying (m) is equal to the quotient of (i) the Reference Price on the Observation Date (m) minus the Reference Price on the immediately preceding Observation Date (m) (= R (m-1)) as the numerator and (ii) R (m-1) as the denominator. For the first Observation Date (m), R (m-1) corresponds to R (initial).

If a Maximum Additional Conditional Amount (m) is specified in the relevant Final Terms, the Additional Conditional Amount (m) is not greater than the Maximum Additional Conditional Amount (m).

If a Minimum Additional Conditional Amount (m) is specified in the relevant Final Terms, the Additional Conditional Amount (m) is not lower than the Minimum Additional Conditional Amount (m).

Depending on the Performance of the Underlying (m) and subject to a Minimum Additional Conditional Amount (m), the Additional Conditional Amount (m) may also be equal to zero (0).

### **2.11 Additional Conditional Amount (m) (*Telescope*)**

If an Additional Conditional Amount (m) (*Telescope*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (m) occurs, if R (m) on an Observation Date (m) is equal to or greater than the respective Additional Conditional Amount Payment Level (m).

The Additional Conditional Amount (m) on the respective Observation Date (m) is equal to the Nominal Amount multiplied by (i) the Participation Factor and (ii) the Performance of the Underlying (m).

The Performance of the Underlying (m) is, with respect to an Observation Date (m), equal to the difference between (i) the quotient of R (m), as the numerator, and R (initial), as the denominator, and (ii) the Strike Level, divided by D (m).

For each Observation Date (m), D (m) will be specified in the relevant Final Terms.

If a Maximum Additional Conditional Amount (m) is specified in the relevant Final Terms, the Additional Conditional Amount (m) is not greater than the Maximum Additional Conditional Amount (m).

If a Minimum Additional Conditional Amount (m) is specified in the relevant Final Terms, the Additional Conditional Amount (m) is not lower than the Minimum Additional Conditional Amount (m).

For further information on the Determination of R (m), see section "A. 9. Reference Price Determination" below.

Depending on the Performance of the Underlying (m) and subject to a Minimum Additional Conditional Amount (m), the Additional Conditional Amount (m) may also be equal to zero (0).

### **2.12 Additional Conditional Amount (m) (*Geoscope Barrier*)**

If an Additional Conditional Amount (m) (*Geoscope Barrier*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred and no Barrier Event (*Geoscope*) has occurred on a given Observation Date (m) or on any previous Observation Date (m), an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

- If a Barrier Event (*Geoscope*) has occurred on a given Observation Date (m) or on any previous Observation Date (m) the Rebate Amount will be paid on the respective Additional Conditional Amount Payment Date (m) and on any following Additional Conditional Amount Payment Date (m) regardless whether an Additional Conditional Amount Payment Event (m) has occurred.

With respect to the determination of the Additional Conditional Amount (m) one of the following options may be specified in the relevant Final Terms:

**Option 1:**

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

**Option 2:**

- The Additional Conditional Amount (m) is equal to the Nominal Amount multiplied by Participation Factor (m) and the difference between the Geometric Average Performance of the Underlying (m) and the Strike Level.

In the case of Securities with a Minimum Additional Conditional Amount (m) the Additional Conditional Amount (m) is not lower than the respective Minimum Additional Conditional Amount (m).

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

Additional Conditional Amount Payment Event (m) means that the Geometric Average Performance of the Underlying (m) is greater than the respective Additional Conditional Amount Payment Level (m).

Barrier Event (*Geoscope*) means that the Geometric Average Performance of the Underlying (m) on any Observation Date (m) is equal to or greater than the Barrier Level.

The Geometric Average Performance of the Underlying (m) is the  $n^{\text{th}}$  (when "n" depends on the respective D (m)) root of the Performance of the Underlying (m).

The Performance of the Underlying (m) is the quotient between the Reference Price on the respective Observation Date (m), as the numerator, and R (initial) as denominator.

D (m) and the Rebate Amount (if applicable) are specified on the respective Final Terms.

Depending on the Geometric Average Performance of the Underlying (m) and subject to a Minimum Additional Conditional Amount (m), the Additional Conditional Amount (m) may also be equal to zero (0).

**2.13 Additional Conditional Amount (m) (*Geoscope*)**

If an Additional Conditional Amount (m) (*Geoscope*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

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



In the case of Securities with a Minimum Additional Conditional Amount (m) the Additional Conditional Amount (m) is not lower than the respective Minimum Additional Conditional Amount (m).

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

Additional Conditional Amount Payment Event (m) means that the Geometric Average Performance of the Underlying (m) is greater than the respective Additional Conditional Amount Payment Level (m).

The Geometric Average Performance of the Underlying (m) is the  $n^{\text{th}}$  (when "n" depends on the respective D (m)) root of the Performance of the Underlying (m).

The Performance of the Underlying (m) is the quotient between the Reference Price on the respective Observation Date (m), as the numerator, and R (initial) as denominator.

D (m) is specified on the respective Final Terms.

Depending on the Geometric Average Performance of the Underlying (m) and subject to a Minimum Additional Conditional Amount (m), the Additional Conditional Amount (m) may also be equal to zero (0).

#### **2.14 Additional Conditional Amount (m) (*Upside Accrual*)**

If an Additional Conditional Amount (m) (*Upside Accrual*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

With respect to the determination of an Additional Conditional Amount Payment Event (m) one of the following options may be selected in the relevant Final Terms:

##### **Date-related Observation:**

An Additional Conditional Amount Payment Event (m) occurs, if on an Observation Date (m) R (m) is equal to or greater than the Additional Conditional Amount Payment Level (m).

##### **Daily Observation:**

An Additional Conditional Amount Payment Event (m) occurs, if (i) any Reference Price or (ii) the Reference Rate on any Interest Determination Date is equal to or greater than the Additional Conditional Amount Payment Level (m).

With respect to the determination of an Additional Conditional Amount (m) one of the following options may be specified in the relevant Final Terms:

##### **Fixed Amount:**

The Additional Conditional Amount (m) on the respective Observation Date (m) is equal to the Fixed Amount (m) multiplied by d (m) and divided by D (m).

##### **Variable Amount:**

The Additional Conditional Amount (m) on the respective Observation Date (m) is equal to the Variable Amount (m) multiplied by d (m) and divided by D (m).

"d (m)" means, with respect to an Additional Conditional Amount Observation Period (m), the number of days during the relevant Additional Conditional Amount Observation Period (m) on

which the (i) Reference Price or (ii) the Reference Rate is equal to or greater than the respective Additional Conditional Amount Payment Level (m), as specified in the relevant Final Terms.

"D (m)" means, with respect to an Additional Conditional Amount Observation Period (m), the total number of days of the relevant Additional Conditional Amount Observation Period (m).

If applicable, Variable Amount (m) means, with respect to an Observation Date (m), the Variable Amount (m) as calculated by the Calculation Agent in accordance with the following formula:

**Option 1:**

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

**Option 2:**

Variable Amount (m) = (Nominal Amount x Participation Factor (m) x Performance of the Underlying (m)) - Sum of Additional Conditional Amounts (m), whereas,

Sum of Additional Conditional Amounts (m) means, with respect to an Observation Date (m), the total of Additional Conditional Amounts (m) paid on the preceding Additional Conditional Amount Payment Dates (m).

If a Maximum Variable Amount (m) is specified in the relevant Final Terms, the Variable Amount (m) is not greater than the Maximum Variable Amount (m).

If a Minimum Variable Amount (m) is specified in the relevant Final Terms, the Variable Amount (m) is not lower than the Minimum Variable Amount (m).

The Participation Factor (m) will be specified in the relevant Final Terms and may be different for each Observation Date (m).

With respect to the determination of the Performance of the Underlying (m) one of the following options may be selected in the relevant Final Terms:

**Option 1:**

The Performance of the Underlying (m) is, with respect to an Observation Date (m), equal to (i) the quotient of R (m) as the numerator and the Strike as the denominator minus (ii) the number one (1).

**Option 2:**

The Performance of the Underlying (m) is, with respect to an Observation Date (m), equal to (i) the quotient of the Reference Price on the Observation Date (m) as the numerator and the Strike as the denominator to the power of the fraction of (a) one (1) and (b) the total number of Additional Conditional Amount Payment Dates (m) (= M) less (ii) the number one (1). Expressed as a formula this means:

$$(R (m) / Strike)^{1/M}$$

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

With respect to the determination of an Additional Conditional Amount Payment Event (m) one of the following options may be selected in the relevant Final Terms:

**Option 1:**

An Additional Conditional Amount Payment Event (m) occurs, if on an Observation Date (m) R (m) is equal to or lower than the Additional Conditional Amount Payment Level (m), as specified in the relevant Final Terms.

**Option 2:**

An Additional Conditional Amount Payment Event (m) occurs, if (i) any Reference Price or (ii) the Reference Rate on any Interest Determination Date is equal to or lower than the Additional Conditional Amount Payment Level (m), as specified in the relevant Final Terms.

The Additional Conditional Amount (m) on the respective Observation Date (m) is equal to the Fixed Amount (m) multiplied by d (m) and divided by D (m).

"d (m)" means, with respect to an Additional Conditional Amount Observation Period (m), the number of days during the relevant Additional Conditional Amount Observation Period (m) on which the (i) Reference Price or (ii) the Reference Rate is equal to or lower than the respective Additional Conditional Amount Payment Level (m), as specified in the relevant Final Terms.

"D (m)" means, with respect to an Additional Conditional Amount Observation Period (m), the total number of days of the relevant Additional Conditional Amount Observation Period (m).

Depending on d (m) and subject to a Minimum Additional Conditional Amount (m), the Additional Conditional Amount (m) may also be equal to zero (0).

**2.16 Additional Conditional Amount (m) (Range Accrual)**

If an Additional Conditional Amount (m) (*Range Accrual*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

With respect to the determination of an Additional Conditional Amount Payment Event (m) one of the following options may be selected in the relevant Final Terms:

**Date-related Observation:**

An Additional Conditional Amount Payment Event (m) occurs, if on an Observation Date (m) R (m) is equal to or greater than the Lower Accrual Level (m) and equal to or lower than the Upper Accrual Level (m), as specified in the relevant Final Terms.

**Daily Observation:**

An Additional Conditional Amount Payment Event (m) occurs, if (i) any Reference Price or (ii) the Reference Rate on any Interest Determination Date is equal to or greater than the Lower

Accrual Level (m) and equal to or lower than the Upper Accrual Level (m), as specified in the relevant Final Terms.

With respect to the determination of an Additional Conditional Amount (m) one of the following options may be specified in the relevant Final Terms:

**Fixed Amount:**

The Additional Conditional Amount (m) on the respective Observation Date (m) is equal to the Fixed Amount (m) multiplied by d (m) and divided by D (m).

**Variable Amount:**

The Additional Conditional Amount (m) on the respective Observation Date (m) is equal to the Variable Amount (m) multiplied by d (m) and divided by D (m).

"d (m)" means, with respect to an Additional Conditional Amount Observation Period (m), the number of days during the relevant Additional Conditional Amount Observation Period (m) on which the (i) Reference Price or (ii) the Reference Rate is equal to or greater than the Lower Accrual Level (m) and equal to or lower than the Upper Accrual Level (m), as specified in the relevant Final Terms.

"D (m)" means, with respect to an Additional Conditional Amount Observation Period (m), the total number of days of the relevant Additional Conditional Amount Observation Period (m).

If applicable, Variable Amount (m) means, with respect to an Observation Date (m), the Variable Amount (m) as calculated by the Calculation Agent in accordance with the following formula:

**Option 1:**

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

**Option 2:**

Variable Amount (m) = (Nominal Amount x Participation Factor (m) x Performance of the Underlying (m)) - Sum of Additional Conditional Amounts (m), whereas,

Sum of Additional Conditional Amounts (m) means, with respect to an Observation Date (m), the total of Additional Conditional Amounts (m) paid on the preceding Additional Conditional Amount Payment Dates (m).

If a Maximum Variable Amount (m) is specified in the relevant Final Terms, the Variable Amount (m) is not greater than the Maximum Variable Amount (m).

If a Minimum Variable Amount (m) is specified in the relevant Final Terms, the Variable Amount (m) is not lower than the Minimum Variable Amount (m).

The Participation Factor (m) will be specified in the relevant Final Terms and may be different for each Observation Date (m).

With respect to the determination of the Performance of the Underlying (m) one of the following options may be selected in the relevant Final Terms:

**Option 1:**

The Performance of the Underlying (m) is, with respect to an Observation Date (m), equal to (i) the quotient of R (m) as the numerator and the Strike as the denominator minus (ii) the number one (1).

**Option 2:**

The Performance of the Underlying (m) is, with respect to an Observation Date (m), equal to (i) the quotient of the Reference Price on the Observation Date (m) as the numerator and the Strike as the denominator to the power of the fraction of (a) one (1) and (b) the total

number of Additional Conditional Amount Payment Dates (m) (= M) less (ii) the number one (1). Expressed as a formula this means:

$$(\mathbf{R} (m) / \mathbf{Strike})^{1/M} - 1]$$

For further information on the Determination of R (m), see section "A. 9. Reference Price Determination" below.

Depending on d (m) and the Variable Amount (m) (if applicable), and subject to a Minimum Additional Conditional Amount (m), the Additional Conditional Amount (m) may also be equal to zero (0).

### **3. ADDITIONAL UNCONDITIONAL AMOUNTS**

In accordance with section "A. 1. General Description of the Product Types with Single-Underlying" above, the following Additional Unconditional Amounts may be specified in the relevant Final Terms.

#### **3.1 Additional Unconditional Amount (m) (*Upside Performance*)**

With respect to the determination of the Additional Unconditional Amount (m) one of the following options may be specified in the relevant Final Terms:

An Additional Unconditional Amount (m) will be paid on the respective Additional Unconditional Amount Payment Date (m).

The Additional Unconditional Amount (m) on the respective Observation Date (m) is equal to the Participation Factor (m) multiplied by the Performance of the Underlying (m).

The Participation Factor (m) will be specified in the relevant Final Terms and may be different for each Observation Date (m).

With respect to the determination of the Performance of the Underlying (m) one of the following options may be specified in the relevant Final Terms:

##### **Option 1:**

The Performance of the Underlying (m) is, with respect to an Observation Date (m), equal to the quotient of (i) the Reference Price on the Observation Date (m) minus the Strike as the numerator and (ii) R (initial) as the denominator.

##### **Option 2:**

The Performance of the Underlying (m) is, with respect to an Observation Date (m), equal to the difference of (i) the quotient of the Reference Price on the Observation Date (m) as the numerator and R (initial) as the denominator and (ii) the Strike Level.

##### **Option 3:**

The Performance of the Underlying (m) is, with respect to an Observation Date (m), equal to the difference of (i) the quotient of the Reference Price on the Observation Date (m) as the numerator and the Strike as the denominator and (ii) the number one (1).

##### **Option 4:**

The Performance of the Underlying (m) is, with respect to an Observation Date (m), equal to the quotient of (i) the Reference Price on the Observation Date (m) as the numerator and (ii) R (initial) as the denominator.

If a Maximum Additional Unconditional Amount (m) is specified in the relevant Final Terms, the Additional Unconditional Amount (m) is not greater than the Maximum Additional Unconditional Amount (m).

If a Minimum Additional Unconditional Amount (m) is specified in the relevant Final Terms, the Additional Conditional Amount (m) is not lower than the Minimum Additional Unconditional Amount (m).

For further information on the Determination of R (m), see section "A. 9. Reference Price Determination" below.

Depending on the Performance of the Underlying (m) and subject to a Minimum Additional Unconditional Amount (m), the Additional Unconditional Amount (m) may also be equal to zero (0).

#### **3.2 Additional Unconditional Amount (m) (*Upside Accrual*)**

If an Additional Unconditional Amount (m) (*Upside Accrual*) is specified in the relevant Final Terms, the following applies:

An Additional Unconditional Amount (m) will be paid on the respective Additional Unconditional Amount Payment Date (m).

The Additional Unconditional Amount (m) on the respective Observation Date (m) is equal to the Fixed Amount (m) multiplied by d (m) and divided by D (m).

"d (m)" means, with respect to an Additional Unconditional Amount Observation Period (m), the number of days during the relevant Additional Unconditional Amount Observation Period (m) on which the (i) Reference Price or (ii) the Reference Rate is equal to or lower than the respective Additional Conditional Amount Payment Level (m).

"D (m)" means, with respect to an Additional Unconditional Amount Observation Period (m), the total number of days of the relevant Additional Unconditional Amount Observation Period (m).

Depending on d (m) and subject to a Minimum Additional Unconditional Amount (m), the Additional Unconditional Amount (m) may also be equal to zero (0).

### **3.3 Additional Unconditional Amount (m) (*Downside Accrual*)**

If an Additional Unconditional Amount (m) (*Downside Accrual*) is specified in the relevant Final Terms, the following applies:

An Additional Unconditional Amount (m) will be paid on the respective Additional Unconditional Amount Payment Date (m).

The Additional Unconditional Amount (m) on the respective Observation Date (m) is equal to the Fixed Amount (m) multiplied by d (m) and divided by D (m).

"d (m)" means, with respect to an Additional Unconditional Amount Observation Period (m), the number of days during the relevant Additional Unconditional Amount Observation Period (m) on which the (i) Reference Price or (ii) the Reference Rate is equal to or lower than the respective Additional Unconditional Amount Payment Level (m), as specified in the relevant Final Terms.

"D (m)" means, with respect to an Additional Unconditional Amount Observation Period (m), the total number of days of the relevant Additional Unconditional Amount Observation Period (m).

Depending on d (m) and subject to a Minimum Additional Unconditional Amount (m), the Additional Unconditional Amount (m) may also be equal to zero (0).

### **3.4 Additional Unconditional Amount (m) (*Range Accrual*)**

If an Additional Unconditional Amount (m) (*Range Accrual*) is specified in the relevant Final Terms, the following applies:

An Additional Unconditional Amount (m) will be paid on the respective Additional Unconditional Amount Payment Date (m).

The Additional Unconditional Amount (m) on the respective Observation Date (m) is equal to the Fixed Amount (m) multiplied by d (m) and divided by D (m).

"d (m)" means, with respect to an Additional Unconditional Amount Observation Period (m), the number of days during the relevant Additional Unconditional Amount Observation Period (m) on which the (i) Reference Price or (ii) the Reference Rate is equal to or greater than the Lower Accrual Level (m) and equal to or lower than the Upper Accrual Level (m).

"D (m)" means, with respect to an Additional Unconditional Amount Observation Period (m), the total number of days of the relevant Additional Unconditional Amount Observation Period (m).

### **3.5 Additional Unconditional Amount (l)**

In the case of Securities where an Additional Unconditional Amount (l) is specified in the relevant Final Terms, the Additional Unconditional Amount (l) will be paid.

#### **4. ADDITIONAL FEATURES**

In accordance with section "A. 1. General Description of the Product Types with Single-Underlying" above, the following additional features may be specified in the relevant Final Terms.

##### **4.1 Cap Feature**

In the case of Securities where the Cap Feature is specified in the relevant Final Terms, the Redemption Amount is in no event higher than the Maximum Amount.

##### **4.2 Compo Feature**

In the case of Securities where the Compo Feature is specified in the relevant Final Terms, the development of the applicable FX Exchange Rate will be considered in the formula to determine the Redemption Amount.

##### **4.3 Consolidation Feature**

In the case of Securities where the Consolidation Feature is specified in the relevant Final Terms, the following applies:

On all Additional Conditional Amount Payment Dates (m) following the occurrence of an Additional Conditional Amount Payment Event (m) the respective Additional Conditional Amount (m) shall be paid regardless of whether an Additional Conditional Amount Payment Event (m) has occurred.

##### **4.4 Instalment Payment**

An Instalment Payment may be specified in the relevant Final Terms. If this is the case, the Security Holders are entitled to receive payment of the respective Instalment Amount (f) on each of the Instalment Payment Dates (f), subject to the occurrence of an Early Redemption Event (n), if applicable.

##### **4.5 Lock-in Feature**

In the case of Securities where the Lock-in Feature is specified in the relevant Final Terms, the following applies:

On all Additional Conditional Amount Payment Dates (m) following the occurrence of a Lock-in Event (j) the respective Additional Conditional Amount (m) shall be paid on all following Additional Conditional Amount Payment Dates (m) regardless of whether an Additional Conditional Amount Payment Event (m) has occurred.

*In the case of **Upside Securities**, the following applies:*

A Lock-in Event occurs if R (j) is either (i) equal to or greater than or (ii) greater than the Lock-in Level (j), as specified in the relevant Final Terms.

*In the case of **Downside Securities**, the following applies:*

A Lock-in Event occurs if R (j) is either (i) equal to or lower than or (ii) lower than the Lock-in Level (j), as specified in the relevant Final Terms.

For further information on the determination of R (j) see section "A. 9.3. Determination of R (j)" below.

##### **4.6 Protection Lock-in Feature**

In the case of Securities where the Protection Lock-in Feature is specified in the relevant Final Terms, the following applies:

If a Protection Lock-in Event has occurred in relation to (i) any or (ii) all Protection Lock-in Date(s) (k) as specified in the relevant Final Terms, the following applies, as specified in the relevant Final Terms:



The Floor Level, the Strike Level and/or the Final Strike Level will be equal to the respective Protection Lock-in (k).

The Minimum Amount will be equal to the Nominal Amount multiplied by the respective Protection Lock-in (k).

A Protection Lock-in Event will occur if T (k), on a Protection Lock-in Date (k) is (i) greater than or equal to or (ii) lower than or equal to the Protection (k), as specified in the relevant Final Terms.

If a Protection Lock-in Event has occurred on more than one Protection Lock-in Date (k), it will be taken into consideration only the Protection Lock-in (k) related to the last Protection Lock-in Date (k) on which a Protection Lock-in Event has occurred, if so specified in the relevant Final Terms.

T (k) means the Reference Price on the respective Protection Lock-in Date (k).

## **5. AUTOMATIC EARLY REDEMPTION FEATURE**

In the case of Securities where the Automatic Early Redemption Feature is specified in the relevant Final Terms, the following applies:

If an Early Redemption Event (n) has occurred, the Securities are automatically early redeemed on the immediately following Early Payment Date (n) by payment of the respective Early Redemption Amount (n). The Early Redemption Amount (n) is specified in the respective Final Terms.

The Early Redemption Amount (n) will be equal to or higher than 100% of the Nominal Amount.

With respect to the observation if an Early Redemption Event (n) has occurred, one of the following options may be specified in the relevant Final Terms:

### **5.1 Date-related Early Redemption Observation (Upside)**

In the case of Securities where Date-related Early Redemption Observation (Upside) is specified in the relevant Final Terms, the following applies:

Early Redemption Event (n) means that R (n) is equal to or greater than the Early Redemption Level (n).

For further information on the Determination of R (n), see section "A. 9. Reference Price Determination" below.

### **5.2 Date-related Early Redemption Observation (Downside)**

In the case of Securities where Date-related Early Redemption Observation (Downside) is specified in the relevant Final Terms, the following applies:

Early Redemption Event (n) means that R (n) is equal to or lower than the Early Redemption Level (n).

For further information on the Determination of R (n), see section "A. 9. Reference Price Determination" below.

### **5.3 Average Early Redemption Observation (Upside)**

In the case of Securities where Average Early Redemption Observation (Upside) is specified in the relevant Final Terms, the following applies:

Early Redemption Event (n) means that the equally weighted average of the Reference Prices on the Averaging Observation Dates (n) is equal to or greater than the Early Redemption Level (n).

### **5.4 Average Early Redemption Observation (Downside)**

In the case of Securities where Average Early Redemption Observation (Downside) is specified in the relevant Final Terms, the following applies:

Early Redemption Event (n) means that the equally weighted average of the Reference Prices on the Averaging Observation Dates (n) is equal to or lower than the Early Redemption Level (n).

### **5.5 Daily Early Redemption Observation (Upside)**

In the case of Securities where Daily Early Redemption Observation (Upside) is specified in the relevant Final Terms, the following applies:

Early Redemption Event (n) means that R (n) is equal to or greater than the Early Redemption Level (n).

For further information on the Determination of R (n), see section "A. 9. Reference Price Determination" below.

### **5.6 Daily Early Redemption Observation (Downside)**

In the case of Securities where Daily Early Redemption Observation (Downside) is specified in the relevant Final Terms, the following applies:

Early Redemption Event (n) means that R (n) is equal to or lower than the Early Redemption Level (n).

For further information on the Determination of R (n), see section "A. 9. Reference Price Determination" below.

## **6. BARRIER OBSERVATION**

In accordance with section "A. 1. General Description of the Product Types with Single-Underlying" above, the following barrier observation methods may be specified in the relevant Final Terms.

### **6.1 Final Barrier Observation (Upside)**

In the case of Securities where Final Barrier Observation (Upside) is specified in the relevant Final Terms, the following applies:

Barrier Event means that R (final) is either (i) equal to or lower, or (ii) lower than the Barrier, as specified in the relevant Final Terms.

### **6.2 Final Barrier Observation (Downside)**

In the case of Securities where Final Barrier Observation (Downside) is specified in the relevant Final Terms, the following applies:

Barrier Event means that R (final) is either (i) equal to or greater, or (ii) greater than the Barrier, as specified in the relevant Final Terms.

### **6.3 Date-related Barrier Observation (Upside)**

In the case of Securities where Date-related Barrier Observation (Upside) is specified in the relevant Final Terms, the following applies:

Barrier Event means that the Reference Price on any Barrier Observation Date is either (i) equal to or lower, or (ii) lower than the Barrier, as specified in the relevant Final Terms.

### **6.4 Date-related Barrier Observation (Downside)**

In the case of Securities where Date-related Barrier Observation (Downside) is specified in the relevant Final Terms, the following applies:

Barrier Event means that the Reference Price on any Barrier Observation Date is either (i) equal to or greater, or (ii) greater than the Barrier, as specified in the relevant Final Terms.

### **6.5 Daily Barrier Observation (Upside)**

In the case of Securities where Daily Barrier Observation (Upside) is specified in the relevant Final Terms, the following applies:

Barrier Event means that any Reference Price, as the case may be, is either (i) equal to or lower, or (ii) lower than the Barrier during the Barrier Observation Period, as specified in the relevant Final Terms.

### **6.6 Daily Barrier Observation (Downside)**

In the case of Securities where Daily Barrier Observation (Downside) is specified in the relevant Final Terms, the following applies:

Barrier Event means that any Reference Price, as the case may be, is either (i) equal to or greater, or (ii) greater than the Barrier during the Barrier Observation Period, as specified in the relevant Final Terms.

### **6.7 Continuous Barrier Observation (Upside)**

In the case of Securities where Continuous Barrier Observation (Upside) is specified in the relevant Final Terms, the following applies:

Barrier Event means that any published price or rate of the Underlying, as the case may be, is either (i) equal to or lower, or (ii) lower than the Barrier during the Barrier Observation Period in the case of continuous observation, as specified in the relevant Final Terms.

### **6.8 Continuous Barrier Observation (Downside)**

In the case of Securities where Continuous Barrier Observation (Downside) is specified in the relevant Final Terms, the following applies:

Barrier Event means that any published price or rate of the Underlying, as the case may be, is either (i) equal to or greater, or (ii) greater than the Barrier during the Barrier Observation Period in the case of continuous observation, as specified in the relevant Final Terms.

**6.9 Final Barrier Observation (Upside Reference Rate)**

In the case of Securities where Final Barrier Observation (Upside Reference Rate) is specified in the relevant Final Terms, the following applies:

Barrier Event means that the Reference Rate on the Final Observation Date is either (i) equal to or lower, or (ii) lower than the Barrier, as specified in the relevant Final Terms.

**6.10 Final Barrier Observation (Downside Reference Rate)**

In the case of Securities where Final Barrier Observation (Downside Reference Rate) is specified in the relevant Final Terms, the following applies:

Barrier Event means that the Reference Rate is either (i) equal to or greater, or (ii) greater than the Reference Rate Barrier, as specified in the relevant Final Terms.

## **7. INTEREST**

### **7.1 Fixed Interest Rate**

The Securities may be interest-bearing at a fixed Interest Rate, if so specified in the relevant Final Terms. The specified Interest Rate may be equal or different for each Interest Period.

### **7.2 Floating Interest Rate**

#### **Option 1 (Floater):**

The Securities may be interest-bearing at a floating Interest Rate, if so specified in the relevant Final Terms. The Interest Rate depends on the Reference Rate as determined on each Interest Determination Date. A Factor, a Positive Spread and/or a Negative Spread may be applied to the floating Interest Rate.

#### **Option 2 (Spread Floater):**

The Securities may be interest-bearing at a Spread between two Reference Rates, if so specified in the relevant Final Terms. In this case, the Interest Rate depends on the difference of the Reference Rate<sub>1</sub> and the Reference Rate<sub>2</sub> as determined on each Interest Determination Date. A Factor, a Positive Spread and/or a Negative Spread may be applied to the Interest Rate.

#### **Minimum Interest Rate**

The Interest Rate may be subject to a Minimum Interest Rate, if so specified in the relevant Final Terms.

#### **Maximum Interest Rate**

The Interest Rate may be subject to a Maximum Interest Rate, if so specified in the relevant Final Terms.

### **7.3 Digital Interest Rate**

#### **Option 1 (Digital Upside):**

The Securities may be interest-bearing at a digital Interest Rate. The Interest Rate depends on the Reference Rate. If, with respect to an Interest Period, the Reference Rate, as determined on each Interest Determination Date, is (i) greater than or equal to or (ii) greater than the Interest Rate Threshold, as specified in the relevant Final Terms, the Fixed Interest Rate<sub>1</sub> will apply with respect to the relevant Interest Period. Otherwise the Fixed Interest Rate<sub>2</sub> will apply. The Fixed Interest Rate<sub>2</sub> may be very low or even equal to zero (0), as specified in the relevant Final Terms.

#### **Option 2 (Digital Downside):**

The Securities may be interest-bearing at a digital Interest Rate. The Interest Rate depends on the Reference Rate. If, with respect to an Interest Period, the Reference Rate, as determined on each Interest Determination Date, is (i) lower than or equal to or (ii) lower than the Interest Rate Threshold, as specified in the relevant Final Terms, the Fixed Interest Rate<sub>1</sub> will apply with respect to the relevant Interest Period. Otherwise the Fixed Interest Rate<sub>2</sub> will apply. The Fixed Interest Rate<sub>2</sub> may be very low or even equal to zero (0), as specified in the relevant Final Terms.

### **7.4 Interest Amount**

The respective Interest Amount will be calculated under consideration of the respective Interest Rate and the Day Count Fraction, as specified in the relevant Final Terms.

The respective Interest Amount falls due for payment on the relevant Interest Payment Date.

## **8. PERFORMANCE DETERMINATION**

### **8.1 Performance of the Underlying**

In accordance with section "A. 1. General Description of the Product Types with Single-Underlying" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of the Performance of the Underlying:

#### **Option 1:**

Performance of the Underlying means  $R$  (final) divided by  $R$  (initial).

#### **Option 2:**

Performance of the Underlying means  $R$  (final) divided by the Final Strike.

#### **Option 3:**

Performance of the Underlying means the difference of (i) the quotient of  $R$  (final) as the numerator and  $R$  (initial) as the denominator and (ii) the Final Strike Level.

#### **Option 4:**

Performance of the Underlying means (i) the difference of  $R$  (final) and the Final Strike (ii) divided by the Final Strike.

### **8.2 Downside Performance of the Underlying**

Where applicable, one of the following options may be specified in the relevant Final Terms with respect to the determination of the Downside Performance of the Underlying:

#### **Option 1:**

Downside Performance of the Underlying means the difference of (i) the number two (2) and (ii)  $R$  (final) divided by the  $R$  (initial).

#### **Option 2:**

Downside Performance of the Underlying means (i) the difference of the number two (2) and  $R$  (final) (ii) divided by the Final Strike.

#### **Option 3:**

Downside Performance of the Underlying means the difference of (i) the Final Strike Level and (ii)  $R$  (final) divided by  $R$  (initial).

#### **Option 4:**

Downside Performance of the Underlying means (i) the difference of the Final Strike and  $R$  (final) (ii) divided by the Final Strike.

## 9. REFERENCE PRICE DETERMINATION

### 9.1 Determination of the Initial Reference Price

In accordance with section "A. 1. General Description of the Product Types with Single-Underlying" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of the Initial Reference Price (= R (initial)):

(a) *Initial Reference Price Specification:*

R (initial) means R (initial), as specified in the respective Final Terms.

(b) *Initial Reference Price Observation:*

With respect to the Initial Reference Price Observation, one of the following Options may be specified in the relevant Final Terms:

**Option 1:**

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

**Option 2:**

R (initial) means the value of the product of the Reference Price and the Reference Price Adjustment Factor on the Initial Observation Date.

(c) *Initial Average Observation:*

With respect to the Initial Average Observation, one of the following Options may be specified in the relevant Final Terms:

**Option 1:**

R (initial) means the equally weighted average (arithmetic average) of the Reference Prices determined on the Initial Observation Dates.

**Option 2:**

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

(d) *Best-in Observation (Upside):*

With respect to the Best-in Observation (Upside), one of the following Options may be specified in the relevant Final Terms:

**Option 1:**

R (initial) means the highest Reference Price on the dates or the period specified in the respective Final Terms.

**Option 2:**

R (initial) means the highest value of the product of the Reference Price and the Reference Price Adjustment Factor during the Best-in Period.

(e) *Best-in Observation (Downside):*

With respect to the Best-in Observation (Downside), one of the following Options may be specified in the relevant Final Terms:

**Option 1:**

R (initial) means the lowest Reference Price on the dates or the period specified in the respective Final Terms.

**Option 2:**



R (initial) means the lowest value of the product of the Reference Price and the Reference Price Adjustment Factor during the Best-in Period.

(f) *Worst-in Observation (Upside):*

With respect to the Worst-in Observation (Upside), one of the following Options may be specified in the relevant Final Terms:

**Option 1:**

R (initial) means the lowest Reference Price on the dates or the period specified in the respective Final Terms.

**Option 2:**

R (initial) means the lowest value of the product of the Reference Price and the Reference Price Adjustment Factor during the Worst-in Period.

(g) *Worst-in Observation (Downside):*

With respect to the Worst-in Observation (Downside), one of the following Options may be specified in the relevant Final Terms:

**Option 1:**

R (initial) means the highest Reference Price on the dates or the period specified in the respective Final Terms.

**Option 2:**

R (initial) means the highest value of the product of the Reference Price and the Reference Price Adjustment Factor during the Worst-in Period.

## 9.2 Determination of the Final Reference Price

In accordance with section "1. General Description of the Product Types with Single-Underlying" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of the Final Reference Price (= R (final)):

(a) *Final Reference Price Observation:*

With respect to the Final Reference Price Observation, one of the following Options may be specified in the relevant Final Terms:

**Option 1:**

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

**Option 2:**

R (final) means the value of the product of the Reference Price and the Reference Price Adjustment Factor on the Final Observation Date.

(b) *Final Average Observation:*

With respect to the Final Average Observation, one of the following Options may be specified in the relevant Final Terms:

**Option 1:**

R (final) means the equally weighted average (arithmetic average) of the Reference Prices determined on the Final Observation Dates.

**Option 2:**

R (final) means the equally weighted average (arithmetic average) of the products of Reference Prices and Reference Price Adjustment Factors, determined on the Final Observation Dates.

(c) *Best-out Observation (Upside):*

With respect to the Best-out Observation (Upside), one of the following Options may be specified in the relevant Final Terms:

**Option 1:**

R (final) means the highest Reference Price on the dates or the period specified in the respective Final Terms.

**Option 2:**

R (final) means the highest value of the product of the Reference Price and the Reference Price Adjustment Factor during the Best-out Period.

(d) *Best-out Observation (Downside):*

With respect to the Best-out Observation (Downside), one of the following Options may be specified in the relevant Final Terms:

**Option 1:**

R (final) means the lowest Reference Price on the dates or the period specified in the respective Final Terms.

**Option 2:**

R (final) means the lowest value of the product of the Reference Price and the Reference Price Adjustment Factor during the Best-out Period.

(e) *Worst-out Observation (Upside):*

With respect to the Worst-out Observation (Upside), one of the following Options may be specified in the relevant Final Terms:

**Option 1:**

R (final) means the lowest Reference Price on the dates or the period specified in the respective Final Terms.

**Option 2:**

R (final) means the lowest value of the product of the Reference Price and the Reference Price Adjustment Factor during the Worst-out Period.

(f) *Worst-out Observation (Downside):*

With respect to the Worst-out Observation (Downside), one of the following Options may be specified in the relevant Final Terms:

**Option 1:**

R (final) means the highest Reference Price on the dates or the period specified in the respective Final Terms.

**Option 2:**

R (final) means the highest value of the product of the Reference Price and the Reference Price Adjustment Factor during the Worst-out Period.

**9.3 Determination of R (j)**

R (j) means, with respect to a Lock-in Observation Date (j), the Reference Price on the respective Lock-in Observation Date (j).]

**9.4 Determination of R (m)**

In accordance with section "1. General Description of the Product Types with Single-Underlying" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of R (m):

(a) *Reference Price Observation:*

With respect to the determination of R (m) one of the following options may be specified in the relevant Final Terms:

**Option 1:**

R (m) means the Reference Price on the relevant Observation Date (m).

**Option 2:**

R (m) means the Reference Rate on the relevant Observation Date (m).

**Option 3:**

R (m) means the difference of the Reference Rate<sub>1</sub> and the Reference Rate<sub>2</sub> on the relevant Observation Date (m).

For further information on the Reference Rate see section "*General Information on the Securities*" – "*Features of the Securities*" – "*Reference Rate*" above.

(b) *Average Observation:*

R (m) means, with respect to an Observation Date (m), the equally weighted average of the Reference Prices on the Averaging Observation Dates (m).

**9.5 Determination of R (n)**

In accordance with section "1. General Description of the Product Types with Single-Underlying" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of R (n):

(a) *Reference Price Observation:*

R (n) means the Reference Price on the relevant Observation Date (n).

(b) *Average Observation:*

R (n) means, with respect to an Observation Date (n), the equally weighted average of the Reference Prices on the Averaging Observation Dates (n).

**9.6 Reference Price Adjustment Factor**

***Reference Price Adjustment Factor***

The respective Final Terms may provide for the usage of a Reference Price Adjustment Factor. The Reference Price Adjustment Factor is a factor determined by the Calculation Agent. Its purpose is to take into account distributions made by the Underlying (after deduction of tax or other duties, retention, deductions or other charges) when calculating the Redemption Amount.

## **B. BASKET-LINKED SECURITIES**

### **1. GENERAL DESCRIPTION OF THE PRODUCT TYPES OF BASKET-LINKED SECURITIES**

#### **1.1 Product Type 20: Garant Cash Collect Securities with Multi-Underlying**

##### *General*

The Underlying of the Securities is a Basket consisting of the Basket Components<sub>i</sub>. In this context, the Securities may be issued as (i) Securities with Basket Performance Determination, (ii) Securities with Best-of Performance Determination or (iii) Securities with Worst-of Performance Determination (see section "B. 6. Performance Determination" below).

In the case of Securities with Basket Performance Determination, the value of the Securities during their term depends decisively on the performance of the Underlying. The performance of the Underlying will be calculated as the sum of the performances of the Basket Components<sub>i</sub>, which are taken into account according to their Weightings<sub>i</sub>. The value of the Securities regularly rises, if the performance of the Underlying rises and regularly falls, if the performance of the Underlying falls.

In the case of Securities with Best-of Performance Determination, the value of the Securities during their term depends decisively on the performance of the Basket Component<sub>i</sub> with the best performance. The value of the Securities regularly rises, if the price of Basket Component<sub>i</sub> with the best performance rises and regularly falls, if the price of the Basket Component<sub>i</sub> with the best performance falls.

In the case of Securities with Worst-of Performance Determination, the value of the Securities during their term depends decisively on the performance of the Basket Component<sub>i</sub> with the worst performance. The value of the Securities regularly rises, if the price of Basket Component<sub>i</sub> with the worst performance rises and regularly falls, if the price of the Basket Component<sub>i</sub> with the worst performance falls.

##### *Interest*

The Securities do not bear interest.

##### *Additional Conditional Amount*

One of the following options will be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Upside Coupon*);
- Additional Conditional Amount (m) (*Downside Coupon*);
- Additional Conditional Amount (m) (*Range Coupon*);
- Additional Conditional Amount (m) (*Digital Coupon*);
- Additional Conditional Amount (m) (*Upside Memory*);
- Additional Conditional Amount (m) (*Downside Memory*);
- Additional Conditional Amount (m) (*Step-up Memory*); or
- Additional Conditional Amount (m) (*Telescope*).

For further information on the Additional Conditional Amounts, see section "B. 2. Additional Conditional Amounts" below.

##### *Additional Unconditional Amount*

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Upside Performance*);
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "B. 3. Additional Unconditional Amounts" below.

#### ***Automatic Early Redemption***

The Automatic Early Redemption Feature may be specified in the relevant Final Terms. For further information on the Automatic Early Redemption Feature, see section "B. 5. Automatic Early Redemption Feature" below.

#### ***Redemption***

If no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following automatic exercise on the Exercise Date.

At the Final Payment Date the Redemption Amount is equal to the Minimum Amount.

#### ***Reference Price Determination***

With respect to the determination of the Final Reference Price (=  $K_i$  (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Upside)
- Worst-in Observation (Upside)

For further information on the Reference Price Determination, see section "B. 7. Reference Price Determination" below.

#### ***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

#### ***Conversion Event***

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

#### ***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

#### ***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Consolidation Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "B. 4. Additional Features" below.

## 1.2 Product Type 21: Garant Performance Securities with Multi-Underling

### *General*

The Underlying of the Securities is a Basket consisting of the Basket Components<sub>i</sub>. In this context, the Securities may be issued as (i) Securities with Basket Performance Determination, (ii) Securities with Best-of Performance Determination or (iii) Securities with Worst-of Performance Determination (see section "B. 6. Performance Determination" below).

In the case of Securities with Basket Performance Determination, the value of the Securities during their term depends decisively on the performance of the Underlying. The performance of the Underlying will be calculated as the sum of the performances of the Basket Components<sub>i</sub>, which are taken into account according to their Weightings<sub>i</sub>. The value of the Securities regularly rises, if the performance of the Underlying rises and regularly falls, if the performance of the Underlying falls.

In the case of Securities with Best-of Performance Determination, the value of the Securities during their term depends decisively on the performance of the Basket Component<sub>i</sub> with the best performance. The value of the Securities regularly rises, if the price of Basket Component<sub>i</sub> with the best performance rises and regularly falls, if the price of the Basket Component<sub>i</sub> with the best performance falls.

In the case of Securities with Worst-of Performance Determination, the value of the Securities during their term depends decisively on the performance of the Basket Component<sub>i</sub> with the worst performance. The value of the Securities regularly rises, if the price of Basket Component<sub>i</sub> with the worst performance rises and regularly falls, if the price of the Basket Component<sub>i</sub> with the worst performance falls.

### *Interest*

The Securities do not bear interest.

### *Additional Conditional Amount*

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Upside Coupon*);
- Additional Conditional Amount (m) (*Range Coupon*);
- Additional Conditional Amount (m) (*Digital Coupon*);
- Additional Conditional Amount (m) (*Upside Memory*);
- Additional Conditional Amount (m) (*Step-up Memory*); or
- Additional Conditional Amount (m) (*Telescope*).

For further information on the Additional Conditional Amounts, see section "B. 2. Additional Conditional Amounts" below.

### *Additional Unconditional Amount*

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Upside Performance*);
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "B. 3. Additional Unconditional Amounts" below.

### *Automatic Early Redemption*

The Automatic Early Redemption Feature may be specified in the relevant Final Terms. For further information on the Automatic Early Redemption Feature, see section "B. 5. Automatic Early Redemption Feature" below.

### ***Redemption***

If no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following automatic exercise on the Exercise Date.

At the Final Payment Date the Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) the Floor Level and (ii) the difference, multiplied by the Final Participation Factor, between the Relevant Performance (final) and the Final Strike Level. The Redemption Amount is not lower than the Minimum Amount.

### ***Performance Determination***

In the case of Securities with Basket Performance Determination, the Relevant Performance (final) corresponds to the Performance of the Underlying (final).

In the case of Securities with Best-of Performance Determination, the Relevant Performance (final) corresponds to the Best Performance (final).

In the case of Securities with Worst-of Performance Determination, the Relevant Performance (final) corresponds to the Worst Performance (final).

For further information on the Performance Determination see section "B. 6. Performance Determination" below.

### ***Reference Price Determination***

With respect to the determination of the Final Reference Price (=  $K_i$  (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Upside)
- Worst-in Observation (Upside)

With respect to the determination of the Final Reference Price (=  $K_i$  (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Upside)
- Worst-out Observation (Upside)

For further information on the Reference Price Determination, see section "B. 7. Reference Price Determination" below.

### ***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

### ***Conversion Event***

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

### ***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

### ***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Cap Feature
- Consolidation Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "B. 4. Additional Features" below.



### **1.3 Product Type 22: Protection Garant Securities with Multi-Underling**

#### ***General***

The Underlying of the Securities is a Basket consisting of the Basket Components<sub>i</sub>. In this context, the Securities may be issued as (i) Securities with Basket Performance Determination, (ii) Securities with Best-of Performance Determination or (iii) Securities with Worst-of Performance Determination (see section "B. 6. Performance Determination" below).

In the case of Securities with Basket Performance Determination, the value of the Securities during their term depends decisively on the performance of the Underlying. The performance of the Underlying will be calculated as the sum of the performances of the Basket Components<sub>i</sub>, which are taken into account according to their Weightings<sub>i</sub>. The value of the Securities regularly rises, if the performance of the Underlying rises and regularly falls, if the performance of the Underlying falls.

In the case of Securities with Best-of Performance Determination, the value of the Securities during their term depends decisively on the performance of the Basket Component<sub>i</sub> with the best performance. The value of the Securities regularly rises, if the price of Basket Component<sub>i</sub> with the best performance rises and regularly falls, if the price of the Basket Component<sub>i</sub> with the best performance falls.

In the case of Securities with Worst-of Performance Determination, the value of the Securities during their term depends decisively on the performance of the Basket Component<sub>i</sub> with the worst performance. The value of the Securities regularly rises, if the price of Basket Component<sub>i</sub> with the worst performance rises and regularly falls, if the price of the Basket Component<sub>i</sub> with the worst performance falls.

#### ***Interest***

The Securities do not bear interest.

#### ***Additional Conditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Upside Coupon*);
- Additional Conditional Amount (m) (*Range Coupon*);
- Additional Conditional Amount (m) (*Digital Coupon*);
- Additional Conditional Amount (m) (*Upside Memory*);
- Additional Conditional Amount (m) (*Step-up Memory*); or
- Additional Conditional Amount (m) (*Telescope*).

For further information on the Additional Conditional Amounts, see section "B. 2. Additional Conditional Amounts" below.

#### ***Additional Unconditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Upside Performance*);
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "B. 3. Additional Unconditional Amounts" below.

#### ***Automatic Early Redemption***

The Automatic Early Redemption Feature may be specified in the relevant Final Terms. For further information on the Automatic Early Redemption Feature, see section "B. 5. Automatic Early Redemption Feature" below.

### ***Redemption***

If no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following automatic exercise on the Exercise Date.

At the Final Payment Date the Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) the Floor Level and (ii) the Relevant Performance (final) multiplied by the Final Participation Factor. The Redemption Amount is not lower than the Minimum Amount.

### ***Performance Determination***

In the case of Securities with Basket Performance Determination, the Relevant Performance (final) corresponds to the Performance of the Underlying (final).

In the case of Securities with Best-of Performance Determination, the Relevant Performance (final) corresponds to the Best Performance (final).

In the case of Securities with Worst-of Performance Determination, the Relevant Performance (final) corresponds to the Worst Performance (final).

For further information on the Performance Determination see section "B. 6. Performance Determination" below.

### ***Reference Price Determination***

With respect to the determination of the Final Reference Price (=  $K_i$  (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Upside)
- Worst-in Observation (Upside)

With respect to the determination of the Final Reference Price (=  $K_i$  (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Upside)
- Worst-out Observation (Upside)

For further information on the Reference Price Determination, see section "B. 7. Reference Price Determination" below.

### ***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

### ***Conversion Event***

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

### ***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

### ***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Cap Feature
- Consolidation Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "B. 4. Additional Features" below.

## **1.4 Product Type 23: Downside Protection Garant Securities with Multi-Underling**

### ***General***

The Underlying of the Securities is a Basket consisting of the Basket Components<sub>i</sub>. In this context, the Securities may be issued as (i) Securities with Basket Downside Performance Determination, (ii) Securities with Best-of Performance Determination or (iii) Securities with Worst-of Performance Determination (see section "B. 6. Performance Determination" below).

In the case of Securities with Basket Downside Performance Determination, the value of the Securities during their term depends decisively on the performance of the Underlying. The performance of the Underlying will be calculated as the sum of the downside performances of the Basket Components<sub>i</sub>, which are taken into account according to their Weightings<sub>i</sub>. The value of the Securities regularly rises, if the performance of the Underlying falls and regularly falls, if the performance of the Underlying rises.

In the case of Securities with Best-of Performance Determination, the value of the Securities during their term depends decisively on the performance of the Basket Component<sub>i</sub> with the best performance. The value of the Securities regularly rises, if the price of Basket Component<sub>i</sub> with the best performance falls and regularly falls, if the price of the Basket Component<sub>i</sub> with the best performance rises.

In the case of Securities with Worst-of Performance Determination, the value of the Securities during their term depends decisively on the performance of the Basket Component<sub>i</sub> with the worst performance. The value of the Securities regularly rises, if the price of Basket Component<sub>i</sub> with the worst performance falls and regularly falls, if the price of the Basket Component<sub>i</sub> with the worst performance rises.

### ***Interest***

The Securities do not bear interest.

### ***Additional Unconditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (I).

For further information on the Additional Unconditional Amounts, see section "B. 3. Additional Unconditional Amounts" below.

### ***Automatic Early Redemption***

The Automatic Early Redemption Feature may be specified in the relevant Final Terms. For further information on the Automatic Early Redemption Feature, see section "B. 5. Automatic Early Redemption Feature" below.

### ***Redemption***

If no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following automatic exercise on the Exercise Date.

At the Final Payment Date the Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) the Floor Level and (ii) the Relevant Performance (final) multiplied by the Final Participation Factor. The Redemption Amount is not lower than the Minimum Amount.

### ***Performance Determination***

In the case of Securities with Basket Downside Performance Determination, the Relevant Performance (final) corresponds to the Downside Performance of the Underlying (final).

In the case of Securities with Best-of Performance Determination, the Relevant Performance (final) corresponds to the Best Performance (final).

In the case of Securities with Worst-of Performance Determination, the Relevant Performance (final) corresponds to the Worst Performance (final).

For further information on the Performance Determination see section "B. 6. Performance Determination" below.

### ***Reference Price Determination***

With respect to the determination of the Final Reference Price (=  $K_i$  (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Downside)
- Worst-in Observation (Downside)

With respect to the determination of the Final Reference Price (=  $K_i$  (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Downside)
- Worst-out Observation (Downside)

For further information on the Reference Price Determination, see section "B. 7. Reference Price Determination" below.

### ***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

### ***Conversion Event***

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

### ***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

### ***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Cap Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "B. 4. Additional Features" below.

## **1.5 Product Type 24: Garant Barrier Securities with Multi-Underlying**

### ***General***

The Underlying of the Securities is a Basket consisting of the Basket Components<sub>i</sub>. In this context, the Securities may be issued as (i) Securities with Basket Performance Determination, (ii) Securities with Best-of Performance Determination or (iii) Securities with Worst-of Performance Determination (see section "B. 6. Performance Determination" below).

In the case of Securities with Basket Performance Determination, the value of the Securities during their term depends decisively on the performance of the Underlying. The performance of the Underlying will be calculated as the sum of the performances of the Basket Components<sub>i</sub>, which are taken into account according to their Weightings<sub>i</sub>. The value of the Securities regularly rises, if the performance of the Underlying rises and regularly falls, if the performance of the Underlying falls.

In the case of Securities with Best-of Performance Determination, the value of the Securities during their term depends decisively on the performance of the Basket Component<sub>i</sub> with the best performance. The value of the Securities regularly rises, if the price of Basket Component<sub>i</sub> with the best performance rises and regularly falls, if the price of the Basket Component<sub>i</sub> with the best performance falls.

In the case of Securities with Worst-of Performance Determination, the value of the Securities during their term depends decisively on the performance of the Basket Component<sub>i</sub> with the worst performance. The value of the Securities regularly rises, if the price of Basket Component<sub>i</sub> with the worst performance rises and regularly falls, if the price of the Basket Component<sub>i</sub> with the worst performance falls.

### ***Interest***

The Securities do not bear interest.

### ***Additional Conditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Upside Coupon*);
- Additional Conditional Amount (m) (*Range Coupon*);
- Additional Conditional Amount (m) (*Digital Coupon*);
- Additional Conditional Amount (m) (*Upside Memory*);
- Additional Conditional Amount (m) (*Step-up Memory*); or
- Additional Conditional Amount (m) (*Telescope*).

For further information on the Additional Conditional Amounts, see section "B. 2. Additional Conditional Amounts" below.

### ***Additional Unconditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (m) (*Upside Performance*);
- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "B. 3. Additional Unconditional Amounts" below.

### ***Automatic Early Redemption***

The Automatic Early Redemption Feature may be specified in the relevant Final Terms. For further information on the Automatic Early Redemption Feature, see section "B. 5. Automatic Early Redemption Feature" below.

### ***Redemption***

If no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following automatic exercise on the Exercise Date.

At the Final Payment Date the Redemption Amount depends on the occurrence of a Barrier Event.

If no Barrier Event has occurred, one of the following options may be specified in the relevant Final Terms:

*In the case of **Option 1**, the following applies:*

The Redemption Amount is equal to the Maximum Amount.

*In the case of **Option 2**, the following applies:*

The Redemption Amount is equal to the Nominal Amount.

*In the case of **Option 3**, the following applies:*

The Redemption Amount is equal to the Adjusted Nominal Amount.

If a Barrier Event has occurred, one of the following options may be specified in the relevant Final Terms:

*In the case of **Option 4**, the following applies:*

The Redemption Amount is equal to the Nominal Amount multiplied by the Relevant Performance (final) divided by the Strike Level. However, the Redemption Amount is not greater than the Nominal Amount and not lower than the Minimum Amount.

*In the case of **Option 5**, the following applies:*

The Redemption Amount is equal to the Adjusted Nominal Amount multiplied by the Relevant Performance (final) divided by the Strike Level. However, the Redemption Amount is not greater than the Adjusted Nominal Amount.

*In the case of **Option 6**, the following applies:*

The Redemption Amount is equal to the Nominal Amount multiplied by the sum of (i) the Floor Level and (ii) the product of (a) the Final Participation Factor and (b) the Relevant Performance (final). However, the Redemption Amount is not greater than the Nominal Amount and not lower than the Minimum Amount.

A Barrier Event occurs, if the Relevant Performance (b) is lower than the Barrier Level<sub>i</sub>.

### ***Performance Determination***

In the case of Securities with Basket Performance Determination, the Relevant Performance (b) corresponds to the Performance of the Underlying (b) and the Relevant Performance (final) corresponds to the Performance of the Underlying (final).

In the case of Securities with Best-of Performance Determination, the Relevant Performance (b) corresponds to the Best Performance (b) and the Relevant Performance (final) corresponds to the Best Performance (final).

In the case of Securities with Worst-of Performance Determination, the Relevant Performance (b) corresponds to the Worst Performance (b) and the Relevant Performance (final) corresponds to the Worst Performance (final).

For further information on the Performance Determination see section "B. 6. Performance Determination" below.

### ***Reference Price Determination***

With respect to the determination of the Final Reference Price (=  $K_i$  (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Upside)
- Worst-in Observation (Upside)

With respect to the determination of the Final Reference Price (=  $K_i$  (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Upside)
- Worst-out Observation (Upside)

For further information on the Reference Price Determination, see section "B. 7. Reference Price Determination" below.

***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

***Conversion Event***

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

***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Consolidation Feature
- Instalment Payment (only in the case of Options 3 and 5)
- Protection Lock-in Feature

For further information on the additional features, please see section "B. 4. Additional Features" below.



## 1.6 Product Type 25: Garant Rainbow Securities with Multi-Underling

### *General*

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

Redemption payment on the Final Payment Date depends on the Performance of the Underlying. The Underlying is a basket consisting of several Basket Components. The weighting of each Basket Component depends on its performance: the highest weighting is allocated to the Basket Component with the best performance, the second-highest weighting to the Basket Component with the second-best performance, and so on.

The redemption payment is at least equal to the Minimum Amount.

### *Interest*

The Securities do not bear interest.

### *Additional Unconditional Amount*

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (I).

For further information on the Additional Unconditional Amounts, see section "B. 3. Additional Unconditional Amounts" below.

### *Redemption*

If no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following automatic exercise on the Exercise Date.

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

The Redemption Amount is not lower than the Minimum Amount.

### *Performance Determination*

The Performance of the Underlying is the sum of the Performances of the Basket Components<sub>*i* best</sub>.

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

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

### *Reference Price Determination*

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

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

With respect to the determination of the Final Reference Price (=  $K_i(\text{initial})$ ), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Upside)
- Worst-in Observation (Upside)

With respect to the determination of the Final Reference Price (=  $K_i$  (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Upside)
- Worst-out Observation (Upside)

For further information on the Reference Price Determination, see section "B. 7. Reference Price Determination" below.

***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

***Conversion Event***

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

***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Cap Feature
- Protection Lock-in Feature

For further information on the additional features, please see section "B. 4. Additional Features" below.

## **1.7 Product Type 26: Garant Dispersion Securities with Multi-Underling**

### ***General***

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

Redemption payment on the Final Payment Date depends on the Dispersion of the Basket Components which are taken into account according to their Weightings<sub>i</sub> (=  $W_i$ ).

The redemption payment is at least equal to the Minimum Amount.

### ***Interest***

The Securities may be interest-bearing at a fixed Interest Rate, if so specified in the relevant Final Terms. The specified Interest Rate may be equal or different for each Interest Period.

### ***Additional Unconditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (1).

For further information on the Additional Unconditional Amounts, see section "B. 3. Additional Unconditional Amounts" below.

### ***Redemption***

If no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following automatic exercise on the Exercise Date.

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

Dispersion of the Underlying means the sum of the Dispersion of the Basket Components<sub>i</sub>, which are taken into account according to their Weightings<sub>i</sub> (=  $W_i$ ).

Dispersion of the Basket Component<sub>i</sub> means, with respect to the Basket Component<sub>i</sub>, the absolute value of the difference between the Performance of the Basket Component<sub>i</sub> and the Performance of the Underlying.

### ***Performance Determination***

The Performance of the Basket Component<sub>i</sub> is, with respect to the Basket Component<sub>i</sub>, equal to  $K_i$  (final) divided by  $K_i$  (initial).

Performance of the Underlying means the sum of the Performances of the Basket Components<sub>i</sub> which are taken into account according to their Weightings<sub>i</sub> (=  $W_i$ ).

### ***Reference Price Determination***

With respect to the determination of the Final Reference Price (=  $K_i$  (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Upside)
- Worst-in Observation (Upside)

With respect to the determination of the Final Reference Price (=  $K_i$  (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Upside)
- Worst-out Observation (Upside)

For further information on the Reference Price Determination, see section "B. 7. Reference Price Determination" below.

***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

***Conversion Event***

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

***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Cap Feature

For further information on the additional features, please see section "B. 4. Additional Features" below.

## **1.8 Product Type 27: Garant Barrier Reverse Convertible Securities with Multi-Underlying**

### ***General***

The Underlying of the Securities is a Basket consisting of the Basket Components<sub>i</sub>. In this context, the Securities may be issued as (i) Securities with Basket Performance Determination, (ii) Securities with Best-of Performance Determination or (iii) Securities with Worst-of Performance Determination (see section "B. 6. Performance Determination" below).

In the case of Securities with Basket Performance Determination, the value of the Securities during their term depends decisively on the performance of the Underlying. The performance of the Underlying will be calculated as the sum of the performances of the Basket Components<sub>i</sub>, which are taken into account according to their Weightings<sub>i</sub>. The value of the Securities regularly rises, if the performance of the Underlying rises and regularly falls, if the performance of the Underlying falls.

In the case of Securities with Best-of Performance Determination, the value of the Securities during their term depends decisively on the performance of the Basket Component<sub>i</sub> with the best performance. The value of the Securities regularly rises, if the price of Basket Component<sub>i</sub> with the best performance rises and regularly falls, if the price of the Basket Component<sub>i</sub> with the best performance falls.

In the case of Securities with Worst-of Performance Determination, the value of the Securities during their term depends decisively on the performance of the Basket Component<sub>i</sub> with the worst performance. The value of the Securities regularly rises, if the price of Basket Component<sub>i</sub> with the worst performance rises and regularly falls, if the price of the Basket Component<sub>i</sub> with the worst performance falls.

### ***Interest***

The Securities do not bear interest.

### ***Additional Unconditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (I).

For further information on the Additional Unconditional Amounts, see section "B. 3. Additional Unconditional Amounts" below.

### ***Automatic Early Redemption***

The Automatic Early Redemption Feature may be specified in the relevant Final Terms. For further information on the Automatic Early Redemption Feature, see section "B. 5. Automatic Early Redemption Feature" below.

### ***Redemption***

If no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following automatic exercise on the Exercise Date.

If no Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount.

#### ***In the case of Option 1, the following applies:***

If a Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount multiplied by the quotient of the Relevant Performance (final) as numerator and the Final Strike Level as denominator. The Redemption Amount will not be less than the Minimum Amount.

#### ***In the case of Option 2, the following applies:***

If a Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount multiplied by the sum of (i) the Floor Level and (ii) the product of (a) the Final Participation

Factor and (b) the Relevant Performance (final). The Redemption Amount will not be less than the Minimum Amount.

A Barrier Event occurs, if the Relevant Performance (b) on the respective Barrier Observation Date is lower than the Barrier Level.

#### ***Performance Determination***

For further information on the Performance Determination see section "B. 6. Performance Determination" below.

#### ***Reference Price Determination***

With respect to the determination of the Final Reference Price (=  $K_i$  (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Upside)
- Worst-in Observation (Upside)

With respect to the determination of the Final Reference Price (=  $K_i$  (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Upside)
- Worst-out Observation (Upside)

For further information on the Reference Price Determination, see section "B. 7. Reference Price Determination" below.

#### ***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

#### ***Conversion Event***

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

#### ***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

#### ***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Protection Lock-in Feature

For further information on the additional features, please see section "B. 4. Additional Features" below.

## **1.9 Product Type 28: Downside Garant Barrier Reverse Convertible Securities with Multi-Underlying**

### ***General***

The Underlying of the Securities is a Basket consisting of the Basket Components<sub>i</sub>. In this context, the Securities may be issued as (i) Securities with Basket Performance Determination, (ii) Securities with Best-of Performance Determination or (iii) Securities with Worst-of Performance Determination (see section "B. 6. Performance Determination" below).

In the case of Securities with Basket Performance Determination, the value of the Securities during their term depends decisively on the performance of the Underlying. The performance of the Underlying will be calculated as the sum of the performances of the Basket Components<sub>i</sub>, which are taken into account according to their Weightings<sub>i</sub>. The value of the Securities regularly rises, if the performance of the Underlying falls and regularly falls, if the performance of the Underlying rises.

In the case of Securities with Best-of Performance Determination, the value of the Securities during their term depends decisively on the performance of the Basket Component<sub>i</sub> with the best performance. The value of the Securities regularly rises, if the price of Basket Component<sub>i</sub> with the best performance falls and regularly falls, if the price of the Basket Component<sub>i</sub> with the best performance rises.

In the case of Securities with Worst-of Performance Determination, the value of the Securities during their term depends decisively on the performance of the Basket Component<sub>i</sub> with the worst performance. The value of the Securities regularly rises, if the price of Basket Component<sub>i</sub> with the worst performance falls and regularly falls, if the price of the Basket Component<sub>i</sub> with the worst performance rises.

### ***Interest***

The Securities do not bear interest.

### ***Additional Unconditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (1).

For further information on the Additional Unconditional Amounts, see section "B. 3. Additional Unconditional Amounts" below.

### ***Automatic Early Redemption***

The Automatic Early Redemption Feature may be specified in the relevant Final Terms. For further information on the Automatic Early Redemption Feature, see section "B. 5. Automatic Early Redemption Feature" below.

### ***Redemption***

If no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following automatic exercise on the Exercise Date.

If no Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount.

If a Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount multiplied by the difference between (a) 2 and (b) the quotient of the Relevant Performance (final) as numerator and the Final Strike Level as denominator. The Redemption Amount will not be less than the Minimum Amount.

The Barrier Event occurs if the Relevant Performance (b) on the respective Barrier Observation Date (b) is higher than the Barrier Level<sub>i</sub>.

### ***Performance Determination***

In the case of Securities with Basket Performance Determination, the Relevant Performance (b) corresponds to the Performance of the Underlying (b) and the Relevant Performance (final) corresponds to the Performance of the Underlying (final).

In the case of Securities with Best-of Performance Determination, the Relevant Performance (b) corresponds to the Best Performance (b) and the Relevant Performance (final) corresponds to the Best Performance (final).

In the case of Securities with Worst-of Performance Determination, the Relevant Performance (b) corresponds to the Worst Performance (b) and the Relevant Performance (final) corresponds to the Worst Performance (final).

For further information on the Performance Determination see section "B. 6. Performance Determination" below.

### ***Reference Price Determination***

With respect to the determination of the Final Reference Price (=  $K_i$  (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation
- Initial Average Observation
- Best-in Observation (Downside)
- Worst-in Observation (Downside)

With respect to the determination of the Final Reference Price (=  $K_i$  (final)), one of the following options may be specified in the relevant Final Terms:

- Final Reference Price Observation
- Final Average Observation
- Best-out Observation (Downside)
- Worst-out Observation (Downside)

For further information on the Reference Price Determination, see section "B. 7. Reference Price Determination" below.

### ***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

### ***Conversion Event***

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

### ***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

### ***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Protection Lock-in Feature

For further information on the additional features, please see section "B. 4. Additional Features" below.



## **1.10 Product Type 29: Garant Securities linked to Target Vol Basket Strategies**

### ***General***

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

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

Underlying A may be a basket consisting of Shares, Financial Indices, Fund Shares or Commodities as Basket Components.

Securities linked to Group Shares, Indices and commodities are always issued as Securities with cash settlement.

Underlying B may either be a Reference Rate or a Fund Share.

The Securities are always issued as Securities with cash settlement.

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

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

### ***Interest***

The Securities do not bear interest.

### ***Additional Unconditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (I).

For further information on the Additional Unconditional Amounts, see section "B. 3. Additional Unconditional Amounts" below.

### ***Redemption***

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

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

The Redemption Amount is not less than the Minimum Amount.

The Floor Level will be specified in the relevant Final Terms. In the case of Securities linked to Target Vol Basket Strategies with Protection Lock-in feature, the Floor Level will be equal to: (i) the percentage specified in the respective Final Terms, if a Protection Lock-in Event has not occurred on any Protection Lock-in Date (k), or (ii) the Protection Lock-in (k) related to the last Protection Lock in Date (k) on which a Protection Lock-in Event has occurred.

The Strike will be specified in the relevant Final Terms. In the case of Securities linked to Target Vol Basket Strategies with Protection Lock-in feature, the Strike will be equal to: (i) the percentage specified in the respective Final Terms, if a Protection Lock-in Event has not occurred on any Protection Lock-in Date (k), or (ii) the Protection Lock-in (k) related to the last Protection Lock in Date (k) on which a Protection Lock-in Event has occurred.

In the case of Securities linked to Target Vol Basket Strategies with Protection Lock-in feature, a Protection Lock-in Event will occur if T (k), on a Protection Lock-in Date (k) is greater than or equal to the Protection Lock-in Level (k). If a Protection Lock-in Event has occurred the Protection Lock-in (k) will be the Floor Level and the Strike for the purposes of the determination of the Redemption Amount.

If a Protection Lock-in Event has occurred on more than one Protection Lock-in Date (k), it will be taken into consideration only the Protection Lock-in (k) related to the last Protection Lock-in Date (k) on which a Protection Lock-in Event has occurred.

T (k) means the Level of the Target Vol Strategy on the respective Protection Lock-in Date (k).

The Protection Lock-in (k) (if applicable) will be specified in the relevant Final Terms.

R (initial) means:

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

R (final) means:

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

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

Return of Underlying A means the sum of the weighted Performances of the Basket Components; minus 1.

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

Return of the Underlying B means with respect to a Calculation Date<sub>t</sub>, as specified in the relevant Final Terms:

- the Reference Rate determined on the specified Reference Rate Reset Date with respect to the Calculation Date immediately preceding the Calculation Date<sub>t</sub>, or
- the quotient from (i) the Reference Price of Underlying B on the Calculation Date<sub>t</sub> as numerator and (ii) the Reference Price of Underlying B on the Calculation Date immediately preceding the Calculation Date<sub>t</sub> as denominator minus 1.

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

***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

***Conversion Event***

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

***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

## **1.11 Product Type 30: Garant Securities linked to Basket Target Vol Strategies with Locally Floored/Capped Asian Out**

### ***General***

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

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

In respect of their redemption, the Securities may be linked to Shares (incl. Depository Receipts) as well as to Group Shares, Financial Indices, Fund Shares or commodities.

The Securities are always issued as Securities with cash settlement.

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

### ***Interest***

The Securities do not bear interest.

### ***Additional Unconditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (1).

For further information on the Additional Unconditional Amounts, see section "B. 3. Additional Unconditional Amounts" below.

### ***Redemption***

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

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

The Redemption Amount is not less than the Minimum Amount.

The Floor Level will be specified in the relevant Final Terms. In the case of Securities linked to Basket Target Vol Strategies with Protection Lock-in feature, the Floor Level will be equal to: (i) the percentage specified in the respective Final Terms, if a Protection Lock-in Event has not

occurred on any Protection Lock-in Date (k), or (ii) the Protection Lock-in (k) related to the last Protection Lock in Date (k) on which a Protection Lock-in Event has occurred.

The Strike will be specified in the relevant Final Terms. In the case of Securities linked to Basket Target Vol Strategies with Protection Lock-in feature, the Strike will be equal to: (i) the percentage specified in the respective Final Terms, if a Protection Lock-in Event has not occurred on any Protection Lock-in Date (k), or (ii) the Protection Lock-in (k) related to the last Protection Lock in Date (k) on which a Protection Lock-in Event has occurred.

In the case of Securities linked to Basket Target Vol Strategies with Protection Lock-in feature, a Protection Lock-in Event will occur if T (k), on a Protection Lock-in Date (k) is greater than or equal to the Protection Lock-in Level (k). If a Protection Lock-in Event has occurred the Protection Lock-in (k) will be the Floor Level and the Strike for the purposes of the determination of the Redemption Amount.

If a Protection Lock-in Event has occurred on more than one Protection Lock-in Date (k), it will be taken into consideration only the Protection Lock-in (k) related to the last Protection Lock-in Date (k) on which a Protection Lock-in Event has occurred.

T (k) means the Level of the Target Vol Strategy on the respective Protection Lock-in Date (k).

The Protection Lock-in (k) (if applicable) will be specified in the relevant Final Terms.

Modified Average Performance is equal to the quotient of

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

R (initial) means:

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

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

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

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

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

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

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

### ***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

***Conversion Event***

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

***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

### **1.12 Product Type 31: Garant Securities linked to Target Vol Strategies with Locally Floored/Capped Asian Out**

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

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

In respect of their redemption, the Securities may be linked to Shares, Financial Indices, Fund Shares or Commodities.

The Securities are always issued as Securities with cash settlement.

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

#### ***Interest***

The Securities do not bear interest.

#### ***Additional Unconditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (l).

For further information on the Additional Unconditional Amounts, see section "B. 3. Additional Unconditional Amounts" below.

#### ***Redemption***

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

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

The Redemption Amount is not less than the Minimum Amount.

The Floor Level will be specified in the relevant Final Terms. In the case of Securities linked to Target Vol Strategies with Protection Lock-in feature, the Floor Level will be equal to: (i) the percentage specified in the respective Final Terms, if a Protection Lock-in Event has not occurred on any Protection Lock-in Date (k), or (ii) the Protection Lock-in (k) related to the last Protection Lock in Date (k) on which a Protection Lock-in Event has occurred.

The Strike will be specified in the relevant Final Terms. In the case of Securities linked to Target Vol Strategies with Protection Lock-in feature, the Strike will be equal to: (i) the percentage specified in the respective Final Terms, if a Protection Lock-in Event has not occurred on any Protection Lock-in Date (k), or (ii) the Protection Lock-in (k) related to the last Protection Lock in Date (k) on which a Protection Lock-in Event has occurred.

In the case of Securities linked to Target Vol Strategies with Protection Lock-in feature, a Protection Lock-in Event will occur if T (k), on a Protection Lock-in Date (k) is greater than or equal to the Protection Lock-in Level (k). If a Protection Lock-in Event has occurred the Protection Lock-in (k) will be the Floor Level and the Strike for the purposes of the determination of the Redemption Amount.

If a Protection Lock-in Event has occurred on more than one Protection Lock-in Date (k), it will be taken into consideration only the Protection Lock-in (k) related to the last Protection Lock-in Date (k) on which a Protection Lock-in Event has occurred.

T (k) means the Level of the Target Vol Strategy on the respective Protection Lock-in Date (k).

The Protection Lock-in (k) (if applicable) will be specified in the relevant Final Terms.

Modified Average Performance is equal to the quotient of

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

R (initial) means:

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

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

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

The Performance of the Underlying is calculated as the Reference Price of the Underlying on the Calculation Date divided by the Reference Price on the preceding Calculation Date.

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

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

### ***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

### ***Conversion Event***



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

***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

### **1.13 Product Type 32: Garant Securities linked to Target Vol Strategies**

#### ***General***

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

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

In the case of Garant Securities Linked to Target Vol Strategies with Maximum Amount, then the Redemption Amount is in no case higher than the Maximum Amount.

Underlying A may be linked to Shares, Financial Indices, Fund Shares or commodities.

Underlying B may either be a Reference Rate or a Fund Share.

The Securities are always issued as Securities with cash settlement.

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

#### ***Interest***

The Securities do not bear interest.

#### ***Additional Unconditional Amount***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (1).

For further information on the Additional Unconditional Amounts, see section "B. 3. Additional Unconditional Amounts" below.

#### ***Redemption***

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

If no Barrier Event has occurred, the Redemption Amount is equal to

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

and

(2) zero.

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

- (i) the Nominal Amount
- (ii) multiplied by the quotient of R (final), as the numerator, and R (initial) as the denominator.

The Redemption Amount is in no event less than the Minimum Amount.

The Redemption Amount is in no event higher than the Maximum Amount (if applicable).

The Floor Level will be specified in the relevant Final Terms. In the case of Securities linked to Target Vol Strategies with Protection Lock-in feature, the Floor Level will be equal to: (i) the percentage specified in the respective Final Terms, if a Protection Lock-in Event has not occurred on any Protection Lock-in Date (k), or (ii) the Protection Lock-in (k) related to the last Protection Lock in Date (k) on which a Protection Lock-in Event has occurred.

The Strike will be specified in the relevant Final Terms. In the case of Securities linked to Target Vol Strategies with Protection Lock-in feature, the Strike will be equal to: (i) the percentage specified in the respective Final Terms, if a Protection Lock-in Event has not occurred on any Protection Lock-in Date (k), or (ii) the Protection Lock-in (k) related to the last Protection Lock in Date (k) on which a Protection Lock-in Event has occurred.

In the case of Securities linked to Target Vol Strategies with Protection Lock-in feature, a Protection Lock-in Event will occur if T (k), on a Protection Lock-in Date (k) is greater than or equal to the Protection Lock-in Level (k). If a Protection Lock-in Event has occurred the Protection Lock-in (k) will be the Floor Level and the Strike for the purposes of the determination of the Redemption Amount.

If a Protection Lock-in Event has occurred on more than one Protection Lock-in Date (k), it will be taken into consideration only the Protection Lock-in (k) related to the last Protection Lock-in Date (k) on which a Protection Lock-in Event has occurred.

T (k) means the Level of the Target Vol Strategy on the respective Protection Lock-in Date (k).

The Protection Lock-in (k) (if applicable) will be specified in the relevant Final Terms.

A Barrier Event means the fact that R (final) is lower than the Barrier.

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

R (initial) means, as specified in the respective Final Terms:

- the Level of the Target Vol Strategy on the Initial Observation Date or
- the equally weighted average (arithmetic average) of the Levels of the Target Vol Strategy determined on the Initial Observation Dates.

R (final) means, as specified in the respective Final Terms:

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

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

**"Return of Underlying A"** means with respect to a Calculation Date<sub>t</sub>, as the Reference Price of the Underlying A on the Calculation Date<sub>t</sub> minus the Reference Price of the Underlying A on the Calculation Date immediately preceding the respective Calculation Date<sub>t</sub> and divided by the Reference Price of the Underlying A on the Calculation Date immediately preceding the respective Calculation Date<sub>t</sub>.

**"Return of the Underlying B"** means with respect to a Calculation Date<sub>t</sub>, as specified in the relevant Final Terms:

- the Reference Rate determined on the Reference Rate Reset Date with respect to the Calculation Date immediately preceding the respective Calculation Date<sub>t</sub>, or

the Reference Price of the Underlying B on the Calculation Date<sub>t</sub> minus the Reference Price of the Underlying B on the Calculation Date immediately preceding the respective Calculation Date<sub>t</sub> and divided by the Reference Price of the Underlying B on the Calculation Date immediately preceding the respective Calculation Date<sub>t</sub>, Fee<sub>ULA</sub> (if applicable), Fee<sub>TVL</sub> (if applicable), Fee<sub>ULB</sub> (if applicable), Fee<sub>Strat</sub> (if applicable), Minimum Amount, Minimum Weight, Maximum Weight, Participation Factor, Maximum Amount (if applicable), Underlying B, Strike Target Volatility, Barrier and Floor Level are specified in the respective Final Terms.

### ***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

### ***Conversion Event***

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

### ***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

## 1.14 Product Type 33: Garant Telescope Securities linked to Target Vol Strategies

### *General*

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

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

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

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

The Underlying A may either be a Share, a Financial Index, a Fund Share or a Commodity.

If applicable according to the relevant Final Terms, Underlying B may either be a Reference Rate or a Fund Share.

The Nominal Amount of Garant Telescope Securities linked to Target Vol Strategies shall not be less than EUR 100,000.

The Securities are always issued as Securities with cash settlement.

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

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

### *Interest*

The Securities do not bear interest.

### *Additional Amount (m)*

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

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

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

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

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

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

S (initial) means, as specified in the respective Final Terms:

- the Start Level of the Strategy;
- the Level of the Target Vol Strategy on the Initial Observation Date; or
- the equally weighted average (arithmetic average) of the Levels of the Strategy on the Initial Observation Dates.

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

The Level of the Strategy on each Strategy Calculation Date will be calculated by the Calculation Agent as the product of (a) the Level of the Strategy with respect to the Strategy Calculation Date immediately preceding the respective Strategy Calculation Date and (b) the sum of (i) one, (ii) the dynamically weighted Return of Underlying A with respect to the Strategy Calculation Date and (iii) the dynamically weighted daily fraction (Act/360) of the Return of Underlying B. The Final Terms may specify a Fee<sub>TVL</sub>, a Fee<sub>EULA</sub>, a Fee<sub>EULB</sub> and/or a Fee<sub>Strat</sub> to be taken into account by way of deduction. The Dynamic Weight corresponds to the quotient between the Target Volatility and the realized Volatility of the Underlying in respect of any given Strategy Calculation Date.

The Dynamic Weight is no higher than the Maximum Weight and no less than the Minimum Weight.

The Volatility of the Underlying is calculated based on the Return of Underlying A.

Return of the Underlying A means with respect to a Strategy Calculation Date, as the quotient from (i) the difference of the Reference Price of Underlying A on the Strategy Calculation Date and the Reference Price of Underlying A on the Strategy Calculation Date immediately preceding the respective Strategy Calculation Date as numerator and (ii) the Reference Price of Underlying A on the Strategy Calculation Date immediately preceding the Strategy Calculation Date as denominator.

Return of the Underlying B means with respect to a Strategy Calculation Date, as specified in the relevant Final Terms:

- the Strategy Reference Rate determined on the specified Strategy Reference Rate Reset Date determined on the Strategy Reference Rate Reset Date that is associated with the Strategy Calculation Date immediately preceding the respective Strategy Calculation Date,
- the quotient from (i) the difference of the Reference Price of Underlying B on the Strategy Calculation Date and the Reference Price of Underlying B on the Strategy Calculation Date immediately preceding the respective Strategy Calculation Date as numerator and (ii) the Reference Price of Underlying B on the Strategy Calculation Date immediately preceding the Strategy Calculation Date as denominator.

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

#### ***Additional Unconditional Amount (I)***

One of the following options may be specified in the relevant Final Terms:

- Additional Unconditional Amount (I).

For further information on the Additional Unconditional Amounts, see section "B. 3. Additional Unconditional Amounts" below.

#### ***Redemption***

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

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

For the purpose of determining the Settlement Amount, the Calculation Agent will, in its reasonable discretion (pursuant to § 315 et seq. BGB), determine the market value of the Securities within ten banking days following the occurrence of the Conversion Event, adding accrued interest for the period from the occurrence of the Conversion Event to the Final Payment Date on the basis of the market rate of interest traded at the time with reference to liabilities of the Issuer with the same remaining term as the Securities. However, the Settlement Amount will be at least equal to the Minimum Amount. If it is not possible to determine the market value of the Securities, the Settlement Amount is equal to the Minimum Amount.

The Minimum Amount is specified in the respective Final Terms.

***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

***Conversion Event***

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

***Early Redemption at the option of the Issuer***

Upon the occurrence of the MREL Disqualification Event, the Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount.

## **2. ADDITIONAL CONDITIONAL AMOUNTS**

In accordance with section "B. 1. General Description of the Product Types of Basket-linked Securities" above, the following Additional Conditional Amounts (m) may be specified in the relevant Final Terms.

### **2.1 Additional Conditional Amount (m) (*Upside Coupon*)**

If an Additional Conditional Amount (m) (*Upside Coupon*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (m) occurs, if the Relevant Performance (m) is equal to or greater than the Additional Conditional Amount Payment Level (m).

In the case of Securities with Basket Performance Determination, the Relevant Performance (m) corresponds to the Performance of the Underlying (m).

In the case of Securities with Best-of Performance Determination, the Relevant Performance (m) corresponds to the Best Performance (m).

In the case of Securities with Worst-of Performance Determination, the Relevant Performance (m) corresponds to the Worst Performance (m).

For further information on the Performance Determination see section "B. 6. Performance Determination" below.

The Additional Conditional Amount (m) (*Upside Coupon*) with respect to each Observation Date (m) will be specified in the relevant Final Terms.

### **2.2 Additional Conditional Amount (m) (*Downside Coupon*)**

If an Additional Conditional Amount (m) (*Downside Coupon*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (m) occurs, if the Relevant Performance (m) is equal to or lower than the Additional Conditional Amount Payment Level (m).

In the case of Securities with Basket Performance Determination, the Relevant Performance (m) corresponds to the Performance of the Underlying (m).

In the case of Securities with Best-of Performance Determination, the Relevant Performance (m) corresponds to the Best Performance (m).

In the case of Securities with Worst-of Performance Determination, the Relevant Performance (m) corresponds to the Worst Performance (m).

For further information on the Performance Determination see section "B. 6. Performance Determination" below.



The Additional Conditional Amount (m) (*Downside Coupon*) with respect to each Observation Date (m) will be specified in the relevant Final Terms.

### **2.3 Additional Conditional Amount (m) (*Range Coupon*)**

If an Additional Conditional Amount (m) (*Range Coupon*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (m) occurs, if the Relevant Performance (m) is equal to or greater than the Additional Conditional Amount Payment Level (Low) (m) and equal to or lower than the Additional Conditional Amount Payment Level (High) (m).

In the case of Securities with Basket Performance Determination, the Relevant Performance (m) corresponds to the Performance of the Underlying (m).

In the case of Securities with Best-of Performance Determination, the Relevant Performance (m) corresponds to the Best Performance (m).

In the case of Securities with Worst-of Performance Determination, the Relevant Performance (m) corresponds to the Worst Performance (m).

For further information on the Performance Determination see section "B. 6. Performance Determination" below.

The Additional Conditional Amount (m) with respect to each Observation Date (m) will be specified in the relevant Final Terms.

### **2.4 Additional Conditional Amount (m) (*Digital Coupon*)**

If an Additional Conditional Amount (m) (*Digital Coupon*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (Low) (m) has occurred, an Additional Conditional Amount (Low) (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (High) (m) has occurred, an Additional Conditional Amount (High) (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) neither an Additional Conditional Amount Payment Event (Low) (m) nor an Additional Conditional Amount Payment Event (High) (m) has occurred, neither an Additional Conditional Amount (Low) (m) nor an Additional Conditional Amount (High) (m) is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (Low) (m) occurs, if the Relevant Performance (m) is equal to or greater than the Additional Conditional Amount Payment Level (Low) (m) and lower than the Additional Conditional Amount Payment Level (High) (m).

An Additional Conditional Amount Payment Event (High) (m) occurs, if the Relevant Performance (m) is equal to or greater than the Additional Conditional Amount Payment Level (High) (m).

In the case of Securities with Basket Performance Determination, the Relevant Performance (m) corresponds to the Performance of the Underlying (m).

In the case of Securities with Best-of Performance Determination, the Relevant Performance (m) corresponds to the Best Performance (m).

In the case of Securities with Worst-of Performance Determination, the Relevant Performance (m) corresponds to the Worst Performance (m).

For further information on the Performance Determination see section "B. 6. Performance Determination" below.

The Additional Conditional Amount (Low) (m) with respect to each Observation Date (m) will be specified in the relevant Final Terms.

The Additional Conditional Amount (High) (m) with respect to each Observation Date (m) will be specified in the relevant Final Terms.

## **2.5 Additional Conditional Amount (m) (*Upside Memory*)**

If an Additional Conditional Amount (m) (*Upside Memory*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m) less all the Additional Conditional Amounts paid on the preceding Additional Conditional Amount Payment Dates (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (m) occurs, if the Relevant Performance (m) is equal to or greater than the Additional Conditional Amount Payment Level (m).

In the case of Securities with Basket Performance Determination, the Relevant Performance (m) corresponds to the Performance of the Underlying (m).

In the case of Securities with Best-of Performance Determination, the Relevant Performance (m) corresponds to the Best Performance (m).

In the case of Securities with Worst-of Performance Determination, the Relevant Performance (m) corresponds to the Worst Performance (m).

For further information on the Performance Determination see section "B. 6. Performance Determination" below.

The Additional Conditional Amount (m) with respect to each Observation Date (m) will be specified in the relevant Final Terms.

## **2.6 Additional Conditional Amount (m) (*Downside Memory*)**

If an Additional Conditional Amount (m) (*Downside Memory*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m) less all the Additional Conditional Amounts paid on the preceding Additional Conditional Amount Payment Dates (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (m) occurs, if the Relevant Performance (m) is equal to or lower than the Additional Conditional Amount Payment Level (m).

In the case of Securities with Basket Performance Determination, the Relevant Performance (m) corresponds to the Performance of the Underlying (m).

In the case of Securities with Best-of Performance Determination, the Relevant Performance (m) corresponds to the Best Performance (m).

In the case of Securities with Worst-of Performance Determination, the Relevant Performance (m) corresponds to the Worst Performance (m).

For further information on the Performance Determination see section "B. 6. Performance Determination" below.

The Additional Conditional Amount (m) with respect to each Observation Date (m) will be specified in the relevant Final Terms.

## **2.7 Additional Conditional Amount (m) (*Step-up Memory*)**

If an Additional Conditional Amount (m) (*Step-up Memory*) is specified in the relevant Final Terms, the following applies:

If with respect to an Observation Date (m) any of the following events occurs, the respective Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m).

If the Relevant Performance (m) is equal to or greater than the Additional Conditional Amount Payment Level<sub>1</sub> (m), the Additional Conditional Amount (m) is equal to the Additional Conditional Amount<sub>1</sub> (m) less all the Additional Conditional Amounts<sub>1</sub> (m) paid on the preceding Additional Conditional Amount Payment Dates (m);

if the Relevant Performance (m) is equal to or greater than the Additional Conditional Amount Payment Level<sub>2</sub> (m), the Additional Conditional Amount (m) is equal to the Additional Conditional Amount<sub>1</sub> (m) plus the Additional Conditional Amount<sub>2</sub> (m) less all the Additional Conditional Amounts<sub>1</sub> and all the Additional Conditional Amounts<sub>2</sub> paid on the preceding Additional Conditional Amount Payment Dates (m);

if the Relevant Performance (m) is equal to or greater than the Additional Conditional Amount Payment Level<sub>3</sub> (m), the Additional Conditional Amount (m) is equal to the Additional Conditional Amount<sub>1</sub> (m) plus the Additional Conditional Amount<sub>2</sub> (m) plus the Additional Conditional Amount<sub>3</sub> (m) less all the Additional Conditional Amounts<sub>1</sub> (m), all the Additional Conditional Amounts<sub>2</sub> (m) and all the Additional Conditional Amounts<sub>3</sub> (m) paid on the preceding Additional Conditional Amount Payment Dates (m).

Otherwise, no Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m).

In the case of Securities with Basket Performance Determination, the Relevant Performance (m) corresponds to the Performance of the Underlying (m).

In the case of Securities with Best-of Performance Determination, the Relevant Performance (m) corresponds to the Best Performance (m).

In the case of Securities with Worst-of Performance Determination, the Relevant Performance (m) corresponds to the Worst Performance (m).

For further information on the Performance Determination see section "B. 6. Performance Determination" below.

## **2.8 Additional Conditional Amount (m) (*Telescope*)**

If an Additional Conditional Amount (m) (*Telescope*) is specified in the relevant Final Terms, the following applies:

- If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, an Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (m) occurs, if the Relevant Performance (m) on an Observation Date (m) is equal to or greater than the respective Additional Conditional Amount Payment Level (m).

The Additional Conditional Amount (m) is equal to the Nominal Amount multiplied by (i) the difference between the Relevant Performance (m) and the Strike Level, (ii) the Participation Factor and (iii)  $1/D$  (m). However, the Additional Conditional Amount (m) is not less than the relevant Minimum Additional Conditional Amount (m). In the case of Securities with a Maximum Additional Conditional Amount (m), the Additional Conditional Amount (m) is also not higher than the relevant Maximum Additional Conditional Amount (m).

For each Observation Date (m),  $D$  (m) will be specified in the relevant Final Terms.

In the case of Securities with Basket Performance Determination, the Relevant Performance (m) corresponds to the Performance of the Underlying (m).

In the case of Securities with Best-of Performance Determination, the Relevant Performance (m) corresponds to the Best Performance (m).

In the case of Securities with Worst-of Performance Determination, the Relevant Performance (m) corresponds to the Worst Performance (m).

For further information on the Performance Determination see section "B. 6. Performance Determination" below.

### **3. ADDITIONAL UNCONDITIONAL AMOUNTS**

In accordance with section "A. 1. General Description of the Product Types with Single-Underlying" above, the following Additional Unconditional Amounts may be specified in the relevant Final Terms.

#### **3.1 Additional Unconditional Amount (m) (*Upside Performance*)**

With respect to the determination of the Additional Unconditional Amount (m) one of the following options may be specified in the relevant Final Terms:

An Additional Unconditional Amount (m) will be paid on the respective Additional Unconditional Amount Payment Date (m).

The Additional Unconditional Amount (m) on the respective Observation Date (m) is equal to the Participation Factor (m) multiplied by the Relevant Performance (m).

The Participation Factor (m) will be specified in the relevant Final Terms and may be different for each Observation Date (m).

In the case of Securities with Basket Performance Determination, the Relevant Performance (m) corresponds to the Performance of the Underlying (m).

In the case of Securities with Best-of Performance Determination, the Relevant Performance (m) corresponds to the Best Performance (m).

In the case of Securities with Worst-of Performance Determination, the Relevant Performance (m) corresponds to the Worst Performance (m).

For further information on the Performance Determination see section "B. 6. Performance Determination" below.

If a Maximum Additional Unconditional Amount (m) is specified in the relevant Final Terms, the Additional Unconditional Amount (m) is not greater than the Maximum Additional Unconditional Amount (m).

If a Minimum Additional Unconditional Amount (m) is specified in the relevant Final Terms, the Additional Conditional Amount (m) is not lower than the Minimum Additional Unconditional Amount (m).

For further information on the Determination of R (m), see section "A. 9. Reference Price Determination" below.

Depending on the Performance of the Underlying (m) and subject to a Minimum Additional Unconditional Amount (m), the Additional Unconditional Amount (m) may also be equal to zero (0).

#### **3.2 Additional Unconditional Amount (l)**

In the case of Securities where an Additional Unconditional Amount (l) is specified in the relevant Final Terms, the Additional Unconditional Amount (l) will be paid.

#### **4. ADDITIONAL FEATURES**

In accordance with section "B. 1. General Description of the Product Types of Basket-linked Securities" above, the following additional features may be specified in the relevant Final Terms.

##### **4.1 Cap Feature**

In the case of Securities with Cap the Redemption Amount is in no event higher than the Maximum Amount.

##### **4.2 Consolidation Feature**

In the case of Securities where the Consolidation Feature is specified in the relevant Final Terms, the following applies:

On all Additional Conditional Amount Payment Dates (m) following the occurrence of an Additional Conditional Amount Payment Event (m) the respective Additional Conditional Amount (m) shall be paid regardless of whether an Additional Conditional Amount Payment Event (m) has occurred.

##### **4.3 Instalment Payment**

An Instalment Payment may be specified in the relevant Final Terms. If this is the case, the Security Holders are entitled to receive payment of the respective Instalment Amount (f) on each of the Instalment Payment Dates (f), subject to the occurrence of an Early Redemption Event (n), if applicable.

##### **4.4 Protection Lock-in Feature**

In the case of Securities where the Protection Lock-in Feature is specified in the relevant Final Terms, the following applies as specified:

If a Protection Lock-in Event has occurred in relation to (i) any or (ii) all Protection Lock-in Date(s) (k), as specified in the relevant Final Terms, the following applies, as specified in the relevant Final Terms:

The Floor Level and/or the Final Strike Level will be equal to the respective Protection Lock-in (k).

The Minimum Amount will be equal to the Nominal Amount multiplied by the respective Protection Lock-in (k).

A Protection Lock-in Event will occur if the Relevant Performance (k), on a Protection Lock-in Date (k) is (i) equal to or greater than or (ii) equal to or lower than the Protection Lock-in Level (k), as specified in the relevant Final Terms.

If a Protection Lock-in Event has occurred on more than one Protection Lock-in Date (k), it will be taken into consideration only the Protection Lock-in (k) related to the last Protection Lock-in Date (k) on which a Protection Lock-in Event has occurred, if so specified in the relevant Final Terms.

In the case of Securities with Basket Performance Determination, the Relevant Performance (k) corresponds to the Performance of the Underlying (k).

In the case of Securities with Basket Downside Performance Determination, the Relevant Performance (k) corresponds to the Performance of the Underlying (k).

In the case of Securities with Best-of Performance Determination, the Relevant Performance (k) corresponds to the Best Performance (k).

In the case of Securities with Worst-of Performance Determination, the Relevant Performance (k) corresponds to the Worst Performance (k).

For further information on the Performance Determination see section "B. 6. Performance Determination" below.

## **5. AUTOMATIC EARLY REDEMPTION FEATURE**

In the case of Securities where the Automatic Early Redemption Feature is specified in the relevant Final Terms, the following applies:

If an Early Redemption Event (n) has occurred, the Securities are automatically early redeemed on the respective Early Payment Date (n) by payment of the respective Early Redemption Amount (n).

The Early Redemption Amount (n) will be equal to or higher than 100% of the Nominal Amount.

In the case of Securities with Basket Performance Determination, the Relevant Performance (n) corresponds to the Performance of the Underlying (n).

In the case of Securities with Best-of Performance Determination, the Relevant Performance (n) corresponds to the Best Performance (n).

In the case of Securities with Worst-of Performance Determination, the Relevant Performance (n) corresponds to the Worst Performance (n).

### **5.1 Date-related Early Redemption Observation (Upside)**

In the case of Securities where Date-related Early Redemption Observation (Upside) is specified in the relevant Final Terms, the following applies:

Early Redemption Event (n) means that the Relevant Performance (n) is equal to or greater than the respective Early Redemption Level<sub>i</sub> (n).

For further information on the Performance Determination see section "B. 6. Performance Determination" below.

### **5.2 Date-related Early Redemption Observation (Downside)**

In the case of Securities where Date-related Early Redemption Observation (Downside) is specified in the relevant Final Terms, the following applies:

Early Redemption Event (n) means that the Relevant Performance (n) is equal to or lower than the respective Early Redemption Level<sub>i</sub> (n).

For further information on the Performance Determination see section "B. 6. Performance Determination" below.

## 6. PERFORMANCE DETERMINATION

### 6.1 Determination of the Performance of the Basket Component<sub>i</sub> (m)

With respect to the determination of the Performance of the Basket Component<sub>i</sub> (m) one of the following options may be specified in the relevant Final Terms:

#### Option 1:

The Performance of the Basket Component<sub>i</sub> (m) is, with respect to an Observation Date (m), equal to the quotient of (i) the Reference Price<sub>i</sub> on the Observation Date (m) minus the Strike<sub>i</sub> as the numerator and (ii) K<sub>i</sub> (initial) as the denominator.

#### Option 2:

The Performance of the Basket Component<sub>i</sub> (m) is, with respect to an Observation Date (m), equal to the difference of (i) the quotient of the Reference Price<sub>i</sub> on the Observation Date (m) as the numerator and K<sub>i</sub> (initial) as the denominator and (ii) the Strike Level.

#### Option 3:

The Performance of the Basket Component<sub>i</sub> (m) is, with respect to an Observation Date (m), equal to the difference of (i) the quotient of the Reference Price<sub>i</sub> on the Observation Date (m) as the numerator and the Strike<sub>i</sub> as the denominator and (ii) the number one (1).

#### Option 4:

The Performance of the Basket Component<sub>i</sub> (m) is, with respect to an Observation Date (m), equal to the quotient of (i) the Reference Price<sub>i</sub> on the Observation Date (m) as the numerator and (ii) K<sub>i</sub> (initial) as the denominator.

### 6.2 Determination of the Relevant Performance (b)

In accordance with section "B. 1. General Description of the Product Types of Basket-linked Securities" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of the Relevant Performance (b):

#### (a) *Basket Performance Determination (b):*

The Relevant Performance (b) corresponds to the Performance of the Underlying (b).

The Performance of the Underlying (b) is the sum of the Performances of the Basket Components<sub>i</sub> (b), which are taken into account according to their Weightings<sub>i</sub> (= W<sub>i</sub>).

The Performance of the Basket Component<sub>i</sub> (b) is equal to K<sub>i</sub> (b) divided by K<sub>i</sub> (initial).

K<sub>i</sub> (b) means, with respect to the Basket Component<sub>i</sub>, the Reference Price<sub>i</sub> on the respective Barrier Observation Date.

#### (b) *Best-of Performance Determination (b):*

The Relevant Performance (b) corresponds to the Best Performance (b).

*In the case of Upside Securities, the following applies:*

The Best Performance (b) is the highest Performance of the Basket Component<sub>i</sub> (b) on the respective Barrier Observation Date.

*In the case of Downside Securities, the following applies:*

The Best Performance (b) is the lowest Performance of the Basket Component<sub>i</sub> (b) on the respective Barrier Observation Date.

The Performance of the Basket Component<sub>i</sub> (b) corresponds to K<sub>i</sub> (b) divided by K<sub>i</sub> (initial).

K<sub>i</sub> (b) means, with respect to the Basket Component<sub>i</sub>, the Reference Price<sub>i</sub> on the respective Barrier Observation Date.



(c) *Worst-of Performance Determination (b):*

The Relevant Performance (b) corresponds to the Worst Performance (b).

*In the case of Upside Securities, the following applies:*

The Worst Performance (b) is the lowest Performance of the Basket Component<sub>i</sub> (b) on the respective Barrier Observation Date.

*In the case of Downside Securities, the following applies:*

The Worst Performance (b) is the highest Performance of the Basket Component<sub>i</sub> (b) on the respective Barrier Observation Date.

The Performance of the Basket Component<sub>i</sub> (b) corresponds to  $K_i$  (b) divided by  $K_i$  (initial).

$K_i$  (b) means, with respect to the Basket Component<sub>i</sub>, the Reference Price<sub>i</sub> on the respective Barrier Observation Date.

### 6.3 Determination of the Relevant Performance (final)

In accordance with section "B. 1. General Description of the Product Types of Basket-linked Securities" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of the Relevant Performance (final):

(a) *Basket Performance Determination (final):*

The Relevant Performance (final) corresponds to the Performance of the Underlying (final).

The Performance of the Underlying (final) is the sum of the Performances of the Basket Components<sub>i</sub> (final), which are taken into account according to their Weightings<sub>i</sub> (=  $W_i$ ).

With respect to the determination of the Performance of the Basket Component<sub>i</sub> (final) one of the following options may be selected in the relevant Final Terms:

**Option 1:**

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

**Option 2:**

The Performance of the Basket Component<sub>i</sub> (final) is equal to the ratio from (i) the difference between  $K_i$  (final) and the Strike<sub>i</sub> and (ii)  $K_i$  (initial).

**Option 3:**

The Performance of the Basket Component<sub>i</sub> (final) is equal to the ratio from (i) the difference between  $K_i$  (final) and the Strike<sub>i</sub> and (ii) the Strike<sub>i</sub>.

The Performance of the Basket Component<sub>i</sub> may be floored at zero (0) in the relevant Final Terms.

Strike<sub>i</sub> means the Strike for the relevant Basket Component<sub>i</sub> as specified in the relevant Final Terms.

(b) *Basket Downside Performance Determination (final)*

The Downside Performance of the Underlying (final) is the sum of the Downside Performances of the Basket Components<sub>i</sub> (final), which are taken into account according to their Weightings<sub>i</sub> (=  $W_i$ ).

With respect to the determination of the Downside Performance of the Basket Component<sub>i</sub> (final) one of the following options may be selected in the relevant Final Terms:

**Option 1:**

The Downside Performance of the Basket Component<sub>i</sub> is equal to the ratio from (i) the difference between the Strike<sub>i</sub> and K<sub>i</sub> (final) and (ii) K<sub>i</sub> (initial).

**Option 2:**

The Downside Performance of the Basket Component<sub>i</sub> is equal to the ratio from (i) the difference between the Strike<sub>i</sub> and K<sub>i</sub> (final) and (ii) the Strike<sub>i</sub>.

**Option 3:**

The Downside Performance of the Basket Component<sub>i</sub> is equal to the difference between (i) the Strike<sub>i</sub> and (ii) the ratio from K<sub>i</sub> (final) and K<sub>i</sub> (initial).

Strike<sub>i</sub> means the Strike for the relevant Basket Component<sub>i</sub> as specified in the relevant Final Terms.

If so specified in the relevant Final Terms, the Downside Performance of the Basket Component<sub>i</sub> is, however, in no event lower than zero (0).

(c) *Best-of Performance Determination (final):*

The Relevant Performance (final) corresponds to the Best Performance (final).

*In the case of Upside Securities, the following applies:*

Best Performance (final) is the highest Performance of the Basket Component<sub>i</sub> (final).

*In the case of Downside Securities, the following applies:*

Best Performance (final) is the lowest Performance of the Basket Component<sub>i</sub> (final).

The Performance of the Basket Component<sub>i</sub> (final) corresponds to K<sub>i</sub> (final) divided by K<sub>i</sub> (initial).

(d) *Worst-of Performance Determination (final):*

The Relevant Performance (final) corresponds to the Worst Performance (final).

*In the case of Upside Securities, the following applies:*

Worst Performance (final) is the lowest Performance of the Basket Component<sub>i</sub> (final).

*In the case of Downside Securities, the following applies:*

Worst Performance (final) is the highest Performance of the Basket Component<sub>i</sub> (final).

The Performance of the Basket Component<sub>i</sub> (final) corresponds to K<sub>i</sub> (final) divided by K<sub>i</sub> (initial).

**6.4 Determination of the Relevant Performance (k)**

In accordance with section "B. 1. General Description of the Product Types of Basket-linked Securities" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of the Relevant Performance (k):

(a) *Basket Performance Determination (k):*

The Relevant Performance (k) corresponds to the Performance of the Underlying (k).

The Performance of the Underlying (k) is the sum of the Performances of the Basket Components<sub>i</sub> (k), which are taken into account according to their Weightings<sub>i</sub> (= W<sub>i</sub>).

The Performance of the Basket Component<sub>i</sub> (k) is equal to K<sub>i</sub> (k) divided by K<sub>i</sub> (initial).

K<sub>i</sub> (k) means, with respect to the Basket Component<sub>i</sub>, the Reference Price<sub>i</sub> on the respective Protection Lock-in Date (k).

(b) *Basket Downside Performance Determination (k):*

The Relevant Performance (k) corresponds to the Performance of the Underlying (k).

The Performance of the Underlying (k) is the sum of the Performances of the Basket Components<sub>i</sub> (k), which are taken into account according to their Weightings<sub>i</sub> (= W<sub>i</sub>).

The Performance of the Basket Component<sub>i</sub> (k) is equal to K<sub>i</sub> (k) divided by K<sub>i</sub> (initial).

K<sub>i</sub> (k) means, with respect to the Basket Component<sub>i</sub>, the Reference Price<sub>i</sub> on the respective Protection Lock-in Date (k).

(c) *Best-of Performance Determination (k):*

The Relevant Performance (k) corresponds to the Best Performance (k).

*In the case of Upside Securities, the following applies:*

The Worst Performance (k) is the highest Performance of the Basket Component<sub>i</sub> (k) on the respective Protection Lock-in Date (k).

*In the case of Downside Securities, the following applies:*

The Worst Performance (k) is the lowest Performance of the Basket Component<sub>i</sub> (k) on the respective Protection Lock-in Date (k).

The Performance of the Basket Component<sub>i</sub> (k) corresponds to K<sub>i</sub> (k) divided by K<sub>i</sub> (initial).

K<sub>i</sub> (k) means, with respect to the Basket Component<sub>i</sub>, the Reference Price<sub>i</sub> on the respective Protection Lock-in Date (k).

(d) *Worst-of Performance Determination (k):*

The Relevant Performance (k) corresponds to the Worst Performance (k).

*In the case of Upside Securities, the following applies:*

The Worst Performance (k) is the lowest Performance of the Basket Component<sub>i</sub> (k) on the respective Protection Lock-in Date (k).

*In the case of Downside Securities, the following applies:*

The Worst Performance (k) is the highest Performance of the Basket Component<sub>i</sub> (k) on the respective Protection Lock-in Date (k).

The Performance of the Basket Component<sub>i</sub> (k) corresponds to K<sub>i</sub> (k) divided by K<sub>i</sub> (initial).

K<sub>i</sub> (k) means, with respect to the Basket Component<sub>i</sub>, the Reference Price<sub>i</sub> on the respective Protection Lock-in Date (k).

## 6.5 Determination of the Relevant Performance (m)

In accordance with section "B. 1. General Description of the Product Types of Basket-linked Securities" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of the Relevant Performance (m):

(a) *Basket Performance Determination (m):*

The Relevant Performance (m) corresponds to the Performance of the Underlying (m).

The Performance of the Underlying (m) is the sum of the Performances of the Basket Components<sub>i</sub> (m), which are taken into account according to their Weightings<sub>i</sub> (= W<sub>i</sub>).

(b) *Best-of Performance Determination (m):*

The Relevant Performance (m) corresponds to the Best Performance (m).

*In the case of Upside Securities, the following applies:*

The Best Performance (m) is the highest Performance of the Basket Component<sub>i</sub> (m) on the respective Observation Date (m).

*In the case of Downside Securities, the following applies:*

The Best Performance (m) is the lowest Performance of the Basket Component<sub>i</sub> (m) on the respective Observation Date (m).

(c) *Worst-of Performance Determination (m):*

The Relevant Performance (m) corresponds to the Worst Performance (m).

*In the case of **Upside Securities**, the following applies:*

The Worst Performance (m) is the lowest Performance of the Basket Component<sub>i</sub> (m) on the respective Observation Date (m).

*In the case of **Downside Securities**, the following applies:*

The Worst Performance (m) is the highest Performance of the Basket Component<sub>i</sub> (m) on the respective Observation Date (m).

## 6.6 Determination of the Relevant Performance (n)

In accordance with section "B. 1. General Description of the Product Types of Basket-linked Securities" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of the Relevant Performance (n):

(d) *Basket Performance Determination (n):*

The Relevant Performance (n) corresponds to the Performance of the Underlying (n).

The Performance of the Underlying (n) is the sum of the Performances of the Basket Components<sub>i</sub> (n), which are taken into account according to their Weightings<sub>i</sub> (=  $W_i$ ).

The Performance of the Basket Component<sub>i</sub> (n) is equal to  $K_i$  (n) divided by  $K_i$  (initial).

$K_i$  (n) means, with respect to the Basket Component<sub>i</sub>, the Reference Price<sub>i</sub> on the respective Observation Date (n).

(e) *Best-of Performance Determination (n):*

The Relevant Performance (n) corresponds to the Best Performance (n).

*In the case of **Upside Securities**, the following applies:*

The Best Performance (n) is the highest Performance of the Basket Component<sub>i</sub> (n) on the respective Observation Date (n).

*In the case of **Downside Securities**, the following applies:*

The Best Performance (n) is the lowest Performance of the Basket Component<sub>i</sub> (n) on the respective Observation Date (n).

The Performance of the Basket Component<sub>i</sub> (n) corresponds to  $K_i$  (n) divided by  $K_i$  (initial).

$K_i$  (n) means, with respect to the Basket Component<sub>i</sub>, the Reference Price<sub>i</sub> on the respective Observation Date (n).

(f) *Worst-of Performance Determination (n):*

The Relevant Performance (n) corresponds to the Worst Performance (n).

*In the case of **Upside Securities**, the following applies:*

The Worst Performance (n) is the lowest Performance of the Basket Component<sub>i</sub> (n) on the respective Observation Date (n).

*In the case of **Downside Securities**, the following applies:*

The Worst Performance (n) is the highest Performance of the Basket Component<sub>i</sub> (n) on the respective Observation Date (n).

The Performance of the Basket Component<sub>i</sub> (n) corresponds to  $K_i$  (n) divided by  $K_i$  (initial).

$K_i(n)$  means, with respect to the Basket Component<sub>*i*</sub>, the Reference Price<sub>*i*</sub> on the respective Observation Date (n).

## **7. REFERENCE PRICE DETERMINATION**

### **7.1 Determination of the Initial Reference Price**

In accordance with section "B. 1. General Description of the Product Types of Basket-linked Securities" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of the Initial Reference Price (=  $K_i$  (initial)):

(a) *Initial Reference Price Specification:*

$K_i$  (initial) means, with respect to the Basket Component<sub>*i*</sub>,  $K_i$  (initial), as specified in the respective Final Terms.

(b) *Initial Reference Price Observation:*

$K_i$  (initial) means, with respect to the Basket Component<sub>*i*</sub>, the Reference Price<sub>*i*</sub> on the Initial Observation Date.

(c) *Initial Average Observation:*

$K_i$  (initial) means, with respect to the Basket Component<sub>*i*</sub>, the equally weighted average (arithmetic average) of the Reference Prices<sub>*i*</sub> on the Initial Observation Dates.

(d) *Best-in Observation (Upside):*

$K_i$  (initial) means, with respect to the Basket Component<sub>*i*</sub>, the highest Reference Price<sub>*i*</sub> on the dates or the period specified in the respective Final Terms.

(e) *Best-in Observation (Downside):*

$K_i$  (initial) means, with respect to the Basket Component<sub>*i*</sub>, the lowest Reference Price<sub>*i*</sub> on the dates or the period specified in the respective Final Terms.

(f) *Worst-in Observation (Upside):*

$K_i$  (initial) means, with respect to the Basket Component<sub>*i*</sub>, the lowest Reference Price<sub>*i*</sub> on the dates or the period specified in the respective Final Terms.

(g) *Worst-in Observation (Downside):*

$K_i$  (initial) means, with respect to the Basket Component<sub>*i*</sub>, the highest Reference Price<sub>*i*</sub> on the dates or the period specified in the respective Final Terms.

### **7.2 Determination of the Final Reference Price**

In accordance with section "B. 1. General Description of the Product Types of Basket-linked Securities" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of the Final Reference Price (=  $K_i$  (final)):

(a) *Final Reference Price Observation:*

$K_i$  (final) means, with respect to the Basket Component<sub>*i*</sub>, the Reference Price<sub>*i*</sub> on the Final Observation Date.

(b) *Final Average Observation:*

$K_i$  (final) means, with respect to the Basket Component<sub>*i*</sub>, the equally weighted average (arithmetic average) of the Reference Prices<sub>*i*</sub> on the Final Observation Dates.

(c) *Best-out Observation (Upside):*

$K_i$  (final) means, with respect to the Basket Component<sub>*i*</sub>, the highest Reference Price<sub>*i*</sub> on the dates or the period specified in the respective Final Terms.

(d) *Best-out Observation (Downside):*

$K_i$  (final) means, with respect to the Basket Component<sub>*i*</sub>, the lowest Reference Price<sub>*i*</sub> on the dates or the period specified in the respective Final Terms.

(e) *Worst-out Observation (Upside):*

$K_i$  (final) means, with respect to the Basket Component<sub>*i*</sub>, the lowest Reference Price<sub>*i*</sub> on the dates or the period specified in the respective Final Terms.

(f) *Worst-out Observation (Downside):*

$K_i$  (final) means, with respect to the Basket Component<sub>*i*</sub>, the highest Reference Price<sub>*i*</sub> on the dates or the period specified in the respective Final Terms.

## **C. HYBRID SECURITIES**

### **1. GENERAL DESCRIPTION OF THE PRODUCT TYPES OF HYBRID SECURITIES**

#### **1.1 Product Type 34: Hybrid Garant Cash Collect Securities**

##### ***General***

The Securities are linked to the performance of two Underlyings. One Underlying is an Inflation Index. The other Underlying is either a Financial Index or a Reference Rate.

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

##### ***Interest***

The Securities do not bear interest.

##### ***Additional Conditional Amount***

The following feature will be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Cliquet Performance*). The Additional Conditional Amount (m) (*Cliquet Performance*) is linked to the performance of the Inflation Index.

In addition, the following optional feature may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Coupon*). The Additional Conditional Amount (m) (*Coupon*) is linked to the performance of the Financial Index or the Reference Rate.

For further information on the Additional Conditional Amounts, see section "C. 2. Additional Conditional Amounts" below.

##### ***Redemption***

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

At the Final Payment Date the Redemption Amount is equal to the Minimum Amount.

##### ***Reference Price Determination***

With respect to the determination of the Initial Reference Price (=  $R_{\text{Inflation}}$  (initial),  $R_{\text{Index}}$  (initial)) and  $R_{\text{Rate}}$  (initial)) one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation

For further information on the Reference Price Determination, see section "C. 5. Reference Price Determination" below.

##### ***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

##### ***Conversion Event***

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

##### ***Early Redemption at the option of the Issuer***

Any of the following early redemption features at the option of the Issuer may be specified in the relevant Final Terms:

- Optional Redemption Right (only in the case of Securities where a Reference Rate applies)



- Regulatory Redemption Right

For further information on the early redemption at the option of the Issuer, please see sub-section "*Early redemption at the option of the Issuer*" in section "*General Information on the Securities*" - "*Description of the rights arising from the Securities*" above.

***Additional Features***

The following additional feature may be specified in the relevant Final Terms:

- Additional Unconditional Amount (1)

For further information on the additional features, please see section "C. 3. Additional Features" below.

## 1.2 Product Type 35: Hybrid Garant Performance Securities

### **General**

The Securities are linked to the performance of two Underlyings. One Underlying is an Inflation Index. The other Underlying is a Financial Index.

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

### **Interest**

The Securities do not bear interest.

### **Additional Conditional Amount**

The following feature will be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Cliquet Performance*). The Additional Conditional Amount (m) (*Cliquet Performance*) is linked to the performance of the Inflation Index.

In addition, the following optional feature may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Coupon*). The Additional Conditional Amount (m) (*Coupon*) is linked to the performance of the Financial Index.

For further information on the Additional Conditional Amounts, see section "C. 2. Additional Conditional Amounts" below.

### **Redemption**

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

At the Final Payment Date the Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) the Floor Level and (ii) the Performance of the Financial Index (final) multiplied by the Final Participation Factor.

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

With respect to the determination of the Performance of the Financial Index (final) see section "C. 4. Performance Determination" below.

### **Reference Price Determination**

With respect to the determination of the Initial Reference Price (=  $R_{\text{Inflation}}$  (initial) and  $R_{\text{Index}}$  (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation

With respect to the determination of the Final Reference Price (=  $R_{\text{Index}}$  (final)), the following applies:

- Final Reference Price Observation

For further information on the Reference Price Determination, see section "C. 5. Reference Price Determination" below.

### **Exercise**

The Securities are deemed automatically exercised on the Exercise Date.

### **Conversion Event**

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

### ***Early Redemption at the option of the Issuer***

Any of the following early redemption features at the option of the Issuer may be specified in the relevant Final Terms:

- Optional Redemption Right (only in the case of Securities where a Reference Rate applies)
- Regulatory Redemption Right

For further information on the early redemption at the option of the Issuer, please see sub-section "*Early redemption at the option of the Issuer*" in section "*General Information on the Securities*" - "*Description of the rights arising from the Securities*" above.

### ***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Cap Feature
- Additional Unconditional Amount (1)

For further information on the additional features, please see section "C. 3. Additional Features" below.

### 1.3 Product Type 36: Hybrid Garant Barrier Securities

#### **General**

The Securities are linked to the performance of two Underlyings. One Underlying is an Inflation Index. The other Underlying is a Financial Index.

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

#### **Interest**

The Securities do not bear interest.

#### **Additional Conditional Amount**

The following feature will be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Cliquet Performance*). The Additional Conditional Amount (m) (*Cliquet Performance*) is linked to the performance of the Inflation Index.

In addition, the following optional feature may be specified in the relevant Final Terms:

- Additional Conditional Amount (m) (*Coupon*). The Additional Conditional Amount (m) (*Coupon*) is linked to the performance of the Financial Index.

For further information on the Additional Conditional Amounts, see section "C. 2. Additional Conditional Amounts" below.

#### **Redemption**

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise on the Exercise Date.

- If no Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount.
- If a Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) the Floor Level and (ii) the Final Participation Factor multiplied by the Performance of the Financial Index (final).

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

With respect to the determination of the Performance of the Financial Index (final) see section "C. 4. Performance Determination" below.

#### **Barrier Observation**

With respect to the observation if a Barrier Event has occurred, the following applies:

Barrier Event means that  $R_{\text{Index}}$  (final) is either (i) equal to or lower, or (ii) lower than the Barrier, as specified in the relevant Final Terms.

#### **Reference Price Determination**

With respect to the determination of the Initial Reference Price (=  $R_{\text{Inflation}}$  (initial) and  $R_{\text{Index}}$  (initial)), one of the following options may be specified in the relevant Final Terms:

- Initial Reference Price Specification
- Initial Reference Price Observation

With respect to the determination of the Final Reference Price (=  $R_{\text{Index}}$  (final)), the following applies:

- Final Reference Price Observation

For further information on the Reference Price Determination, see section "C. 5. Reference Price Determination" below.

***Exercise***

The Securities are deemed automatically exercised on the Exercise Date.

***Conversion Event***

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

***Early Redemption at the option of the Issuer***

Any of the following early redemption features at the option of the Issuer may be specified in the relevant Final Terms:

- Optional Redemption Right (only in the case of Securities where a Reference Rate applies)
- Regulatory Redemption Right

For further information on the early redemption at the option of the Issuer, please see sub-section "*Early redemption at the option of the Issuer*" in section "*General Information on the Securities*" - "*Description of the rights arising from the Securities*" above.

***Additional Features***

The following additional features may be specified in the relevant Final Terms:

- Cap Feature
- Additional Unconditional Amount (1)

For further information on the additional features, please see section "C. 3. Additional Features" below.

## 2. ADDITIONAL CONDITIONAL AMOUNTS

In accordance with section "C. 1. General Description of the Product Types of Hybrid Securities" above, the following Additional Conditional Amounts (m) may be specified in the relevant Final Terms.

### 2.1 Additional Conditional Amount (m) (Cliquet Performance)

If an Additional Conditional Amount (m) (Cliquet Performance) is specified in the relevant Final Terms, the following applies:

#### Option 1:

- If, with respect to an Observation Date (m), an Additional Conditional Amount Payment Event (Cliquet Performance) (m) has occurred, the Additional Conditional Amount (Cliquet Performance) (m) is paid on the respective Additional Conditional Amount Payment Date (m).

#### Option 2:

- If, with respect to an Observation Date (m), no Additional Conditional Amount Payment Event (Coupon) (m) has occurred and if an Additional Conditional Amount Payment Event (Cliquet Performance) (m) has occurred, the Additional Conditional Amount (Cliquet Performance) (m) is paid on the respective Additional Conditional Amount Payment Date (m).
- Otherwise, no Additional Conditional Amount (Cliquet Performance) (m) is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (Cliquet Performance) (m) occurs on an Observation Date (m), if  $R_{\text{Inflation}}(m)$  is greater than or equal to  $R_{\text{Inflation}}(m-1)$ .

For further information on the Reference Price Determination, see section "C. 5. Reference Price Determination" below.

The Additional Conditional Amount (Cliquet Performance) (m) on the respective Observation Date (m) is equal to the Nominal Amount multiplied by (i) the Participation Factor (m) and (ii) the Performance of the Inflation Index (m).

The Performance of the Inflation Index (m) is equal to the quotient of (i)  $R_{\text{Inflation}}(m)$  minus  $R_{\text{Inflation}}(m-1)$  as the numerator and (ii)  $R_{\text{Inflation}}(m-1)$  as the denominator. For the first Observation Date (m),  $R_{\text{Inflation}}(m-1)$  corresponds to  $R_{\text{Inflation}}(\text{initial})$ .

If a Maximum Additional Conditional Amount (m) is specified in the relevant Final Terms, the Additional Conditional Amount (Cliquet Performance) (m) is not greater than the Maximum Additional Conditional Amount (m).

If a Minimum Additional Conditional Amount (m) is specified in the relevant Final Terms, the Additional Conditional Amount (Cliquet Performance) (m) is not lower than the Minimum Additional Conditional Amount (m).

Depending on the Performance of the Inflation Index (m) and subject to a Minimum Additional Conditional Amount (m), the Additional Conditional Amount (Cliquet Performance) (m) may also be equal to zero (0).

### 2.2 Additional Conditional Amount (m) (Coupon)

If an Additional Conditional Amount (m) (Coupon) is specified in the relevant Final Terms, the following applies:

- If, with respect to an Observation Date (m), an Additional Conditional Amount Payment Event (Coupon) (m) has occurred, an Additional Conditional Amount (Coupon) (m) is paid on the respective Additional Conditional Amount Payment Date (m).

- Otherwise, no Additional Conditional Amount (Coupon) (m) is paid on the respective Additional Conditional Amount Payment Date (m).

An Additional Conditional Amount Payment Event (Coupon) (m) occurs, if  $R_{\text{Index}}(m)$  or  $R_{\text{Rate}}(m)$ , as specified in the relevant Final Terms, is equal to or greater than the Additional Conditional Amount Payment Level (Coupon) (m).

For further information on the Reference Price Determination, see section "C. 5. Reference Price Determination" below.

The Additional Conditional Amount (Coupon) (m) with respect to each Observation Date (m) will be specified in the relevant Final Terms.

### **3. ADDITIONAL FEATURES**

In accordance with section "C. 1. General Description of the Product Types of Hybrid Securities" above, the following additional feature may be specified in the relevant Final Terms.

#### **3.1 Cap Feature**

In the case of Securities with Cap the Redemption Amount is in no event higher than the Maximum Amount.

#### **3.2 Additional Unconditional Amount (I)**

In the case of Securities where an Additional Unconditional Amount (I) is specified in the relevant Final Terms, an Additional Unconditional Amount (I) will be paid on the respective Additional Unconditional Amount Payment Date (I).



#### **4. PERFORMANCE DETERMINATION**

##### **4.1 Performance of the Inflation Index (m)**

In accordance with section "C. 1. General Description of the Product Types of Hybrid Securities" above, the following applies with respect to the determination of the Performance of the Inflation Index (m):

The Performance of the Inflation Index (m) is equal to the quotient of (i)  $R_{\text{Inflation}}(m)$  minus  $R_{\text{Inflation}}(m-1)$  as the numerator and (ii)  $R_{\text{Inflation}}(m-1)$  as the denominator. For the first Observation Date (m),  $R_{\text{Inflation}}(m-1)$  corresponds to  $R_{\text{Inflation}}(\text{initial})$ .

##### **4.2 Performance of the Financial Index (final)**

In accordance with section "C. 1. General Description of the Product Types of Hybrid Securities" above, the following applies with respect to the determination of the Performance of the Financial Index (final):

Performance of the Underlying means the difference of (i) the quotient of  $R_{\text{Index}}(\text{final})$  as the numerator and  $R_{\text{Index}}(\text{initial})$  as the denominator and (ii) the Final Strike Level.

## **5. REFERENCE PRICE DETERMINATION**

### **5.1 Determination of the Initial Reference Price**

In accordance with section "C. 1. General Description of the Product Types of Hybrid Securities" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of  $R_{\text{Inflation}}(\text{initial})$ :

(a) *Initial Reference Price Specification:*

$R_{\text{Inflation}}(\text{initial})$  means, with respect to the Inflation Index,  $R_{\text{Inflation}}(\text{initial})$ , as specified in the respective Final Terms.

(b) *Initial Reference Price Observation:*

$R_{\text{Inflation}}(\text{initial})$  means, with respect to the Inflation Index and the Initial Observation Date, the Reference Price of the Inflation Index on the Initial Observation Date.

In accordance with section "C. 1. General Description of the Product Types of Hybrid Securities" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of  $R_{\text{Index}}(\text{initial})$ :

(a) *Initial Reference Price Specification:*

$R_{\text{Index}}(\text{initial})$  means, with respect to the Financial Index,  $R_{\text{Index}}(\text{initial})$ , as specified in the respective Final Terms.

(b) *Initial Reference Price Observation:*

$R_{\text{Index}}(\text{initial})$  means, with respect to the Financial Index and the Initial Observation Date, the Reference Price of the Financial Index on the Initial Observation Date.

In accordance with section "C. 1. General Description of the Product Types of Hybrid Securities" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of  $R_{\text{Rate}}(\text{initial})$ :

(c) *Initial Reference Price Specification:*

$R_{\text{Rate}}(\text{initial})$  means, with respect to the Reference Rate,  $R_{\text{Rate}}(\text{initial})$ , as specified in the respective Final Terms.

(d) *Initial Reference Price Observation:*

$R_{\text{Rate}}(\text{initial})$  means, with respect to the Reference Rate and the Initial Observation Date, the value of the Reference Rate on the Initial Observation Date.

### **5.2 Determination of the Reference Price (m)**

In accordance with section "C. 1. General Description of the Product Types of Hybrid Securities" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of  $R_{\text{Inflation}}(m)$ :

$R_{\text{Inflation}}(m)$  means, with respect to the Inflation Index and an Observation Date (m), the Reference Price for the Reference Month (m).

$R_{\text{Inflation}}(m-1)$  means, with respect to the Inflation Index and an Observation Date (m), the Reference Price on the Observation Date (m) immediately preceding that Observation Date (m). For  $R_{\text{Inflation}}(m)$  (where  $m = 1$ ),  $R_{\text{Inflation}}(m-1)$  is equal to  $R_{\text{Inflation}}(\text{initial})$ .

In accordance with section "C. 1. General Description of the Product Types of Hybrid Securities" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of  $R_{\text{Index}}(m)$ :

$R_{\text{Index}}(m)$  means, with respect to the Financial Index and an Observation Date (m), the Reference Price on the relevant Observation Date (m).

In accordance with section "C. 1. General Description of the Product Types of Hybrid Securities" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of  $R_{\text{Rate}}(m)$ :

$R_{\text{Rate}}(m)$  means, with respect to the Reference Rate and an Observation Date (m), the value of the Reference Rate on the relevant Observation Date (m).

### **5.3 Determination of the Final Reference Price**

In accordance with section "C. 1. General Description of the Product Types of Hybrid Securities" above, one of the following options may be specified in the relevant Final Terms with respect to the determination of  $R_{\text{Index}}(\text{final})$ :

$R_{\text{Index}}(\text{final})$  means, with respect to the Financial Index and the Final Observation Date, the Reference Price of the Financial Index on the Final Observation Date.

**D. DESCRIPTION OF THE SECURITIES INCORPORATED BY REFERENCE IN THE BASE PROSPECTUS**

The following information is hereby incorporated by reference into the Base Prospectus:

- The information contained in the section "*Description of the Securities*" set out on pages 41 to 139 of the Base Prospectus of UniCredit S.p.A. dated 24 February 2020 for the issuance of Securities with Single Underlying and Multi Underlying (with partial capital protection); and
- the information contained in the section "*Description of the Securities*" set out on pages 54 to 169 of the Base Prospectus of UniCredit S.p.A. dated 25 January 2021 for the issuance of Securities with Single Underlying and Multi Underlying (with partial capital protection).

A list setting out all information incorporated by reference is provided on page 505.

## CONDITIONS OF THE SECURITIES

### GENERAL INFORMATION

Part A – General Conditions of the Securities (the "**General Conditions**") must be read together with Part B – Product and Underlying Data (the "**Product and Underlying Data**") as well as Part C – Special Conditions of the Securities (the "**Special Conditions**") (together, the "**Conditions**").

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

A completed version of the Conditions describes the terms and conditions of the respective Tranche of Securities (the "**Terms and Conditions**") which are part of the relevant Global Note in case of Securities governed by German law.

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

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

reflecting the Terms and Conditions of the Securities.

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

<sup>\*\*)</sup> In case of non-consolidated General Conditions in the Final Terms, upon request, a consolidated version of the General Conditions may be delivered together with the relevant Final Terms. Such consolidated General Conditions will not be part of the relevant Final Terms, neither as an annex nor as an integral part of the Final Terms and such consolidated General Conditions will not be filed with or sent to any competent authority.

## **STRUCTURE OF THE CONDITIONS**

### **Part A – General Conditions of the Securities**

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

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

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

- § 1 Form, Book Entry, Clearing System
- § 2 Principal Paying Agent, Paying Agent, Calculation Agent
- § 3 Taxes
- § 4 Status
- § 5 Substitution of the Issuer
- § 6 Notices
- § 7 Issuance of additional Securities, Repurchase
- § 8 (intentionally left out)
- § 9 Partial Invalidity, Corrections, Variations
- § 10 Applicable Law, Choice of Forum
- § 11 Contractual recognition of statutory bail-in powers]

### **Part B – Product and Underlying Data**

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

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

#### ***Securities with Single-Underlying***

*Garant Performance Securities*

*Downside Garant Performance Securities*

*All Time High Garant Securities*

*Garant Cash Collect Securities*

*Garant Downside Cash Collect Securities*

*Garant Barrier Securities*

*Downside Garant Barrier Securities*

*Garant Barrier Geoscope Securities*  
*Twin-Win Garant Securities*  
*Downside Twin-Win Garant Securities*  
*Win-Win Garant Securities*  
*Icarus Garant Securities*  
*Downside Icarus Garant Securities*  
*Garant Express Securities*  
*Downside Garant Express Securities*  
*Garant Bonus Securities*  
*Downside Garant Bonus Securities*  
*Protection Garant Securities*  
*Downside Protection Garant Securities*

- [§ 1 Definitions
- § 2 Interest, [Additional Amount]
- § 3 Redemption[, Instalment Payment][, Automatic Early Redemption]
- § 4 Redemption Amount[, Early Redemption Amount]]

***Securities with Multi-Underlying***

*Garant Cash Collect Securities with Multi-Underlying*  
*Garant Performance Securities with Multi-Underlying*  
*Protection Garant Securities with Multi-Underlying*  
*Downside Protection Garant Securities with Multi-Underlying*  
*Garant Barrier Securities with Multi-Underlying*  
*Garant Rainbow Securities with Multi-Underlying*  
*Garant Dispersion Securities with Multi-Underlying*  
*Garant Barrier Reverse Convertible Securities with Multi-Underlying*  
*Downside Garant Barrier Reverse Convertible Securities with Multi-Underlying*

- [§ 1 Definitions
- § 2 Interest[, Additional Amount]
- § 3 Redemption[, Instalment Payment] [, Automatic Early Redemption]
- § 4 Redemption Amount[, Early Redemption Amount]]

***Garant Securities linked to Target Vol Basket Strategies***

- [§ 1 Definitions
- § 2 Interest
- § 3 Redemption
- § 4 Redemption Amount, Level of the Target Vol Strategy, Dynamic Weight, Basket Volatility]

*Garant Securities linked to Basket Target Vol Strategies with Locally Floored/Capped Asian Out*

- [§ 1 Definitions
- § 2 Interest
- § 3 Redemption
- § 4 Redemption Amount, Level of the Target Vol Strategy, Dynamic Weight, Basket Volatility]

*Garant Securities linked to Target Vol Strategies with Locally Floored/Capped Asian Out*

- [§ 1 Definitions
- § 2 Interest
- § 3 Redemption
- § 4 Redemption Amount, Level of the Target Vol Strategy, Dynamic Weight, Underlying Volatility]

*Garant Securities linked to Target Vol Strategies*

- [§ 1 Definitions
- § 2 Interest[, Additional Unconditional Amount]
- § 3 Redemption
- § 4 Redemption Amount, Level of the Target Vol Strategy, Dynamic Weight, Underlying Volatility]

*Garant Telescope Securities linked to Target Vol Strategies*

- [§ 1 Definitions
- § 2 Interest, Additional Amount, Level of the Strategy, Dynamic Weight, Volatility of the Underlying
- § 3 Redemption
- § 4 Redemption Amount]

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

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

- § 5 Issuer's Conversion Right]

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

- § 5 (intentionally omitted)]

- § 6 Payments

*[In the case of Securities where a Market Disruption Event is specified in the relevant Final Terms, the following applies:]*

- § 7 Market Disruptions]

*[In the case of Securities where no Market Disruption Event is specified in the relevant Final Terms, the following applies:]*

- § 5 (intentionally omitted)]

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

- § 8 Adjustments, Replacement Specification]

*[In the case of a **Financial Index** or an **Inflation Index** as Underlying, the following applies:]*



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

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

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

[In the case of a **Fund** as Underlying or Basket Component, the following applies:

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

[In the case of a **Fund Index** as Underlying or Basket Component, the following applies:

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

[In the case of a **Currency Exchange Rate** as Underlying and in the case of Securities, where no Adjustment Event is specified in the Relevant Final Terms, the following applies:

§ 8 (intentionally omitted)]

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

§ 8 Adjustments, Replacement Specification]

[In the case of Securities linked to a basket of **Financial Indices**, the following applies:

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

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

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

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

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

[In the case of Securities linked to a basket of **Currency Exchange Rates**, the following applies:

§ 8 (intentionally omitted)]

[In the case of **Compo Securities** and in the case of a **Currency Exchange Rate** as Underlying or Securities linked to a basket of **Currency Exchange Rates**, the following applies:

§ 9 New Fixing Sponsor, Replacement Exchange Rate]

[§ [9][10] Replacement Reference Rate, Adjustment, Interest Rate Adjustment Factor, Notices]

[In the case of Securities with an early redemption at the option of the Issuer, the following applies:

§ [ ] Early redemption at the option of the Issuer]

## PART A – GENERAL CONDITIONS OF THE SECURITIES

### PART A - GENERAL CONDITIONS OF THE SECURITIES

(the "General Conditions")

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

#### § 1

##### Form, Clearing System, Global Note, Custody

- (1) *Form:* This tranche (the "**Tranche**") of securities (the "**Securities**") of UniCredit S.p.A. (the "**Issuer**") will be issued as [notes] [certificates] in bearer form pursuant to these Terms and Conditions with a nominal amount in the Specified Currency and in a denomination corresponding to the nominal amount.

[In the case of Securities with a Permanent Global Note from the Issue Date, the following applies:]

- (2) *Permanent Global Note:* The Securities are represented by a permanent global note (the "**Global Note**") without interest coupons, which bears the manual or facsimile signatures of two authorised signatories of the Issuer [*In the case of an Issuing Agent, the following applies:* as well as the manual signature of a control officer of the Issuing Agent]. The Security Holders are not entitled to receive definitive Securities. The Securities [as co-ownership interests in the Global Note] may be transferred pursuant to the relevant regulations of the Clearing System. [*In the case of interest-bearing Securities, the following applies:* The right to receive interest is represented by the Global Note.]]

[In the case of Securities with a Temporary Global Note which will be exchangeable for a Permanent Global Note, the following applies:]<sup>1</sup>

- (2) *Temporary Global Note, Exchange:* The Securities are initially represented by a temporary global note (the "**Temporary Global Note**") without interest coupons. The Temporary Global Note will be exchangeable for a permanent global note without interest coupons (the "**Permanent Global Note**", and, together with the Temporary Global Note, the "**Global Notes**") on or after the 40th day after the Issue Date (the "**Exchange Date**") only upon delivery of certifications, to the effect that the beneficial owner or owners of the Securities represented by the Temporary Global Note 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) (the "**Non-U.S. Beneficial Ownership Certificates**"). The Global Notes bear the manual or facsimile signatures of two authorised representatives of the Issuer [*In the case of an Issuing Agent, the following applies:* as well as the manual signature of a control officer of the Issuing Agent]. [*If CBL and Euroclear Bank are specified as Clearing System, the following applies:* The details of such exchange shall be entered into the records of the ICSDs.] The Security Holders are not entitled to receive definitive Securities. The Securities [as co-ownership interests in the Global

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<sup>1</sup> The text found in § 1(2) is known as the "TEFRA D legend". This footnote provides a very brief synopsis of the so-called Excise Tax Exemption (formerly known as TEFRA) rules under the tax code of the United States of America ("U.S."). Generally, debt instruments in non-registered form (bearer securities) which have a maturity of longer than 365 days may be subject to U.S. tax penalties if the issuance of such instruments does not comply with either the TEFRA C or TEFRA D rules. TEFRA C is highly restrictive and may be used only if, among other things, the instruments will not be offered or issued to persons in the U.S. and its possessions, as defined under the U.S. Internal Revenue Code, and the issuer does not "significantly engage in interstate commerce with respect to the issuance." In this case a TEFRA legend is not required. The TEFRA D rules, which are more mechanical than the TEFRA C rules, impose, during a "restricted period", certain restrictions on (i) the offer and sale of the instruments to "U.S. persons" or to persons within the U.S. and its possessions and (ii) the delivery of the instruments in the U.S. The TEFRA D rules also generally require that the owner of an instrument certify as to non-U.S. beneficial ownership and that the instrument contain a "TEFRA D legend" with specific language on its face. Compliance with TEFRA D provides for a safe harbour if instruments are inadvertently issued to U.S. persons. To the extent that Securities have debt characteristics, such as "principal protection", TEFRA C and TEFRA D rules may apply. IF THERE IS ANY DOUBT WHETHER A SECURITY MAY BE CONSIDERED DEBT, U.S. LEGAL AND TAX COUNSEL MUST BE CONSULTED.

Notes] may be transferred pursuant to the relevant regulations of the Clearing System. [*In the case of interest-bearing Securities, the following applies:* The right to receive interest is represented by the Global Note.]

"**U.S. persons**" means such persons as defined in *Regulation S* of the *United States Securities Act of 1933* and particularly includes residents of the United States as well as American stock corporations and private companies.]

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

(3) *Custody:* The Global Note will be kept in custody by CBF.]

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

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

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

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

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

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

## § 2

### **Principal Paying Agent, Paying Agent, Calculation Agent**

- (1) *Paying Agents:* The "**Principal Paying Agent**" is [UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany] [UniCredit S.p.A., Piazza Gae Aulenti 3 - Tower A - 20154 Milan, Italy] [Citibank, N.A., London Branch, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom] [*Insert name and address of other paying agent*]. [The French Paying Agent for Euroclear France S.A. is CACEIS Bank S.A., 1-3 rue place Valhubert, 75206 Paris Cedex 13, France (the "**French Paying Agent**").] The Issuer may appoint additional paying agents (the "**Paying Agents**") and revoke such appointment. The appointment and revocation shall be published pursuant to § 6 of the General Conditions.
- (2) *Calculation Agent:* The "**Calculation Agent**" is [UniCredit Bank AG, Arabellastraße 12, 81925 Munich] [UniCredit S.p.A., Piazza Gae Aulenti 3 - Tower A - 20154 Milan, Italy] [*Insert name and address of other calculation agent*].
- (3) *Transfer of functions:* Should any event occur which results in the Principal Paying Agent[, French Paying Agent] or Calculation Agent being unable to continue in its function as Principal Paying Agent[, French Paying Agent] or Calculation Agent, the Issuer is obliged to appoint another bank of international standing as Principal Paying Agent[, French Paying Agent] or another person or institution with the relevant expertise as Calculation Agent. Any such transfer of the functions of the Principal Paying Agent[, French Paying Agent] or Calculation Agent shall be notified by the Issuer without undue delay pursuant to § 6 of the General Conditions.
- (4) *Agents of the Issuer:* In connection with the Securities, the Principal Paying Agent[, the French Paying Agent], the Paying Agents and the Calculation Agent act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Security Holders. [The Principal Paying Agent[, the French Paying Agent] and the Paying Agents shall be exempt from the restrictions of § 181 German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**").]

### § 3

#### Taxes

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

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

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

### § 4

#### Status

- (1) The obligations of the Issuer under the Securities constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer, ranking (subject to any obligations preferred by any applicable law (also subject to the bail-in instruments as implemented under Italian law)) *pari passu* with all other unsecured obligations (other than obligations ranking junior to the senior notes from time to time (including non-preferred senior notes and any further obligations permitted by law to rank junior to the senior notes following the Issue Date), if any) of the Issuer, present and future and, in the case of the senior notes, *pari passu* and rateably without any preference among themselves.
- [(2) The Security Holders unconditionally and irrevocably waive any right of set-off, netting, counterclaim, abatement or other similar remedy which they might otherwise have under the laws of any jurisdiction or otherwise in respect of such Securities.]
- [(3) Claims arising from Securities are neither secured, nor subject to a guarantee or any other arrangement that enhances the seniority of the claims.]
- [(4) The value of the claim arising from Securities in cases of the insolvency and of the resolution of the Issuer is fixed or increasing, and does not exceed the initially paid-up amount of the Securities, under all relevant laws and regulations amended from time to time, which are and will be applicable to the Issuer.]
- [(5) The Security Holders are not entitled to accelerate the payments under the Securities, other than in the case of the insolvency or liquidation of the Issuer, under all relevant laws and regulations amended from time to time, which are and will be applicable to it. For the avoidance of doubt, resolution proceeding(s) or *moratoria* imposed by a resolution authority in respect of the Issuer shall not constitute an event of default for the Securities for any purpose and shall not entitle to accelerate the payments under the Securities.]
- [(6) There is no negative pledge in respect of the Securities.]

### § 5

#### Substitution of the Issuer

- (1) The Issuer may without the consent of the Security Holders, if no payment of principal or interest on any of the Securities is in default, at any time substitute the Issuer for any Affiliate of the Issuer as principal debtor in respect of all obligations of the Issuer under the Securities (the "**New Issuer**"), provided that
- (a) the New Issuer assumes all obligations of the Issuer in respect of the Securities;
  - (b) the Issuer and the New Issuer have obtained all necessary authorisations and may transfer to the Principal Paying Agent in the currency required hereunder and without being obligated to deduct or withhold taxes or other duties of whatever nature levied by the country, in which the New Issuer or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Securities;
  - (c) the New Issuer has agreed to indemnify and hold harmless each Security Holder against any tax, duty or other governmental charge imposed on such Security Holder in respect of such substitution[;] [and]
  - (d) the Issuer guarantees proper payment of the amounts due under these Terms and Conditions[.]; and]
  - [(e) (i) the proceeds are immediately available to the New Issuer, without limitation (ii) each Security Holder is treated as if the Substitution of the Issuer had not taken place [and (iii) the competent supervisory authority or resolution authority has granted its prior consent (if and to the extent required by law)].]

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

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

## § 6

### Notices

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

Other publications with regard to the Securities are published on the Website of the Issuer (or any successor website).

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

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

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

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

## § 7

### Issuance of additional Securities, Repurchase

- (1) *Issuance of additional Securities:* The Issuer reserves the right from time to time without the consent of the Security Holders to issue additional Securities with identical terms and conditions (except for the issue date and the issue price), so that the same shall be consolidated and form a single series (the "**Series**") with this Tranche. The term "*Securities*" shall, in the event of such increase, also comprise all additionally issued Securities.
- (2) *Repurchase:* The Issuer shall be entitled at any time to purchase Securities in the market or otherwise and at any price [subject to compliance with the then applicable MREL Requirements (including, without limitation, having obtained the prior permission of the competent supervisory authority or the resolution authority, if required)]. Securities repurchased by the Issuer may, at the Issuer's discretion, be held, resold or forwarded to the Principal Paying Agent for cancellation.

## § 8

### Presentation Period

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

## § 9

### Partial Invalidity, Corrections, Variations

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

- (3) *Offer to continue:* The Issuer may combine the declaration of rescission pursuant to paragraph (2) above with an offer to continue the Securities under amended terms and conditions. The Security Holders will be informed of such an offer as well as the amended provisions together with the declaration of rescission in accordance with § 6 of the General Conditions. Such an offer is deemed to be accepted by the Security Holder (with the effect that the consequences of the rescission do not become effective) if the Security Holder does not within four weeks after the offer becoming effective pursuant to § 6 of the General Conditions demand the repayment of the Acquisition Price by submitting a duly completed Redemption Declaration via his depository bank to the Principal Paying Agent and the transfer of the Securities to the account of Principal Paying Agent with the Clearing System in accordance with paragraph (2) above. The Issuer will refer to this effect in the notice.
- (4) *Acquisition Price:* As used in paragraphs (2) and (3) above, the "**Acquisition Price**" is the actual acquisition price paid by each Security Holder (as stated and confirmed in the Redemption Declaration) or the weighted arithmetic mean of the trading prices of the Securities, as determined by the Issuer in its reasonable discretion (§ 315 et seq. BGB), on the Banking Day preceding the declaration of rescission pursuant to paragraph (2) above, respectively, depending on which of these amounts is the higher one. If a market disruption pursuant to § 7 of the Special Conditions exists on the Banking Day preceding the declaration of rescission pursuant to paragraph (2) above, the last Banking Day preceding the rescission pursuant to paragraph (2) above on which no market disruption existed shall be decisive for the determination of the Acquisition Price in accordance with the preceding sentence.
- (5) *Incomplete or inconsistent provisions:* The Issuer is entitled to correct or amend incomplete or inconsistent provisions in these Terms and Conditions in its reasonable discretion (§ 315 et seq. BGB). Only corrections and amendments that are reasonable for the Security Holders taking into account the interests of the Issuer and that in particular do not materially impair the legal and financial situation of the Security Holders will be permitted. The Security Holders will be informed of such corrections and supplementations pursuant to § 6 of the General Conditions.
- (6) *Adherence to corrected Terms and Conditions:* If the Security Holder was aware of typing or calculation errors or similar errors in these Terms and Conditions when purchasing the Securities, the Issuer is entitled to adhere to the Terms and Conditions amended accordingly irrespective of paragraphs (2) to (5) above.
- [(7) *Variation of the Terms and Conditions of the Securities:* If at any time a MREL Disqualification Event occurs, and/or in order to ensure or maintain the effectiveness and enforceability of § 11 of the General Conditions, the Issuer may, without consent or approval of the Security Holders, at any time vary the Terms and Conditions of the Securities in such a way that the Securities remain Qualifying Securities (the "**Variation**"). However, the Variation may not itself give rise to any right of the Issuer to redeem the varied Securities. The Issuer shall determine in its reasonable discretion (§ 315 BGB) whether a Variation shall be made and the extent of the Variation. The Issuer shall give not less than 30 nor more than 60 days' prior notice of the Variation to the Paying Agent and the Securities Holders in accordance with § 6 of the General Conditions (the "**Variation Notice**"). The Variation Notice shall be irrevocable and include details on the extent of the Variation and the date of its coming into effect.

"**Qualifying Securities**" means securities issued by the Issuer that:

- (a) other than in respect of the effectiveness and enforceability pursuant to §11 of the General Conditions, have terms not materially less favourable to the Security Holders (as determined by the Issuer in its reasonable discretion (§ 315 BGB)) than the terms of the Securities, and they shall also (A) contain terms which at such time result in such securities being eligible to count towards fulfilment of the Issuer's and/or the UniCredit Group's (as applicable) minimum requirements for own funds

and eligible liabilities under the then applicable MREL Requirements; (B) include a ranking at least equal to that of the Securities; (C) have the same payment rights as the Securities; (D) preserve any existing rights of the Security Holders under the Securities to any accrued but unpaid amount in respect of the period from (and including) the payment date immediately preceding the effective date of the Variation and the date the Variation is coming into effect; and (E) are assigned (or maintain) the same or higher credit ratings as were assigned to the Securities immediately prior to such Variation, unless any negative effect on the ranking of, rating of or rights under the Securities as referred to in (B) to (E) is solely attributable to the effectiveness and enforceability of § 11 of the General Conditions; and

- (b) are listed on a recognised stock exchange if the Securities were listed immediately prior to such Variation.]
- [(8) For avoidance of doubt, any Variation pursuant to § 9 (7) of the General Conditions is subject to compliance by the Issuer with any conditions prescribed by the MREL Requirements at the relevant time, including, as relevant, the condition that the Issuer has obtained the prior permission of the Relevant Resolution Authority.]

## **§ 10**

### **Applicable Law, Place of Performance, Place of Jurisdiction**

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

## **§ 11**

### **Contractual Recognition of statutory bail-in powers**

- (1) By the acquisition of the Securities, each Security Holder acknowledges and agrees to be bound by the exercise of any Bail-in Power by the Relevant Resolution Authority that may result in the write-down or cancellation of all or a portion of the amounts payable with respect to the Securities and/or the conversion of all or a portion of the amounts payable with respect to the Securities into ordinary shares or other obligations of the Issuer or another person, including by means of a Variation to the Terms and Conditions of the Securities pursuant to § 9 of the General Conditions to give effect to the exercise by the Relevant Resolution Authority of such Bail-in Power. Each Security Holder further agrees that the rights of the Security Holders are subject to, and will be varied if necessary pursuant to § 9 of the General Conditions so as to give effect to, the exercise of any Bail-in Power by the Relevant Resolution Authority.

Upon the Issuer being informed or notified by the Relevant Resolution Authority of the actual exercise of the date from which the Bail-in Power is effective with respect to the Securities, the Issuer shall notify the Security Holders without delay pursuant to § 6 of the General Conditions. Any delay or failure by the Issuer to give notice shall not affect the validity and enforceability of the Bail-in Power nor the effects on the Securities described in this § 11.



- (2) The exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Securities shall not entitle the Security Holder to terminate the Securities for good cause (*aus wichtigem Grund*) in accordance with § 314 BGB or to request adjustments or to rescind in accordance with § 313 BGB and the Terms and Conditions of the Securities shall continue to apply in relation to the redemption amounts payable with respect to the Securities subject to any modification of the amount of distributions or other ongoing payments payable to reflect the reduction of the redemption amounts payable, and any further modification of the Terms and Conditions of the Securities that the Relevant Resolution Authority may decide in accordance with applicable laws and regulations relating to the resolution of the Issuer and/or entities of the Group incorporated in the relevant Member State.

**"Bail-in Power"** means any statutory write-down, transfer and/or conversion power existing from time to time under any laws, regulations, rules or requirements, whether relating to the resolution or independent of any resolution action, of credit institutions, investment firms and/or entities of the Group incorporated in the relevant Member State in effect and applicable in the relevant Member State to the Issuer or other entities of the Group, including (but not limited to) any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of any European Union directive or regulation of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms and/or within the context of a relevant Member State resolution regime or otherwise, pursuant to which liabilities of the Issuer and/or any entities of the Group can be reduced, cancelled and/or converted into shares or obligations of the obligor or any other person.

**"Group"** means the UniCredit Banking Group, registered with the Register of Banking Groups held by the Bank of Italy pursuant to Article 64 of the Legislative Decree No. 385 of 1 September 1993 of the Republic of Italy, under number 02008.1;

**"Relevant Resolution Authority"** means the German resolution authority, the Italian resolution authority, the Single Resolution Board (SRB) established pursuant to the SRM Regulation and/or any other authority entitled to exercise or participate in the exercise of any bail-in power from time to time.

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

## § 1

### Form, Book Entry, Clearing System

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

## § 2

### Principal Paying Agent, Paying Agent, Calculation Agent

- (1) *Paying Agents:* The "**Principal Paying Agent**" is [UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany] [UniCredit S.p.A., Piazza Gae Aulenti 3 - Tower A - 20154 Milan, Italy] [Citibank, N.A., London Branch, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom] [*Insert name and address of other paying agent*]. [The French Paying Agent for Euroclear France S.A. is CACEIS Bank S.A., 1-3 rue place Valhubert, 75206 Paris Cedex 13, France (the "**French Paying Agent**").] The Issuer may appoint additional paying agents (the "**Paying Agents**") and revoke such appointment. The appointment and revocation shall be published pursuant to § 6 of the General Conditions.
- (2) *Calculation Agent:* The "**Calculation Agent**" is [UniCredit Bank AG, Arabellastraße 12, 81925 Munich] [UniCredit S.p.A., Piazza Gae Aulenti 3 - Tower A - 20154 Milan, Italy] [*Insert name and address of other calculation agent*].
- (3) *Transfer of functions:* Should any event occur which results in the Principal Paying Agent[, French Paying Agent] or Calculation Agent being unable to continue in its function as Principal Paying Agent[, French Paying Agent] or Calculation Agent, the Issuer is obliged to appoint another bank of international standing as Principal Paying Agent[, French Paying Agent] or another person or institution with the relevant expertise as Calculation Agent. Any such transfer of the functions of the Principal Paying Agent[, French Paying Agent] or Calculation Agent shall be notified by the Issuer without undue delay pursuant to § 6 of the General Conditions.
- (4) *Agents of the Issuer:* In connection with the Securities, the Principal Paying Agent, the Paying Agents and the Calculation Agent act solely on behalf of the Issuer and do not assume any obligations towards or relationship of mandate or trust for or with any of the

Security Holders. For the avoidance of doubt, Section 1395 of the Italian Civil Code (*Codice Civile*, "CC") shall not apply in respect of any acts of the Principal Paying Agent.

### § 3

#### Taxes

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

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

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

### § 4

#### Status

- (1) The obligations of the Issuer under the Securities constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer, ranking (subject to any obligations preferred by any applicable law (also subject to the bail-in instruments as implemented under Italian law)) *pari passu* with all other unsecured obligations (other than obligations ranking junior to the senior notes from time to time (including non-preferred senior notes and any further obligations permitted by law to rank junior to the senior notes following the Issue Date), if any) of the Issuer, present and future and, in the case of the senior notes, *pari passu* and rateably without any preference among themselves.
- [(2) The Security Holders unconditionally and irrevocably waive any right of set-off, netting, counterclaim, abatement or other similar remedy which they might otherwise have under the laws of any jurisdiction or otherwise in respect of such Securities.]
- [(3) Claims arising from Securities are neither secured, nor subject to a guarantee or any other arrangement that enhances the seniority of the claims.]
- [(4) The value of the claim arising from Securities in cases of the insolvency and of the resolution of the Issuer is fixed or increasing, and does not exceed the initially paid-up amount of the Securities, under all relevant laws and regulations amended from time to time, which are and will be applicable to the Issuer.]
- [(5) The Security Holders are not entitled to accelerate the payments under the Securities, other than in the case of the insolvency or liquidation of the Issuer, under all relevant laws and regulations amended from time to time, which are and will be applicable to it. For the avoidance of doubt, resolution proceeding(s) or *moratoria* imposed by a resolution authority in respect of the Issuer shall not constitute an event of default for the Securities for any purpose and shall not entitle to accelerate the payments under the Securities.]

[(6) There is no negative pledge in respect of the Securities.]

## § 5

### Substitution of the Issuer

- (1) The Issuer may without the consent of the Security Holders, if no payment of principal or interest on any of the Securities is in default, at any time substitute the Issuer for any Affiliate of the Issuer as principal debtor in respect of all obligations of the Issuer under the Securities (the "**New Issuer**"), provided that
- (a) the New Issuer assumes all obligations of the Issuer in respect of the Securities;
  - (b) the Issuer and the New Issuer have obtained all authorizations and have satisfied all other conditions as necessary to ensure that the Securities are legal, valid and enforceable obligations of the New Issuer;
  - (c) the Issuer and the New Issuer may transfer to the Principal Paying Agent in the currency required hereunder and without being obligated to deduct or withhold taxes or other duties of whatever nature levied by the country, in which the New Issuer or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Securities;
  - (d) the New Issuer has agreed to indemnify and hold harmless each Security Holder against any tax, duty or other governmental charge imposed on such Security Holder in respect of such substitution[;] [and]
  - (e) the Issuer irrevocably and unconditionally guarantees proper payment of the amounts due under these Terms and Conditions[.]; and]
  - [(f) (i) the proceeds are immediately available to the New Issuer, without limitation (ii) each Security Holder is treated as if the Substitution of the Issuer had not taken place [and (iii) the competent supervisory authority or resolution authority has granted its prior consent (if and to the extent required by law)].]

For purposes of this § 5 (1) "**Affiliate**" means a company controlling, controlled by, or under common control with, the Issuer, provided that the term "controlled" ("*controlate*") shall have the meaning ascribed to it in Section 93 of the Consolidated Law on Financial Intermediation and the terms "controlling" and "common control" shall be interpreted accordingly.

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

## § 6

### Notices

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

law or stock exchange provisions provide for other forms of publication, such publications must be made in addition and as provided for.

Other publications with regard to the Securities are published on the Website of the Issuer (or any successor website).

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

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

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

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

## § 7

### **Issuance of additional Securities, Repurchase**

- (1) *Issuance of additional Securities:* The Issuer reserves the right from time to time without the consent of the Security Holders to issue additional Securities with identical terms and conditions (except for the issue date and the issue price), so that the same shall be consolidated and form a single series (the "**Series**") with this Tranche. The term "Securities" shall, in the event of such increase, also comprise all additionally issued Securities.
- (2) *Repurchase:* The Issuer shall be entitled at any time to purchase Securities in the market or otherwise and at any price [subject to compliance with the then applicable MREL Requirements (including, without limitation, having obtained the prior permission of the competent supervisory authority or the resolution authority, if required)]. Securities repurchased by the Issuer may, at the Issuer's discretion, be held, resold or forwarded to the Principal Paying Agent for cancellation.

## § 8

**(intentionally left out)**

## § 9

### **Partial Invalidity, Corrections, Variations**

- (1) *Invalidity:* Should any provision of these Terms and Conditions be or become invalid or unenforceable in whole or in part, the remaining provisions are not affected thereby. Any gap arising as a result of invalidity or unenforceability of these Terms and Conditions is to be filled with a provision that corresponds to the meaning and intent of these Terms and Conditions and is in the interest of the parties.
- (2) *Typing and calculation errors, inaccuracies and inconsistencies:* The Issuer may amend these Terms and Conditions without having to obtain the prior consent of the Security Holders, provided that such amendments (i) do not prejudice the rights or interests of the Security Holders and (ii) are aimed at correcting a manifest or obvious error, or at removing inaccuracies or inconsistencies from the text. Any notices to the Security Holders relating to the amendments referred to in the previous sentence shall be made in accordance with Section 6 of these Terms and Conditions.

- [(3) *Variation of the Terms and Conditions of the Securities:* If at any time a MREL Disqualification Event occurs, and/or in order to ensure or maintain the effectiveness and enforceability of § 11 of the General Conditions, the Issuer may, without any consent or approval of the Security Holders, at any time vary the Terms and Conditions of the Securities in such a way that the Securities remain or, as appropriate, become, Qualifying Securities (the "**Variation**"). However, the Variation may not itself give rise to any right of the Issuer to redeem the varied Securities. The Issuer shall give not less than 30 nor more than 60 days' prior notice of the Variation to the Paying Agent and the Securities Holders in accordance with § 6 of the General Conditions (the "**Variation Notice**"). The Variation Notice shall be irrevocable and include details on the extent of the Variation and the date of its coming into effect.

"**Qualifying Securities**" means securities issued by the Issuer that:

- (a) other than in respect of the effectiveness and enforceability pursuant to §11 of the General Conditions, have terms not materially less favourable to the Security Holders (as reasonably determined by the Issuer) than the terms of the Securities, and they shall also (A) contain terms which at such time result in such securities being eligible to count towards fulfilment of the Issuer's and/or the UniCredit Group's (as applicable) minimum requirements for own funds and eligible liabilities under the then applicable MREL Requirements; (B) include a ranking at least equal to that of the Securities; (C) have the same payment rights as the Securities; (D) preserve any existing rights of the Security Holders under the Securities to any accrued but unpaid amount in respect of the period from (and including) the payment date immediately preceding effective date of the Variation and the date the Variation is coming into effect; and (E) are assigned (or maintain) the same or higher credit ratings as were assigned to the Securities immediately prior to such Variation, unless any negative effect on the ranking of, rating of or rights under the Securities as referred to in (B) to (E) is solely attributable to the effectiveness and enforceability of §11 of the General Conditions; and
- (b) are listed on a recognised stock exchange if the Securities were listed immediately prior to such Variation.]
- [(4) For avoidance of doubt, any Variation pursuant to § 9 (3) of the General Conditions is subject to compliance by the Issuer with any conditions prescribed by the MREL Requirements at the relevant time, including, as relevant, the condition that the Issuer has obtained the prior permission of the Relevant Resolution Authority.]

## § 10

### **Applicable Law, Choice of Forum**

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

## § 11

### **Contractual recognition of statutory bail-in powers**

- (1) By the acquisition of the Securities, each Security Holder acknowledges and agrees to be bound by the exercise of any Bail-in Power by the Relevant Resolution Authority that may result in the write-down or cancellation of all or a portion of the amounts payable with respect to the Securities and/or the conversion of all or a portion of the amounts payable

with respect to the Securities into ordinary shares or other obligations of the Issuer or another person, including by means of a Variation to the Terms and Conditions of the Securities pursuant to § 9 of the General Conditions to give effect to the exercise by the Relevant Resolution Authority of such Bail-in Power. Each Security Holder further agrees that the rights of the Security Holders are subject to, and will be varied if necessary pursuant to § 9 of the General Conditions so as to give effect to, the exercise of any Bail-in Power by the Relevant Resolution Authority.

Upon the Issuer being informed or notified by the Relevant Resolution Authority of the actual exercise of the date from which the Bail-in Power is effective with respect to the Securities, the Issuer shall notify the Security Holders without delay pursuant to § 6 of the General Conditions. Any delay or failure by the Issuer to give notice shall not affect the validity and enforceability of the Bail-in Power nor the effects on the Securities described in this § 11.

- (2) The exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Securities shall not constitute an event of default, as applicable, or entail the Security Holders to terminate the Securities and the Terms and Conditions of the Securities shall continue to apply in relation to the redemption amounts payable with respect to the Securities subject to any modification of the amount of distributions or other ongoing payments payable to reflect the reduction of the redemption amount payable, and any further modification of the Terms and Conditions of the Securities that the Relevant Resolution Authority may decide in accordance with applicable laws and regulations relating to the resolution of the Issuer and/or entities of the Group incorporated in the relevant Member State.

**"Bail-in Power"** means any statutory write-down, transfer and/or conversion power existing from time to time under any laws, regulations, rules or requirements, whether relating to the resolution or independent of any resolution action, of credit institutions, investment firms and/or entities of the Group incorporated in the relevant Member State in effect and applicable in the relevant Member State to the Issuer or other entities of the Group, including (but not limited to) any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of any European Union directive or regulation of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms and/or within the context of a relevant Member State resolution regime or otherwise, pursuant to which liabilities of the Issuer and/or any entities of the Group can be reduced, cancelled and/or converted into shares or obligations of the obligor or any other person.

**"Group"** means the UniCredit Banking Group, registered with the Register of Banking Groups held by the Bank of Italy pursuant to Article 64 of the Legislative Decree No. 385 of 1 September 1993 of the Republic of Italy, under number 02008.1.

**"Relevant Resolution Authority"** means the German resolution authority, the Italian resolution authority, the Single Resolution Board (SRB) established pursuant to the SRM Regulation and/or any other authority entitled to exercise or participate in the exercise of any bail-in power from time to time.

## PART B – PRODUCT AND UNDERLYING DATA

### PART B – PRODUCT AND UNDERLYING DATA

(the "Product and Underlying Data")

#### § 1

##### Product Data

[All the following product data are defined in the section “Special conditions of the securities” for the specific Product Type. Insert the following product data in alphabetical or different order and/or as a table<sup>3</sup> (particularly in the case of multi-series-issues):

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

[Additional Conditional Amount [(Coupon) (m): [Insert]]

[Additional Conditional Amount<sub>1</sub> (m): [Insert]

Additional Conditional Amount<sub>2</sub> (m): [Insert]

Additional Conditional Amount<sub>3</sub> (m): [Insert]]

[Additional Conditional Amount (High) (m): [Insert]]

[Additional Conditional Amount (Low) (m): [Insert]]

[Additional Conditional Amount Payment Date (m): [Insert]]

[Additional Conditional Amount Payment Date (I): [Insert]]

[Additional Conditional Amount Payment Factor (m): [Insert]]

[Additional Conditional Amount Payment Factor (Coupon) (m): [Insert]]

[Additional Conditional Amount Payment Factor (High) (m): [Insert]]

[Additional Conditional Amount Payment Factor (Low) (m): [Insert]]

[Additional Conditional Amount Payment Level (m): [Insert]]

[Additional Conditional Amount Payment Level<sub>1</sub> (m): [Insert]

Additional Conditional Amount Payment Level<sub>2</sub> (m): [Insert]

Additional Conditional Amount Payment Level<sub>3</sub> (m): [Insert]]

[Additional Conditional Amount Payment Level (Coupon) (m): [Insert]]

[Additional Conditional Amount Payment Level (High) (m): [Insert]]

[Additional Conditional Amount Payment Level (Low) (m): [Insert]]

[Additional Unconditional Amount (I): [Insert]]

[Additional Unconditional Amount Payment Date (m): [Insert]]

[Additional Unconditional Amount Payment Factor (m): [Insert]]

[Additional Unconditional Amount Payment Level (m): [Insert]]

[Adjusted Nominal Amount: [Insert]]

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<sup>3</sup> Several tables may be provided in the Final Terms depending on the product type.



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

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

[Averaging Observation Date (m): *[Insert]*]

[Averaging Observation Date (n): *[Insert]*]

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

[Barrier: *[Insert]*]

[Barrier Level<sub>[i]</sub>: *[Insert]*]

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

[Barrier Observation Period: *[Insert]*]

[Basket Component<sub>i</sub>: *[Insert]*]

[Best-in Period: *[Insert]*]

[Best-out Period: *[Insert]*]

[Bonus Amount: *[Insert]*]

[Bonus Level: *[Insert]*]

[Calculation Agent: *[Insert]*]

[Calculation Currency: *[Insert]*]

[Calculation Date: *[Insert]*]

[Cap: *[Insert]*]

[Cap Level: *[Insert]*]

[Clearing System: *[Insert]*]

[Common Code: *[Insert]*]

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

[Day Count Fraction: *[Insert]*]

[Designated Maturity<sub>[1]</sub>: *[Insert]*]

[Designated Maturity<sub>2</sub>: *[Insert]*]

[Determining Futures Exchange: *[Insert]*]

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

[Early Payment Date (n): *[Insert]*]

[Early Redemption Amount (n): *[Insert]*]

[Early Redemption Amount Determination Factor (n): *[Insert]*]

[Early Redemption Factor (n): *[Insert]*]

[Early Redemption Level (n): *[Insert]*]

[Exchange Traded Fund: *[Insert]*]

[Exercise Date: *[Insert]*]

[Expiry Date (*Data di Scadenza*): *[Insert]*]

[Factor: *[Insert]*]

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

**[FeeRateVariable: *[Insert]*]**  
**[FeeStrat: *[Insert]*]**  
**[FeeStratFix: *[Insert]*]**  
**[FeeStratVariable : *[Insert]*]**  
**[FeeTVL: *[Insert]*]**  
**[FeeULA: *[Insert]*]**  
**[FeeULB: *[Insert]*]**  
**[FeeUnderlying: *[Insert]*]**  
**[Financial Index: *[Insert]*]**  
**[Final Observation Date[s]: *[Insert]*]**  
**[Final Participation Factor: *[Insert]*]**  
**Final Payment Date: *[Insert]***  
**[Final Redemption Factor: *[Insert]*]**  
**[Final Redemption Level: *[Insert]*]**  
**[Final Strike: *[Insert]*]**  
**[Final Strike Level: *[Insert]*]**  
**[First Day of the Barrier Observation Period: *[Insert]*]**  
**[First Day of the Best-out Period: *[Insert]*]**  
**[First Day of the Distribution Observation Period: *[Insert]*]**  
**[First Day of the Observation Period (n): *[Insert]*]**  
**[First Day of the Worst-out Period: *[Insert]*]**  
**[First Interest Payment Date: *[Insert]*]**  
**First Trade Date: *[Insert]***  
**[Fixed Amount (m): *[Insert]*]**  
**[Fixed Interest Rate<sub>1</sub>: *[Insert]*]**  
**[Fixed Interest Rate<sub>2</sub>: *[Insert]*]**  
**[Fixing Sponsor: *[Insert]*]**  
**[Floor: *[Insert]*]**  
**[Floor Level: *[Insert]*]**  
**[FX Exchange Rate<sub>i</sub>: *[Insert]*]**  
**[FX Observation Date (final): *[Insert]*]**  
**[FX Observation Date (initial): *[Insert]*]**  
**[FX Screen Page: *[Insert]*]**  
**[Fund<sub>i</sub>: *[Insert]*]**  
**[Fund-Benchmark<sub>i</sub>: *[Insert]*]**  
**[Fund-Benchmark Calculation Date: *[Insert]*]**  
**[Fund-Benchmark Reference Price: *[Insert]*]**

**[Fund-Benchmark Sponsor:** *[Insert]*]

**[Fund Share:** *[Insert]*]

**[Fixed Interest Rate<sub>1</sub>:** *[Insert]*]

**[Fixed Interest Rate<sub>2</sub>:** *[Insert]*]

**[Fixing Sponsor:** *[Insert]*]

**[FX:** *[Insert]*]

**[FX Calculation Date:** *[Insert]*]

**[FX Exchange Rate:** *[Insert]*]

**[FX (final):** *[Insert]*]

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

**[FX Observation Date (final):** *[Insert]*]

**[FX Observation Date (initial):** *[Insert]*]

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

**[Hedging Party:** *[Insert]*]

**[Registered Benchmark-Administrator:** *[Insert][yes][no]*]

**[Inflation Index:** *[Insert]*]

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

**[Initial Strategy Calculation Date:** *[Insert]*]

**[Instalment Amount (f):** *[Insert]*]

**[Instalment Amount Payment Date (f):** *[Insert]*]

**[Interest Commencement Date:** *[Insert]*]

**[Interest End Date:** *[Insert]*]

**[Interest Payment Date:** *[Insert]*]

**[Interest Rate:** *[Insert]*]

**[Interest Rate Threshold:** *[Insert]*]

**ISIN:** *[Insert]*

**[Issue Date:** *[Insert]*]

**[Issue Price:** *[Insert]*]<sup>4</sup>

**[Issuing Agent:** *[Insert]*]

**[Issue Volume of Series [in units]:** *[Insert]*]

**[Issue Volume of Tranche [in units]:** *[Insert]*]

**[Issuing Agent:** *[Insert name and address]*]

**[k:** *[Insert consecutive number]*]

**[K<sub>i</sub> (initial):** *[Insert]*]

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<sup>4</sup> If the Issue Price was not specified at the time of the creation of the Final Terms, the method for the price specification and the procedure for its publication shall be defined in *Part A – General Information* of the Final Terms.

**[Last Day of the Barrier Observation Period: *[Insert]*]**  
**[Last Day of the Best-in Period: *[Insert]*]**  
**[Last Day of the Distribution Observation Period: *[Insert]*]**  
**[Last Day of the Observation Period (n): *[Insert]*]**  
**[Last Day of the Observation Period (j): *[Insert]*]**  
**[Last Day of the Worst-in Period: *[Insert]*]**  
**[Length of the Volatility Observation Period: *[Insert]*]**  
**[Local Cap (l): *[Insert]*]**  
**[Local Floor (l): *[Insert]*]**  
**[Lock-in Factor: *[Insert]*]**  
**[Lock-in Level (j): *[Insert]*]**  
**[Lock-in Observation Date (j): *[Insert]*]**  
**[Lower Accrual Level (m): *[Insert]*]**  
**[Maximum Additional Conditional Amount [(m): *[Insert]*]**  
**[Maximum Additional Unconditional Amount [(m): *[Insert]*]**  
**[Maximum Amount: *[Insert]*]**  
**[Maximum Interest Rate: *[Insert]*]**  
**[Maximum Permissible Value Range for Fee<sub>Rate</sub> % to %]**  
**[Maximum Permissible Value Range for Fee<sub>RateVariable</sub> % to %]**  
**[Maximum Permissible Value Range for Fee<sub>StratVariable</sub> % to %]**  
**[Maximum Permissible Value Range for Fee<sub>Strat</sub> % to %]**  
**[Maximum Permissible Value Range for Fee<sub>TVL</sub> % to %]**  
**[Maximum Permissible Value Range for Fee<sub>ULA</sub> % to %]**  
**[Maximum Permissible Value Range for Fee<sub>ULB</sub> % to %]**  
**[Maximum Variable Amount (m): *[Insert]*]**  
**[Maximum Weight: *[Insert]*]**  
**[Minimum Additional Conditional Amount (m): *[Insert]*]**  
**[Minimum Additional Unconditional Amount (m): *[Insert]*]**  
**[Minimum Amount: *[Insert]*]**  
**[Minimum Interest Rate: *[Insert]*]**  
**[Minimum Variable Amount (m): *[Insert]*]**  
**[Minimum Weight: *[Insert]*]**  
**[N: *[Insert]*]**  
**[Negative Spread: *[Insert]*]**  
**Nominal Amount: *[Insert]*<sup>5</sup>**

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<sup>5</sup> The Nominal Amount shall not be less than EUR 1,000.

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

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

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

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

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

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

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

[**Participation Factor (m)**]: *[Insert]*

[**Participation Factor<sub>Best</sub>**]: *[Insert]*

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

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

[**Performance of the Underlying**]: *[Insert]*

[**Positive Spread**]: *[Insert]*

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

[**Protection Level**]: *[Insert]*

[**Protection Lock-in (k)**]: *[Insert]*

[**Protection Lock-in Date (k)**]: *[Insert]*

[**Protection Lock-in Level<sub>[i]</sub> (k)**]: *[Insert]*

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

[**R<sub>Index</sub> (initial)**]: *[Insert]*

[**R<sub>Inflation</sub> (initial)**]: *[Insert]*

[**R<sub>Rate</sub> (initial)**]: *[Insert]*

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

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

[**Record Date (m)**]: *[Insert]*

[**Reference Month (final)**]: *[Insert]*

[**Reference Month (initial)**]: *[Insert]*

[**Reference Month (j)**]: *[Insert]*

[**Reference Month (m)**]: *[Insert]*

[**Reference Month (n)**]: *[Insert]*

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

[**Reference Price<sub>Index</sub>**]: *[Insert]*

[**Reference Price<sub>i</sub>**]: *[Insert]*

[**Reference Price Adjustment Factor**]: *[Insert]*

[**Reference Rate<sub>[1]</sub>**]: *[Insert]*

[**Reference Rate<sub>2</sub>**]: *[Insert]*

[**Reference Rate-Administrator**]: *[Insert]*

**[Reference Rate Currency:** *[Insert]*

**[Registered Benchmark-Administrator<sub>ij</sub>:** *[Insert][yes][no]*

**[Registered Reference Rate-Administrator:** *[Insert][yes][no]*

**[Reference Rate Financial Centre:** *[Insert]*

**[Reference Rate Time:** *[Insert]*

**[Relevant Exchange:** *[Insert]*

**[Relevant Observation Date (initial):** *[Insert]*

**[Relevant Observation Date (final):** *[Insert]*

**[Reuters:** *[Insert]*

**[Screen Page<sub>1</sub>:** *[Insert]*

**[Screen Page<sub>2</sub>:** *[Insert]*

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

**Series Number:** *[Insert]*

**Specified Currency:** *[Insert]*

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

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

**[Strike<sub>best</sub>:** *[Insert]*

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

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

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

**Tranche Number:** *[Insert]*

**[Underlying:** *[Insert]*

**[Underlying A:** *[Insert]*

**[Underlying B:** *[Insert]*

**[Underlying Currency:** *[Insert]*

**[Underlying Distribution:** *[Insert]*

**[Underlying Distribution Date:** *[Insert]*

**[Underlying Distribution Ex-Date:** *[Insert]*

**[Underlying Distribution Factor:** *[Insert]*

**[Underlying Distribution (net):** *[Insert]*

**[Underlying Distribution Observation Period:** *[Insert]*

**[Upper Accrual Level (m):** *[Insert]*

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

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

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

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

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

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

**[Worst-in Period: [Insert]]**

**[Worst-out Period: [Insert]]**

**[WKN: [Insert]]**

§ 2

**Underlying Data**

[In the case of Securities with Single-Underlying, the following applies:<sup>6</sup>

**[Administrator:** *[insert]*]

**[Auditor:** *[insert]*]

**[Base Currency:** *[insert]*]

**[Counter Currency:** *[insert]*]

**[Custodian Bank:** *[insert]*]

**[Fixing Sponsor:** *[insert]*]

**[FX Screen Page:** *[insert]*]

**[Index Calculation Agent:** *[insert]*]

**[Index Sponsor:** *[insert]*]

**[Index Type:** [Price Return] [Net Return] [Total Return] [Excess Return] [Distributing Index]]

**[Investment Adviser:** *[insert]*]

**[Management Company:** *[insert]*]

**[Portfolio Manager:** *[insert]*]

**[Reference Market:** *[insert]*]

**[Reference Rate Currency:** *[insert]*]

**[Reference Rate Financial Centre:** *[insert]*]

**[Reference Rate Time:** *[insert]*]

**[Registered Benchmark Administrator:** [yes] [no]]

**[Related Bond:** *[insert]*]

**[Relevant Exchange:** *[insert]*]

**[Screen Page:** *[insert]*]

**[Underlying [A]:** *[insert]*]

**[Underlying B:** *[insert]*]

**[Underlying Currency:** *[insert]*]

**[Underlying WKN:** *[insert]*]

**[Underlying ISIN:** *[insert]*]

**[Underlying Reuters:** *[insert]*]

**[Underlying Bloomberg:** *[insert]*]

**[Website:** *[insert]*]

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

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<sup>6</sup> The definitions may also be provided in tabular form.



[In the case of Hybrid Securities, the following applies:<sup>7</sup>

With respect to the Inflation Index as Underlying:

**[Index Sponsor<sub>Inflation</sub>: [insert]]**

**[Related Bond: [insert]]**

[With respect to the Financial Index as Underlying:

**[Index Calculation Agent: [insert]]**

**[Index Sponsor<sub>Index</sub>: [insert]]**

**[Registered Benchmark Administrator: [yes] [no]]**

**[Underlying Currency: [insert]]**

**[Underlying WKN: [insert]]**

**[Underlying ISIN: [insert]]**

**[Underlying Reuters: [insert]]**

**[Underlying Bloomberg: [insert]]**

**[Website: [insert]]**

[With respect to the Reference Rate as Underlying:

**[Reference Price<sub>Rate</sub>: [insert]]**

**[Reference Rate-Administrator: [yes] [no]]**

**[Reference Rate Currency: [insert]]**

**[Reference Rate Financial Centre: [insert]]**

**[Reference Rate Time: [insert]]**

**[Registered Reference Rate-Administrator: [yes] [no]]**

**[Screen Page: [insert]]**

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

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<sup>7</sup> The definitions may also be provided in tabular form.

[In the case of Securities with Multi-Underlying and Basket, Worst-of or Best-of Performance Observation, the following applies:

[In the case of Shares as Basket Components, the following applies:

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

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

[In the case of Financial Indices as Basket Components, the following applies:

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

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

[In the case of Commodities as Basket Components, the following applies:

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

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

*[In the case of Currency Exchange Rates as Basket Components, the following applies:*

| <b>i</b> | <b>Basket Component<sub>i</sub></b>             | <b>Base Currency<sub>i</sub></b>     | <b>Counter Currency<sub>i</sub></b>     | <b>Fixing Sponsor<sub>i</sub></b>     | <b>FX Screen Page<sub>i</sub></b>     | <b>[Registered Benchmark-Administrator<sub>i</sub>]</b> |
|----------|---|--------------------------------------|---|---------------------------------------|---------------------------------------|---|
| 1        | [Insert name of FX exchange rate <sub>1</sub> ] | [Insert Base Currency <sub>1</sub> ] | [Insert Counter Currency <sub>1</sub> ] | [Insert Fixing Sponsor <sub>1</sub> ] | [Insert FX Screen Page <sub>1</sub> ] | [yes][no]   |
| [N]      | [Insert name of FX exchange rate <sub>N</sub> ] | [Insert Base Currency <sub>N</sub> ] | [Insert Counter Currency <sub>N</sub> ] | [Insert Fixing Sponsor <sub>N</sub> ] | [Insert FX Screen Page <sub>N</sub> ] | [yes][no]   |

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

*[In the case of Funds as Basket Components, the following applies:*

**[Table 2.1:]**

| <b>i</b> | <b>Basket Component<sub>i</sub></b>             | <b>Currency of the Basket Component<sub>i</sub></b> | <b>[Weighting (W<sub>i</sub>)]</b> | <b>[WKN<sub>i</sub>]</b> | <b>[ISIN<sub>i</sub>]</b> | <b>[Reuters<sub>i</sub>]</b> | <b>[Bloomberg<sub>i</sub>]</b> |
|----------|---|---|------------------------------------|--------------------------|---------------------------|------------------------------|--------------------------------|
| 1        | [Insert name of Basket Component <sub>1</sub> ] | [Insert]  | [Insert]                           | [Insert]                 | [Insert]                  | [Insert]                     | [Insert]                       |

|     |                                     |          |          |          |          |          |          |
|-----|-------------------------------------|----------|----------|----------|----------|----------|----------|
| [N] | [Insert name of Basket Component N] | [Insert] | [Insert] | [Insert] | [Insert] | [Insert] | [Insert] |
|-----|-------------------------------------|----------|----------|----------|----------|----------|----------|

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

**[Table 2.2:]**

| <b>i</b> | <b>[Administrator<sub>[i]</sub>]</b> | <b>[Investment Adviser<sub>[i]</sub>]</b> | <b>[Custodian Bank<sub>[i]</sub>]</b> | <b>[Management Company<sub>[i]</sub>]</b> | <b>[Portfolio Manager<sub>[i]</sub>]</b> | <b>[Relevant Exchange<sub>[i]</sub>]</b> | <b>[Auditor<sub>[i]</sub>]</b> | <b>[Website<sub>[i]</sub>]</b> |
|----------|--------------------------------------|---|---------------------------------------|---|--|--|--------------------------------|--------------------------------|
| 1        | [Insert]                             | [Insert]                                  | [Insert]                              | [Insert]                                  | [Insert]                                 | [Insert]                                 | [Insert]                       | [Insert]                       |
| [N]      | [Insert]                             | [Insert]                                  | [Insert]                              | [Insert]                                  | [Insert]                                 | [Insert]                                 | [Insert]                       | [Insert]                       |

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

[(intentionally omitted)]

PART C – SPECIAL CONDITIONS OF THE SECURITIES

PART C – SPECIAL CONDITIONS OF THE SECURITIES

(the "Special Conditions")

[Special Conditions that apply to particular product types:]

Securities with Single-Underlying

*Garant Performance Securities*

*Downside Garant Performance Securities*

*All Time High Garant Securities*

*Garant Cash Collect Securities*

*Downside Garant Cash Collect Securities*

*Garant Barrier Securities*

*Downside Garant Barrier Securities*

*Garant Barrier Geoscope Securities*

*Twin-Win Garant Securities*

*Downside Twin-Win Garant Securities*

*Win-Win Garant Securities*

*Icarus Garant Securities*

*Downside Icarus Garant Securities*

*Garant Express Securities*

*Downside Garant Express Securities*

*Garant Bonus Securities*

*Downside Garant Bonus Securities*

*Protection Garant Securities*

*Downside Protection Garant Securities*

[§ 1

**Definitions**

[In the case of Act/Act (ICMA), the following applies:

"**Accrual Period**" means each period for which an Interest Amount is to be calculated.]

"**Additional Conditional Amount (m)**" means the Additional Conditional Amount (m) as calculated or determined by the Calculation Agent pursuant to § 2 of the Special Conditions.]

"**Additional Conditional Amount (High) (m)**" means the Additional Conditional Amount (High) (m) as calculated or determined by the Calculation Agent pursuant to § 2 of the Special Conditions.]

"**Additional Conditional Amount (Low) (m)**" means the Additional Conditional Amount (Low) (m) as calculated or determined by the Calculation Agent pursuant to § 2 of the Special Conditions.]

"**Additional Conditional Amount Observation Period (m)**" means, with respect to an Observation Date (m), each Calculation Date from the immediately preceding Observation Date

(m) [(including)] [(excluding)] to the respective Observation Date (m) [(including)] [(excluding)].] *[Insert other method to determine the Additional Conditional Amount Observation Period (m)]*

**["Additional Conditional Amount Payment Date (m)"]** means the Additional Conditional Amount Payment Date (m) as specified in § 1 of the Product and Underlying Data. [[Each] [The] Additional Conditional Amount Payment Date (m) shall be subject to the [Following] [Modified Following] [Preceding] Business Day Convention. [The Security Holders shall not be entitled to further interest or other payments in respect of such delay.]]

**["Additional Conditional Amount Payment Event (m)"]** means, with respect to an Observation Date (m),

*[In the case of Securities with an Additional Conditional Amount (m) (Upside Coupon, Memory, Upside Performance or Telescope) the following applies:*

that R (m) is equal to or greater than the [respective] Additional Conditional Amount Payment Level (m).]

*[In the case of Securities with an Additional Conditional Amount (m) (Downside Coupon, Downside Memory or Downside Performance), the following applies:*

that R (m) is or equal to or lower than the [respective] Additional Conditional Amount Payment Level (m).]

*[In the case of Securities with an Additional Conditional Amount (m) (Range Coupon) the following applies:*

that R (m) is equal to or greater than the [respective] Additional Conditional Amount Payment Level (Low) (m) and equal to or lower than the [respective] Additional Conditional Amount Payment Level (High) (m).]

*[In the case of Securities with an Additional Conditional Amount (m) (Geoscope or Geoscope Barrier), the following applies:*

that the Geometric Average Performance of the Underlying (m) on the respective Observation Date (m) is greater than the [respective] Additional Conditional Amount Payment Level (m).]

*[In the case of Securities with an Additional Conditional Amount (m) (Upside Accrual), the following applies:*

*[In the case of Securities with Date-related Observation, the following applies:*

that R (m) is equal to or greater than the [respective] Additional Conditional Amount Payment Level (m).]

*[In the case of Securities with Daily Observation, the following applies:*

that [any Reference Price] [the Reference Rate on any Interest Determination Date] during the respective Additional Conditional Amount Observation Period (m) is equal to or greater than the [respective] Additional Conditional Amount Payment Level (m).]]

*[In the case of Securities with an Additional Conditional Amount (m) (Downside Accrual), the following applies:*

*[In the case of Securities with Date-related Observation, the following applies:*

that R (m) is equal to or lower than the [respective] Additional Conditional Amount Payment Level (m).]

*[In the case of Securities with Daily Observation, the following applies:*

that [any Reference Price] [the Reference Rate on any Interest Determination Date] during the respective Additional Conditional Amount Observation Period (m) is equal to or lower than the [respective] Additional Conditional Amount Payment Level (m).]]

[In the case of Securities with an Additional Conditional Amount (m) (**Range Accrual**), the following applies:

[In the case of Securities with **Date-related Observation**, the following applies:

that R (m) is (i) greater than [or equal to] the [respective] Lower Accrual Level (m) and (ii) lower than [or equal to] the [respective] Upper Accrual Level (m).]

[In the case of Securities with **Daily Observation**, the following applies:

that [any Reference Price] [the Reference Rate on any Interest Determination Date] during the respective Additional Conditional Amount Observation Period (m) is (i) greater than [or equal to] the Lower Accrual Level (m) and (ii) lower than [or equal to] the [respective] Upper Accrual Level (m).]]

[In the case of Securities with Additional Conditional Amount (m) (**Cliquet or Cliquet Performance**), the following applies:

[that R (m) is greater than or equal to R (m-1).]]

[In the case of Securities with Additional Conditional Amount (m) (**Digital Coupon**), the following applies:

"**Additional Conditional Amount Payment Event (High) (m)**" means, with respect to an Observation Date (m), that R (m) is or equal to or higher than the [respective] Additional Conditional Amount Payment Level (High) (m).

"**Additional Conditional Amount Payment Event (Low) (m)**" means, with respect to an Observation Date (m), that R (m) is or equal to or higher than the [respective] Additional Conditional Amount Payment Level (Low) (m) and lower than the [respective] Additional Conditional Amount Payment Level (High).]

"**Additional Conditional Amount Payment Factor (m)**" means the respective Additional Conditional Amount Payment Factor (m) as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [ ] Banking Days.]]

"**Additional Conditional Amount Payment Factor (High) (m)**" means the respective Additional Conditional Amount Payment Factor (High) (m) as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [ ] Banking Days.]]

"**Additional Conditional Amount Payment Factor (Low) (m)**" means the respective Additional Conditional Amount Payment Factor (Low) (m) as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [ ] Banking Days.]]

"**Additional Conditional Amount Payment Level (m)**" means [the respective Additional Conditional Amount Payment Level (m) as specified in § 1 of the Product and Underlying Data.] [the respective Additional Conditional Amount Payment Factor (m) multiplied by R (initial).]

"**Additional Conditional Amount Payment Level (High) (m)**" means [the respective Additional Conditional Amount Payment Level (High) (m) as specified in § 1 of the Product and Underlying Data.] [the respective Upper Additional Conditional Amount Payment Factor (m) multiplied by R (initial).]

"**Additional Conditional Amount Payment Level (Low) (m)**" means [the respective Additional Conditional Amount Payment Level (Low) (m) as specified in § 1 of the Product and Underlying Data.] [the respective Additional Conditional Amount Payment Factor (Low) (m) multiplied by R (initial).]

"**Additional Unconditional Amount (I)**" means the Additional Unconditional Amount (I) as specified in § 1 of the Product and Underlying Data.

"**Additional Unconditional Amount Payment Date (l)**" means the Additional Unconditional Amount Payment Date (l) as specified in § 1 of the Product and Underlying Data. [[Each] [The] Additional Unconditional Amount Payment Date (l) shall be subject to the [Following] [Modified Following] [Preceding] Business Day Convention. [The Security Holders shall not be entitled to further interest or other payments in respect of such delay.]]

"**Additional Unconditional Amount Observation Period (m)**" means, with respect to an Observation Date (m), each Calculation Date from the immediately preceding Observation Date (m) [(including)] [(excluding)] to the respective Observation Date (m) [(including)] [(excluding)].] [*Insert other method to determine the Additional Conditional Amount Observation Period (m)*]

"**Additional Unconditional Amount (m)**" means the Additional Unconditional Amount (m) as calculated or determined by the Calculation Agent pursuant to § 2 of the Special Conditions.]

"**Additional Unconditional Amount Payment Date (m)**" means the Additional Unconditional Amount Payment Date (m) as specified in § 1 of the Product and Underlying Data. [[Each] [The] Additional Unconditional Amount Payment Date (m) shall be subject to the [Following] [Modified Following] [Preceding] Business Day Convention. [The Security Holders shall not be entitled to further interest or other payments in respect of such delay.]]

"**Additional Unconditional Amount Payment Factor (m)**" means the respective Additional Unconditional Amount Payment Factor (m) as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [ ] Banking Days.]]

"**Additional Unconditional Amount Payment Level (m)**" means [the respective Additional Unconditional Amount Payment Level (m) as specified in § 1 of the Product and Underlying Data.] [the respective Additional Unconditional Amount Payment Factor (m) multiplied by R (initial).]

"**Adjusted Nominal Amount**" means the Adjusted Nominal Amount as specified in § 1 of the Product and Underlying Data.]

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

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

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



[In the case of a **Financial Index** as Underlying, the following applies:

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

[In the case of an **Inflation Index** as Underlying, the following applies:

- (a) changes in the relevant Index Concept or the calculation of the Underlying, that result in a new relevant Index Concept or calculation of the Underlying being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Underlying; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) the level of the Underlying has not been published or announced for two consecutive months or the Index Sponsor announces that it will no longer continue to publish or announce the level of the Underlying (the "**Index Replacement Event**");
- (b) the Underlying has been or will be rebased;
- (c) [a Hedging Disruption occurs; or
- (d) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

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

- [(a)] any changes in the Relevant Trading Conditions of the Underlying that lead to a situation where, as a result of the change, the changed Relevant Trading Conditions are no longer economically equivalent to the Relevant Trading Conditions prior to the change; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] [; or
- (b) a Hedging Disruption occurs].]

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

- (a) changes are made in one of the Fund Documents without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the method of calculating the NAV or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) requests for the subscription, issue, redemption and/or transfer of Fund Shares are not or only partially executed;
- (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (d) the Fund or the Management Company or a Fund Service Provider appointed for this purpose by the Fund or the Management Company fails to publish the NAV as scheduled or in accordance with normal practice or as specified in the Fund Documents[ for more than [*Insert number of Banking Days*] consecutive Banking Day(s)];
- (e) a change in the legal form of the Fund;
- (f) a change of significant individuals in key positions at the Management Company or in the Fund Management; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (g) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund or of the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund or the Management Company by the relevant authority; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or an order by a competent authority relating to the activities of the Fund, the Management Company or a Fund Services Provider, or of individuals in key positions at the Management Company or in the Fund Management as a result of misconduct, a violation of the law or for similar reasons; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (h) a breach by the Fund or the Management Company of the investment objectives, the investment strategy or the investment restrictions of the Fund (as defined in the Fund Documents) that is material, or a breach of statutory or regulatory requirements by the Fund or the Management Company; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (i) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Issuer, in relation to the subscription, purchase, redemption, sale or holding of Fund Shares, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Issuer with

respect to complying with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

- (j) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) as a result of which compliance by the Issuer with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities would become unlawful or impracticable or would entail substantially higher costs; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (k) an increase in the proportion of the volume held by the Issuer alone or together with a third party with which the Issuer enters into a hedging transaction with respect to the Securities beyond [*Insert relevant percentage*]% of the outstanding Fund Shares [due to reasons for which the Issuer is not solely responsible];
- (l) the Issuer is required to consolidate the Fund as a result of accounting or other regulations;
- (m) the sale or redemption of the Fund Shares for reasons beyond the control of the Issuer and not relating to the Securities, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (n) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares or of the redemption of existing Fund Shares or (ii) the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares or (iv) payments in respect of a redemption of Fund Shares being made partly or wholly by means of a distribution in kind instead of for cash [(unless such distribution in kind is at the option of a shareholder in the Fund or it is specified in the Fund Documents as the normal practice)] or (v) the creation of side pockets for segregated assets; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (o) the Management Company or a Fund Services Provider discontinues its services for the Fund or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another services provider which is of similarly good standing; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (p) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;
- (q) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;

- (r) the Issuer loses the right to use the Fund Share as the Underlying for the Securities [due to reasons for which the Issuer is not solely responsible];
- (s) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (t) a change or the cancellation or the announced cancellation of the notification of the bases of taxation for the Fund in accordance with the applicable provisions of the German Investment Tax Act (*Investmentsteuergesetz*, "**InvStG**") and such change or cancellation would have a negative consequence for the Issuer; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (u) changes in the investment or distribution policy of the Fund which could have a substantial negative effect on the amount of the Fund's distributions as well as distributions which diverge significantly from the Fund's normal distribution policy to date; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (v) the Fund or the Management Company or a company affiliated to it breaches the rebate or any other agreement entered into with the Issuer in relation to the Fund in a significant respect (e.g. lowering of rebate levels or non-payment of agreed rebates) or terminates that agreement; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (w) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (x) the Fund or the Management Company fails to provide the Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (y) any other event that could have a noticeable adverse effect on the NAV of the Fund or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (z) the NAV is no longer published in the Underlying Currency,
- (aa) starting 31 December 2018, the Issuer does not receive with respect to [each Calculation Date][at least for one Calculation Date in each calendar month] a list of the investments

held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the [next following][within five] Banking Day[s][(each a "**Fund Replacement Event**")];[.]

- [(bb) a Hedging Disruption occurs] [;][.]
- [( [ ] ) the Historic Volatility of the Underlying exceeds a volatility level of [Insert]%.]
- [( [ ] ) the Historic Volatility of the Underlying exceeds the Historic Volatility of the Fund-Benchmark on a day that is a Calculation Date and a Fund-Benchmark Calculation Date by more than [Insert]%.]

The "**Historic Volatility of the Underlying**" is calculated on a Calculation Date [that is also a Fund-Benchmark Calculation Date] on the basis of the daily logarithmic returns of the Underlying over the immediately preceding [Insert number of days] Calculation Dates [that are also Fund-Benchmark Calculation Dates] in each case using the following formula:

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

Where:

"t" is the relevant Calculation Date;

"P" is [Insert number of days];

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

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

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

[The degree of variation (volatility) is estimated on a relevant Calculation Date [that is also a Fund-Benchmark Calculation Date] using the daily returns of the Underlying for the most recent [Insert number of days] Calculation Dates [that are also Fund-Benchmark Calculation Dates] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV between two consecutive Calculation Dates [that are also Fund-Benchmark Calculation Dates] in each case. [The respective volatility determined using this method may not exceed a volatility level of [Insert]%.]

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

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

Where:

"t" is the relevant Fund-Benchmark Calculation Date which is also a Calculation Date;

"P" is [Insert number of days];

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

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

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

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

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

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

- (a) changes are made in one of the Fund Documents without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the method of calculating the NAV or (v) the timetable for the subscription, issue, redemption and/or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (b) requests for the issue, purchase, redemption, sale or transfer of Fund Shares are not only partially executed;
- (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares; whether the conditions are fulfilled shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (d) the Fund or the Management Company or a provider of fund services appointed for this purpose by the Fund or the Management Company fails to publish the NAV as scheduled or in accordance with normal practice or as specified in the Fund Documents[ for more than [Insert number of Banking Days] consecutive Banking Days];
- (e) a change in the legal form of the Fund;
- (f) the quotation of the Underlying at the Relevant Exchange is finally ceased and no Substitute Relevant Exchange could be determined; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (g) a change of significant individuals in key positions at the Management Company or in the Fund Management; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (h) an early termination performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying;
- (i) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund or of the Management Company; or (iii) the

suspension, cancellation, revocation or absence of an authorisation of the Fund or the Management Company by the relevant authority; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or an order by a competent authority relating to the activities of the Fund, the Management Company or a Fund Services Provider, or of individuals in key positions at the Management Company or in the Fund Management as a result of misconduct, a violation of the law or for similar reasons; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

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

- the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (q) the Management Company or a Fund Services Provider discontinues its services for the Fund or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another services provider which is of similarly good standing; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
  - (r) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;
  - (s) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
  - (t) the Issuer loses the right to use the Fund Share as the Underlying for the Securities [due to reasons for which the Issuer is not solely responsible];
  - (u) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
  - (v) a change or the cancellation or the announced cancellation of the notification of the bases of taxation for the Fund in accordance with the applicable provisions of the German Investment Tax Act (*Investmentsteuergesetz*, "InvStG") and such change or cancellation would have a negative consequence for the Issuer; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
  - (w) changes in the investment or distribution policy of the Fund which could have a substantial negative effect on the amount of the Fund's distributions as well as distributions which diverge significantly from the Fund's normal distribution policy to date; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
  - (x) the Fund or the Management Company or a company affiliated to it breaches the rebate or any other agreement entered into with the Issuer in relation to the Fund in a significant respect (e.g. lowering of rebate levels or non-payment of agreed rebates) or terminates that agreement; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
  - (y) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its



- reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (z) the Fund or the Management Company fails to provide the Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (aa) any other event that could have a noticeable adverse effect on the NAV of the Fund or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (bb) the NAV is no longer published in the Underlying Currency[;]
- (cc) starting 31 December 2018, the Issuer does not receive with respect to [each Calculation Date][at least for one Calculation Date in each calendar month] a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the [next following][within five] Banking Day[s] [(each a "**Fund Replacement Event**")];[.]
- [(dd) a Hedging Disruption occurs;][.]
- [( [ ] ) the Historic Volatility of the Underlying exceeds a volatility level of [Insert]%.]
- [( [ ] ) the Historic Volatility of the Underlying exceeds the Historic Volatility of the Fund-Benchmark on a day that is a Calculation Date and a Fund-Benchmark Calculation Date by more than [Insert]%.]

The "**Historic Volatility of the Underlying**" is calculated on a Calculation Date [that is also a Fund-Benchmark Calculation Date] on the basis of the daily logarithmic returns of the Underlying over the immediately preceding [*Insert number of days*] Calculation Dates [that are also Fund-Benchmark Calculation Dates] in each case using the following formula:

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

Where:

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

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

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

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

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

The degree of variation (volatility) is estimated on a relevant Calculation Date [that is also a Fund-Benchmark Calculation Date] using the daily returns of the Underlying for the most recent [*Insert number of days*] Calculation Dates [that are also Fund-Benchmark Calculation Dates] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV between two consecutive Calculation Dates [that are also Fund-Benchmark Calculation Dates] in

each case. [The respective volatility determined using this method may not exceed a volatility level of *[Insert]%*.]

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

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

Where:

"**t**" is the relevant Fund-Benchmark Calculation Date which is also a Calculation Date;

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

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

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

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

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

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

[In the case of a **Fund Index** as Underlying, the following applies:

each Index Adjustment Event and Fund Adjustment Event.]]

[In the case of **Fund** or a **Fund Index** as Underlying, the following applies:

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

"**Aggregate Nominal Amount**" means the Aggregate Nominal Amount of the Series as specified in § 1 of the Product and Underlying Data.]

[In the case of a **Fund** or a **Fund Index** as Underlying, the following applies:

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

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

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

**"Barrier"** means [the Barrier as specified in § 1 of the Product and Underlying Data] [Barrier Level x R (initial). [The Barrier shall be rounded up or down to [six] [four] decimals, with 0.0000[00]5 being rounded upwards.]]]

[In the case of Securities with **Final Barrier Observation (Upside)**, the following applies:

**"Barrier Event"** means that R (final) is [equal to or] lower than the Barrier.]

[In the case of Securities with **Final Barrier Observation (Downside)**, the following applies:

**"Barrier Event"** means that R (final) is [equal to or] higher than the Barrier.]

[In the case of Securities with **Final Barrier Observation (Upside Reference Rate)**, the following applies:

**"Barrier Event"** means that the Reference Rate on the Final Observation Date is [equal to or] lower than the Barrier.]

[In the case of Securities with **Final Barrier Observation (Downside Reference Rate)**, the following applies:

**"Barrier Event"** means that the Reference Rate on the Final Observation Date is [equal to or] higher than the Barrier.]

[In the case of Securities with **Date-related Barrier Observation (Upside)**, the following applies:

**"Barrier Event"** means that any Reference Price on the respective Barrier Observation Date is [equal to or] lower than the Barrier.]

[In the case of Securities with **Date-related Barrier Observation (Downside)**, the following applies:

**"Barrier Event"** means that any Reference Price on the respective Barrier Observation Date is [equal to or] higher than the Barrier.]

[In the case of Securities with **Daily Barrier Observation (Upside)**, the following applies:

**"Barrier Event"** means that any Reference Price during the Barrier Observation Period is [equal to or] lower than the Barrier.]

[In the case of Securities with **Daily Barrier Observation (Downside)**, the following applies:

**"Barrier Event"** means that any Reference Price during the Barrier Observation Period is [equal to or] higher than the Barrier.]

[In the case of Securities with **Continuous Barrier Observation (Upside)**, the following applies:

**"Barrier Event"** means that any [price] [rate] of the Underlying [as published by the [Relevant Exchange] [Index Sponsor or Index Calculation Agent] [Reference Market]] [as published on the Screen Page for the Continuous Observation] with continuous observation during the Barrier Observation Period is [equal to or] lower than the Barrier. [A published price shall refer to any price officially published by the Relevant Exchange, resulting from a real transaction, observed during trading hours, from opening auction to closing, with opening and closing auction prices included.]]

[In the case of Securities with **Continuous Barrier Observation (Downside)**, the following applies:

**"Barrier Event"** means that any [price] [rate] of the Underlying [as published by the [Relevant Exchange] [Index Sponsor or Index Calculation Agent] [Reference Market]] [as published on the Screen Page for the Continuous Observation] with continuous observation during the Barrier Observation Period is [equal to or] higher than the Barrier. [A published price shall refer to any price officially published by the Relevant Exchange, resulting from a real transaction, observed

during trading hours, from opening auction to closing, with opening and closing auction prices included.]]

[In the case of **Garant Barrier Geoscope Securities** or in the case of **Securities with an Additional Conditional Amount (m) (Geoscope Barrier)**, the following applies:

"**Barrier Event**" means that the Geometric Average Performance of the Underlying (m) on any Observation Date (m) is equal to or greater than the Barrier Level.]

"**Barrier Level**" means the Barrier Level as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [ ] Banking Days.]]

[In the case of **Securities with Continuous Barrier Observation**, the following applies:

"**Barrier Observation Period**" means each Calculation Date from the First Day of the Barrier Observation Period (including) to the Last Day of the Barrier Observation Period (including).]

[In the case of a **Currency Exchange Rate as Underlying**, the following applies:

"**Base Currency**" means the Base Currency as specified in § 2 of the Product and Underlying Data.]

[In the case of **All Time High Garant Securities**, the following applies:

"**Best Performance of the Underlying**" means the quotient of  $R(\text{final})_{\text{best}}$ , as the numerator, and  $R(\text{initial})$ , as the denominator.]

[In the case of **Securities with Best-in Observation**, the following applies:

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

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

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

"**Bonus Amount**" means [the Bonus Amount as specified in § 1 of the Product and Underlying Data.] [Bonus Level] [x  $R(\text{initial})$ ] [Nominal Amount x Bonus Level]. [The Bonus Amount shall be rounded up or down to [six] [four] decimals, with 0.0000[00]5 being rounded upwards.]]

"**Bonus Level**" means the Bonus Level as specified in § 1 of the Product and Underlying Data.]

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

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

"**Calculation Date**" means each day on which FX is published by the Fixing Sponsor.]

"**Cap**" means [the Cap as specified in § 1 of the Product and Underlying Data.] [Cap Level x  $R(\text{initial})$ .]]

"**Cap Level**" means the Cap Level as specified in § 1 of the Product and Underlying Data.]

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

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

that becomes effective on or after the First Trade Date,

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

The decision as to whether the preconditions exist shall be made by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

"**Clearance System**" means the principal domestic clearance system customarily used for settling [trades with respect to the [Underlying] [securities that form the basis of the Underlying]] [subscriptions or redemptions of Fund Shares]; such system shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].

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

"**Clearing System**" means [Clearstream Banking AG, Frankfurt am Main ("**CBF**") [Clearstream Banking société anonyme, Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**") (CBL and Euroclear are individually referred to as an "**ICSD**" (International Central Securities Depository) and, collectively, the "**ICSDs**") [Euroclear France SA ("**Euroclear France**") [Monte Titoli S.p.A., with offices in Piazza degli Affari no. 6, Milan, Italy ("**Monte Titoli**") [Insert other Clearing System(s)].

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

- (a) no suitable Replacement Reference Market is available or could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];
- (c) the Underlying is no longer calculated or published in the Underlying Currency[;]
- (d) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]].]

"**Conversion Event**" means [Share Conversion Event] [Index Conversion Event] [Inflation Conversion Event] [Commodity Conversion Event] [,] [or] [Fund Conversion Event] [,] [or] [Reference Rate Conversion Event] [,] [or] [FX Conversion Event] [,] [or] [Change in Law [and/or Hedging Disruption] [and/or Increased Cost of Hedging]].]

[In the case of a **Currency Exchange Rate** as Underlying, the following applies:

"**Counter Currency**" means the Counter Currency as specified in § 2 of the Product and Underlying Data.]

[In the case of a **Fund** or a **Fund Index** as Underlying, the following applies:

"**Custodian Bank**" means [the Custodian Bank [specified in § 2 of the Product and Underlying Data][as specified in the Fund Documents][of the Fund]. If the Fund or the Management Company specifies another person, company or institution as the Custodian Bank of the Fund, each and every reference to the Custodian Bank in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Custodian Bank] [, in relation to a Fund, a person, company or institution acting as custodian of the Fund's assets according to the Fund Documents].]

[In the case of Securities with **Additional Conditional Amount (m) (Upside Accrual)**, the following applies:

"**d (m)**" means, with respect to an Additional Conditional Amount Observation Period (m), the number of days during the relevant Additional Conditional Amount Observation Period (m) on which the [Reference Price] [Reference Rate] is equal to or greater the respective Additional Conditional Amount Payment Level (m).]

[In the case of Securities with **Additional Conditional Amount (m) (Downside Accrual)**, the following applies:

"**d (m)**" means, with respect to an Additional Conditional Amount Observation Period (m), the number of days during the relevant Additional Conditional Amount Observation Period (m) on which the [Reference Price] [Reference Rate] is equal to or lower than the respective Additional Conditional Amount Payment Level (m).]

[In the case of Securities with **Additional Conditional Amount (m) (Range Accrual)**, the following applies:

"**d (m)**" means, with respect to an Additional Conditional Amount Observation Period (m), the number of days during the relevant Additional Conditional Amount Observation Period (m) on which the [Reference Price] [Reference Rate] is equal to or greater than the Lower Accrual Level (m) and equal to or lower than the Upper Accrual Level (m).]

["**D (m)**" means, with respect to an Additional Conditional Amount Observation Period (m), the total number of days of the relevant Additional Conditional Amount Observation Period (m).]

[In the case of Securities with **Additional Conditional Amount (m) (Telescope)**, the following applies:

"**D (m)**" means the denominator attributed to the respective Observation Date (m) as specified in § 1 of the Product and Underlying Data.]

[In the case of interest bearing Securities, the following applies:

"**Day Count Fraction**" means the Day Count Fraction as specified in § 2 ([ ]) of the Special Conditions.]

["**Designated Maturity<sub>[1]</sub>**" means the Designated Maturity<sub>[1]</sub> as specified in § 1 of the Product and Underlying Data.]

["**Designated Maturity<sub>2</sub>**" means the Designated Maturity<sub>2</sub> as specified in § 1 of the Product and Underlying Data.]

["**Determining Futures Exchange**" means the [options and/or] futures exchange, on which derivatives of the Underlying [or – if derivatives on the Underlying are not traded – of its components] (the "**Derivatives**") are most liquidly traded; such [options and/or] futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] [by way of notice pursuant to § 6 of the General Conditions] in accordance with such Derivative's number or liquidity].

In the case of a material change in the market conditions at the Determining Futures Exchange, such as a final discontinuation of derivatives' quotation linked to the Underlying [or to its components] at the Determining Futures Exchange or a considerably restricted number or liquidity, it shall be substituted as the Determining Futures Exchange by another [options and/or] futures exchange that offers satisfactorily liquid trading in the Derivatives (the

"**Substitute Futures Exchange**"); such [options and/or] futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. In this case, any reference to the Determining Futures Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Futures Exchange.]

**"Downside Performance of the Underlying"** means

[In the case of **Option 1**, the following applies:

the difference of (i) the number two (2) and (ii) R (final) divided by the R (initial).]

[In the case of **Option 2**, the following applies:

(i) the difference of the number two (2) and R (final) (ii) divided by the Final Strike.]

[In the case of **Option 3**, the following applies:

the difference of (i) the Final Strike Level and (ii) R (final) divided by R (initial).]

[In the case of **Option 4**, the following applies:

(i) the difference of the Final Strike and R (final) (ii) divided by the Final Strike.]]

**"Downside Performance of the Underlying (m)"** means

[In the case of **Option 1**, the following applies:

the Performance of the Underlying (m) using the following formula:

$$2 \frac{R(m)}{\text{Strike}}$$

[In the case of **Option 2**, the following applies:

the quotient of (i) the Strike minus R (m) as the numerator and (ii) R (initial).]]

[In the case of **Securities with Automatic Early Redemption**, the following applies:

**"Early Payment Date (n)"** means the "Early Payment Date (n)" as specified in § 1 of the Product and Underlying Data. [[Each] [The] Early Payment Date (n) shall be subject to the [Following] [Modified Following] [Preceding] Business Day Convention. [The Security Holders shall not be entitled to further interest or other payments in respect of such delay.]]

**"Early Redemption Amount (n)"** means the "Early Redemption Amount (n)" as calculated or, respectively specified by the Calculation Agent pursuant to § 4 (2) of the Special Conditions.

**"Early Redemption Amount Determination Factor (n)"** means the "Early Redemption Amount Determination Factor (n)" as specified in § 1 of the Product and Underlying Data.]

[In the case of **Date-related Early Redemption Observation (Upside)**, the following applies:

**"Early Redemption Event (n)"** means that R (n) is equal to or greater than the Early Redemption Level (n) on the respective Observation Date (n).]

[In the case of **Date-related Early Redemption Observation (Downside)**, the following applies:

**"Early Redemption Event (n)"** means that R (n) is equal to or lower than the Early Redemption Level (n) on the respective Observation Date (n).]

[In the case of **Average Early Redemption Observation (Upside)**, the following applies:

**"Early Redemption Event (n)"** means that the equally weighted average of the Reference Prices on the Averaging Observation Dates (n) is equal to or greater than the Early Redemption Level (n).]

[In the case of **Average Early Redemption Observation (Downside)**, the following applies:

"**Early Redemption Event (n)**" means that the equally weighted average of the Reference Prices on the Averaging Observation Dates (n) is equal to or lower than the Early Redemption Level (n).]

[In the case of **Daily Early Redemption Observation (Upside)**, the following applies:

"**Early Redemption Event (n)**" means that the Reference Price on any Calculation Date during the Observation Period (n) is equal to or greater than the Early Redemption Level (n).]

[In the case of **Daily Early Redemption Observation (Downside)**, the following applies:

"**Early Redemption Event (n)**" means that the Reference Price on any Calculation Date during the Observation Period (n) is equal to or lower than the Early Redemption Level (n).]

["**Early Redemption Factor (n)**" means the "Early Redemption Factor (n)" as specified in § 1 of the Product and Underlying Data.] [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [ ] Banking Days.]]

"**Early Redemption Level (n)**" means [the "Early Redemption Level (n)" as specified in § 1 of the Product and Underlying Data] [Early Redemption Factor (n) x R (initial)].]

[In the case of floating rate Securities with EURIBOR as Reference Rate, the following applies:

"**Eurozone**" means the countries and territories listed in Annex of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the Euro, in its current version.]

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

"**Exchange Traded Fund**" means a Fund specified as Exchange Traded Fund in § 1 of the Product and Underlying Data.]

["**Exercise Date**" means the [[last] Final Observation Date] [the Exercise Date as specified in § 1 of the Product and Underlying Data].]

["**Expiry Date [(Data di Scadenza)]**" means the Expiry Date as specified in § 1 of the Product and Underlying Data.]

["**Factor**" means the Factor as specified in § 1 of the Product and Underlying Data.]

["**Final Participation Factor**" means the Final Participation Factor as specified in § 1 of the Product and Underlying Data.]

"**Final Payment Date**" means the Final Payment Date, as specified in § 1 of the Product and Underlying Data. [The Final Payment Date shall be subject to the [Following] [Modified Following] [Preceding] Business Day Convention. [The Security Holders shall not be entitled to further interest or other payments in respect of such delay.]]

[In the case of Securities with Automatic Early Redemption, the following applies:

"**Final Redemption Event**" means that the Reference Price is equal to or [greater] [lower] than the Final Redemption Level on the Final Observation Date.

["**Final Redemption Factor**" means the Final Redemption Factor as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [•] Banking Days.]]

"**Final Redemption Level**" means the [Final Redemption Level as specified in § 1 of the Product and Underlying Data] [Final Redemption Factor x R (initial)].]

["**Final Strike**" means [the Final Strike as specified in § 1 of the Product and Underlying Data] [Final Strike Level x R (initial)].]

["**Final Strike Level**" means the Final Strike Level as specified in § 1 of the Product and Underlying Data[, subject to the occurrence of a Protection Lock-in Event. If a Protection Lock-in Event has occurred on [any] [all] Protection Lock-in Date[s] (k), the Final Strike Level will



be equal to the Protection Lock-in (k) [related to the last Protection Lock-in Date (k) on which a Protection Lock-in Event has occurred]].]

[In the case of Securities with **Continuous Barrier Observation**, the following applies:

"**First Day of the Barrier Observation Period**" means the First Day of the Barrier Observation Period as specified in § 1 of the Product and Underlying Data.]

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

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

[In the case of Securities where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:

"**First Day of the Distribution Observation Period**" means the first Initial Observation Date.]

[In the case of Securities with a **Daily Early Redemption Observation**, the following applies:

"**First Day of the Observation Period (n)**" means the First Day of the Observation Period (n) as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with **Worst-out Observation**, the following applies:

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

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

"**Fixed Amount (m)**" means, with respect to an Observation Date (m), the Fixed Amount (m), as specified in § 1 of the Product and Underlying Data.]

[In the case of **Digital Interest Rate Securities**, the following applies:

"**Fixed Interest Rate<sub>1</sub>**" means the Fixed Interest Rate<sub>1</sub> as specified in § 1 of the Product and Underlying Data.

"**Fixed Interest Rate<sub>2</sub>**" means the Fixed Interest Rate<sub>2</sub> as specified in § 1 of the Product and Underlying Data.]

[In the case of **Compo Securities** or in the case of a **Currency Exchange Rate** as Underlying, the following applies:

"**Fixing Sponsor**" means the Fixing Sponsor, as specified in § [ ] of the Product and Underlying Data.]

"**Floor**" means [the Floor as specified in § 1 of the Product and Underlying Data] [Floor Level - 100%].]

"**Floor Level**" means the Floor Level as specified in § 1 of the Product and Underlying Data[, subject to the occurrence of a Protection Lock-in Event. If a Protection Lock-in Event has occurred on [any] [all] Protection Lock-in Date[s] (k), the Floor Level will be equal to the Protection Lock-in (k) [related to the last Protection Lock-in Date (k) on which a Protection Lock-in Event has occurred]].]

"**Following Business Day Convention**" means that if, with respect to a Payment Date, the respective Payment Date is not a Banking Day, the Security Holders shall not be entitled to payment until the next following Banking Day.]

[In the case of a **Fund** or a **Fund Index** as Underlying, the following applies:

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

[In the case of a **Fund Index** as Underlying, the following applies:

"**Fund Adjustment Event**" means:

- (a) changes are made in one of the Fund Documents without the consent of the Calculation Agent which affect the ability of the Issuer and/or the Hedging Party to comply with the terms of its hedging transactions, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the respective method of calculating the net asset value or (v) the timetable for the subscription, issue, redemption and/or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) requests for the redemption, subscription or transfer of Fund Shares are not or only partially executed;
- (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (d) the Fund or the Management Company or the Fund Services Provider appointed for this purpose by the Fund or the Management Company fails to publish the NAV as scheduled or in accordance with normal practice or as specified in the Fund Documents[ for more than [*Insert number of Banking Days*] consecutive Banking Days];
- (e) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the registration or accreditation of the Fund or of the Management Company; or (iii) the suspension, cancellation, revocation or absence of a corresponding authorisation of the Fund or of the Management Company by the relevant authority; or (iv) the initiation of investigatory proceedings, a conviction by a court or an order by a competent authority relating to the activities of the Fund, the Management Company or a Fund Services Provider, or of individuals in key positions as a result of misconduct, a violation of the law or for similar reasons;
- (f) a breach of the investment objectives or the investment restrictions of the Fund (as defined in the Fund Documents) or a breach of statutory or regulatory requirements by the Fund or the Management Company; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (g) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Issuer or the Hedging Party, in relation to the subscription, redemption or holding of Fund Shares, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Issuer or the Hedging Party with respect to its hedging transactions to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (h) an increase in the proportion of the volume held by the Issuer and the Hedging Party alone or together with a third party with which the Hedging Party in turn enters into hedging transactions beyond [*Insert relevant percentage*]% of the outstanding Fund Shares in the Fund [due to reasons for which the Issuer is not solely responsible];

- (i) the Issuer or the Hedging Party is required to consolidate the Fund as a result of accounting or other regulations;
- (j) the sale or redemption of Fund Shares for reasons beyond the control of the Issuer or the Hedging Party, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (k) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares or of the redemption of existing Fund Shares, (ii) the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of that shareholder, (iii) the subdivision, consolidation or reclassification of the Fund Shares, (iv) payments in respect of a redemption of Fund Shares being made partly or wholly by means of a distribution in kind instead of for cash or (v) the creation of so-called side pockets for segregated assets of the Fund; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (l) a change in the tax laws and regulations or in their implementation or interpretation which has negative consequences for an Issuer, the Hedging Party or a Security Holder; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (m) a change or the cancellation or the announced cancellation of the notification of the bases of taxation for the Fund in accordance with the applicable provisions of the German Investment Tax Act (*Investmentsteuergesetz, "InvStG"*) and such change or cancellation would have a negative consequence for the Issuer; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (n) the Fund or the Management Company or a company affiliated to it breaches the agreement entered into with the Index Calculation Agent, the Issuer or the Hedging Party in relation to the Fund in a significant respect or terminates that agreement; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (o) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Index Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (p) the Fund or the Management Company fails to provide the Index Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

- (q) any other event that could have a noticeable adverse effect on the net asset value of the Fund or on the ability of the Hedging Party to hedge its obligations under the hedging transactions on more than a temporary basis; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (r) starting 31 December 2018, the Issuer does not receive with respect to [each Calculation Date][at least for one Calculation Date in each calendar month] a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the [next following][within five] Banking Day[s] [(each a "**Fund Replacement Event**")];
- (s) a Hedging Disruption occurs].

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

["**Fund-Benchmark**" means the index as specified in § 1 of the Product and Underlying Data.]

["**Fund-Benchmark Calculation Date**" means each day on which the Fund-Benchmark Reference Price is calculated and published by the Fund-Benchmark Sponsor.]

["**Fund-Benchmark Reference Price**" means the closing price of the Fund-Benchmark.]

["**Fund-Benchmark Sponsor**" means the Fund-Benchmark Sponsor as specified in § 1 of the Product and Underlying Data.]

["**Fund-Benchmark Replacement Event**" means

- (a) any change in the relevant index concept or the calculation of the Fund-Benchmark, that result in a new relevant index concept or calculation of the Fund-Benchmark being no longer economically equivalent to the original relevant index concept or the original calculation of the Fund-Benchmark; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) the calculation or publication of the Fund-Benchmark is finally discontinued, or replaced by another index (the "**Fund-Benchmark Replacement Event**");
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Fund-Benchmark as basis for any calculation or specifications described in these Terms and Conditions;
- (d) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Fund-Benchmark; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].

In cases of a Fund-Benchmark Replacement Event the Calculation Agent is entitled to determine [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith], which index should be used in the future as a Fund-Benchmark (the "**Replacement Fund-Benchmark**"). The Replacement Fund-Benchmark will be published in accordance with § 6 of the General Conditions. Any reference to the replaced Fund-Benchmark in these Terms and Conditions shall be deemed to refer to the Replacement Fund-Benchmark.

If the Fund-Benchmark is no longer determined by the Fund-Benchmark Sponsor but rather by another person, company or institution (the "**New Fund-Benchmark Sponsor**"), then any calculation described in these Terms and Conditions shall occur on the basis of the **Fund-Benchmark** as determined by the New Fund-Benchmark Sponsor. In this case, any reference to the replaced Fund-Benchmark Sponsor in these Terms and Conditions shall be deemed to refer to the New Fund-Benchmark Sponsor.]

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

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

- [(a) no Replacement Underlying is available; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];]
- [( [ ] no Replacement Management Company is available; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];]
- [( [ ] a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];]
- [( [ ] an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not justifiable with regard to the Issuer and/or the Security Holders (respectively a "**Fund Replacement Event**"); whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith]].]

[In the case of a **Fund Index** as Underlying, the following applies:

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

[In the case of a **Fund** or a **Fund Index** as Underlying, the following applies:

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

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

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

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

[In the case of **Compo Securities** or in the case of a **Currency Exchange Rate** as Underlying, the following applies:

"**FX**" means the [official] fixing of the FX Exchange Rate as published [at [Insert] [p.m.] [a.m.] [Insert] local time] by the Fixing Sponsor on the FX Screen Page (or any successor page).]

"**FX Calculation Date**" means each day on which FX is published by the Fixing Sponsor.]

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

[(a) no suitable New Fixing Sponsor (as specified in § 9 (1) of the Special Conditions) or Replacement Exchange Rate (as specified in § 9 (2) of the Special Conditions) is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];]

[(b) due to the occurrence of special circumstances or force majeure (such as catastrophes, war, terror, insurgency, restrictions on payment transactions, entering of the currency used for the calculation into the European Economic Monetary Union, withdrawing of the relevant country from the European Economic Monetary Union and other circumstances having a comparable impact on [FX] [the Underlying]) the reliable determination of FX is impossible or impracticable[.] [;]

[[ ] a Change in Law has occurred.]]

"**FX Exchange Rate**" means the exchange rate for the conversion of [the Specified Currency into the Underlying Currency] [the Underlying Currency into the Specified Currency] [the Base Currency into the Counter Currency].

["**FX (final)**"] means FX on the FX Observation Date (final).]

["**FX (initial)**"] means FX on the FX Observation Date (initial).]

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

- (a) the failure of the Fixing Sponsor to publish the FX;
- (b) the suspension or restriction in foreign exchange trading for at least one of the two currencies quoted as a part of FX (including options or futures contracts) or the restriction of the convertibility of the currencies quoted in such exchange rate or the effective impossibility of obtaining a quotation of such exchange rate;
- (c) any other events with commercial effects which are similar to the events listed above;

to the extent that the above-mentioned events are material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

["**FX Observation Date (final)**"] means the FX Observation Date (final) [as specified in § 1 of the Product and Underlying Data][immediately following the [last] Final Observation Date].]

["**FX Observation Date (initial)**"] means the FX Observation Date (initial) [as specified in § 1 of the Product and Underlying Data][immediately prior to the [first] Initial Observation Date].]

"**FX Screen Page**" means the FX Screen Page as specified in § [ ] of the Product and Underlying Data.]

[In the case of **Garant Barrier Geoscope Securities** or **Securities with Additional Conditional Amount (m) (Geoscope or Barrier Geoscope)** the following applies:

"**Geometric Average Performance of the Underlying (m)**" means the value calculated pursuant the following formula:

(Performance of the Underlying (m))<sup>1/D(m)</sup>

["**Hedging Disruption**"] means that the Issuer[, due to reasons for which the Issuer is not solely responsible,] is not able[, under conditions which are substantially the same in financial terms as those applying on the First Trade Date for the Securities,] to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

under conditions which are economically substantially equivalent to those on the First Trade Date; whether this is the case shall be determined by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

[In the case of a **Fund Index** as Underlying, the following applies:

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

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

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

whether this is the case shall be determined by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Cost increases due to a deterioration of the credit-worthiness of the Issuer [or other reasons for which the Issuer is solely responsible] are not considered as Increased Costs of Hedging.]

[In the case of a **Fund Index**, the following applies:

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

- (a) changes in the relevant Index Concept or the calculation of the Underlying that result in a new relevant Index Concept or calculation of the Underlying being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Underlying; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) the calculation or publication of the Underlying is permanently discontinued or it is replaced by another index (the **"Index Replacement Event"**);
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Underlying as a basis for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities (a **"Index Usage Event"**); an Index Usage Event is also the termination of the license to use the Underlying due to an unacceptable increase in license fees; [or]

[(d) the Reference Price is no longer published in the Underlying Currency;]

[[ ] a Hedging Disruption occurs;]

[[ ] any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]].]

**"Index Calculation Agent"** means the Index Calculation Agent as specified in § 2 of the Product and Underlying Data.

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

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

- (a) no suitable Replacement Underlying is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) a Change in Law [and/or a Hedging Disruption][and/or Increased Costs of Hedging] occur[s]; [or]
- [(c) the Underlying is no longer calculated or published in the Underlying Currency;] [or]
- [(d) no suitable substitute for the Index Sponsor and/or the Index Calculation Agent is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];] [or]
- [(e) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]].]

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

**"Inflation Conversion Event"** means, with respect to the Inflation Index, each of the following events:

- (a) no suitable Replacement Underlying is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- [(b) no suitable substitute for the Index Sponsor is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];] [or]
- [(c) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]].]

**"Instalment Amount (f)"** means[, with respect to an Instalment Payment Date (f),] the Instalment Amount (f) as specified in § 1 of the Product and Underlying Data.]

**"Instalment Amount Payment Date (f)"** means [each of] the Instalment Amount Payment Date[s] (f) as specified in § 1 of the Product and Underlying Data. [[Each] [The] Instalment Amount Payment Date (f) shall be subject to the [Following] [Modified Following] [Preceding]



Business Day Convention. [The Security Holders shall not be entitled to further interest or other payments in respect of such delay.]]

[In the case of interest bearing Securities, the following applies:

"**Interest Amount**" means the Interest Amount specified in § 2 (3) of the Special Conditions.

"**Interest Commencement Date**" means the Interest Commencement Date as specified in § 1 of the Product and Underlying Data.]

"**Interest Determination Date**" means [the [Insert] [TARGET] [London] Banking Day [prior to] [at] the [beginning] [end] of the respective Interest Period] [each [Insert] [TARGET] [London] Banking Day during the respective Additional Conditional Amount Observation Period (m)]. [Insert other method to determine the Interest Determination Date]]

[In the case of interest bearing Securities, the following applies:

"**Interest End Date**" means the Interest End Date as specified in § 1 of the Product and Underlying Data[ or, if earlier, the Early Payment Date (n) on which the Securities will be automatically early redeemed].

"**Interest Payment Date**" means

[In the case of Act/Act (ICMA), the following applies:

[Insert day and month] in each year.]

[Otherwise, the following applies:

[the] [each] [Interest Payment Date as specified in § 1 of the Product Data and Underlying Data] [First Interest Payment Date and each date that follows [Insert number of months] month[s] after the First Interest Payment Date or the preceding Interest Payment Date in each case.] [The last Interest Payment Date means the Interest End Date].]

[[Each] [The] Interest Payment Date shall be subject to the [Following] [Modified Following] [Preceding] Business Day Convention. [If an Interest Payment Date is moved forward or postponed, the respective Interest Amount is [not] adjusted. [The Security Holders shall not be entitled to further interest or other payments in respect of such delay.]]]

"**Interest Period**" means

[In the case of Act/Act (ICMA), the following applies:

each period from and including an Interest Payment Date to but excluding the next Interest Payment Date.]

[Otherwise, the following applies:

the [relevant] period from the Interest Commencement Date (including) to [the first Interest Payment Date (excluding) and from each Interest Payment Date (including) to the respective following Interest Payment Date (excluding). The last Interest Period ends on] the Interest End Date (excluding).]

"**Interest Rate**" means the Interest Rate as specified in § 2 (2) of the Special Conditions.]

"**Interest Rate Threshold**" means the Interest Rate Threshold as specified in § 1 of the Product and Underlying Data.]

[In the case of a Fund or a Fund Index as Underlying, the following applies:

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

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

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

*[In the case of Securities with **Continuous Barrier Observation**, the following applies:]*

"**Last Day of the Barrier Observation Period**" means the Last Day of the Barrier Observation Period as specified in § 1 of the Product and Underlying Data.]

*[In the case of Securities with **Best-in Observation**, the following applies:]*

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

*[In the case of Securities where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:]*

"**Last Day of the Distribution Observation Period**" means the last Final Observation Date.]

*[In the case of Securities with a **Daily Early Redemption Observation**, the following applies:]*

"**Last Day of the Observation Period (n)**" means the Last Day of the Observation Period (n) as specified in § 1 of the Product and Underlying Data.]

*[In the case of Securities with **Worst-in Observation**, the following applies:]*

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

"**London Banking Day**" means a day on which commercial banks in [London] are open for business (including dealings in foreign exchange and foreign currency).]

*[In the case of Securities with **Lock-in Feature**, the following applies:]*

*[In the case of **Upside Securities**, the following applies:]*

"**Lock-in Event**" means, with respect to a Lock-in Observation Date (j), that R (j) is either (i) equal to or greater than or (ii) greater than the Lock-in Level (j), as specified in the relevant Final Terms.]

*[In the case of **Downside Securities**, the following applies:]*

"**Lock-in Event**" means, with respect to a Lock-in Observation Date (j), that R (j) is either (i) equal to or lower than or (ii) lower than the Lock-in Level (j), as specified in the relevant Final Terms.]

"**Lock-in Level (j)**" means[, with respect to a Lock-in Observation Date (j),] [the Lock-in Level (j), as specified in § 1 of the Product and Underlying Data] [Lock-in Factor x R (initial)].

"**Lock-in Factor**" means the Lock-in Factor as specified in § 1 of the Product and Underlying Data.]]

"**Lower Accrual Level (m)**" means the Lower Accrual Level (m) as specified in § 1 of the Product and Underlying Data.]

"**M**" (with M = 1, ..., n) means the total number of Additional Conditional Amount Payment Dates (m).]

*[In the case of a **Fund** or a **Fund Index** as Underlying, the following applies:]*

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

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

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

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

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

[In the case of a **Financial Index** as Underlying, the following applies:

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

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

[In the case of an **Inflation Index** as Underlying, the following applies:

that a Reference Price which is relevant for any calculation or specification under the Securities has not been published or announced by or on behalf of the Index Sponsor by the relevant Observation Date.]

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

- (a) the suspension or the restriction of trading or the price determination of the Underlying on the Reference Market; or

- (b) the suspension or restriction of trading in a Derivative of the Underlying on the Determining Futures Exchange;

to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Any restriction of the trading hours or the number of days on which trading takes place on the Reference Market or, as the case may be, the Determining Futures Exchange shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Reference Market or, as the case may be, the Determining Futures Exchange.]

[In the case of a **Fund other than an ETF** as Underlying the following applies:

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

to the extent that that event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

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

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

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price which is relevant for the Securities and continues at the point in time of the normal calculation and is material [(with exception of (d) for which the time at which the NAV is usually published should be the relevant point in time)]; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German*

*law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of a **Fund Index** as Underlying, the following applies:

*with respect to the Underlying:*

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

*with respect to a Fund:*

- (e) in relation to a Fund, the failure to calculate or the non-publication of the calculation of the respective NAV as the result of a decision by the respective Management Company or a Fund Services Provider on its behalf;
- (f) in relation to a Fund, the closure, conversion or insolvency of the Fund or other circumstances which make it impossible to determine the NAV;
- (g) in relation to a Fund, it is not possible to trade Fund Shares at the NAV, including the utilisation of provisions which suspend the redemption or issuance of Fund Shares for a particular period or restrict them to a particular portion of the volume of the Fund or make them subject to the imposition of additional charges, or which permit particular assets to be segregated or payment to be made in kind instead of in cash or in the case in which payment is not made in full on the redemption of Fund Shares;
- (h) in relation to a Fund, comparable provisions which affect the ability of the Issuer to hedge its obligations under the Securities; and
- (i) the suspension or restriction of trading generally on exchanges, futures exchanges or markets on which financial instruments or currencies which constitute a significant factor affecting the value of the Fund are listed or traded,

to the extent that the event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

[In the case of a **Currency Exchange Rate** as Underlying, the following applies:

FX Market Disruption Event.]]

**["Maximum Additional Conditional Amount (m)"]** means the Maximum Additional Conditional Amount (m) as specified in § 1 of the Product and Underlying Data.]

**["Maximum Additional Unconditional Amount (m)"]** means the Maximum Additional Unconditional Amount (m) as specified in § 1 of the Product and Underlying Data.]

["**Maximum Amount**" means [the Maximum Amount as specified in § 1 of the Product and Underlying Data] [the Cap] [Nominal Amount x Cap Level] [Nominal Amount x (Floor Level + (Cap Level – Strike) [x FX (initial) / FX (final)] [FX (final) / FX (initial)])].]

["**Maximum Interest Rate**" means the Maximum Interest Rate as specified in § 1 of the Product and Underlying Data.]

["**Maximum Variable Amount (m)**" means the Maximum Variable Amount (m) as specified in § 1 of the Product and Underlying Data.]

["**Minimum Additional Conditional Amount (m)**" means the Minimum Additional Conditional Amount (m) as specified in § 1 of the Product and Underlying Data.]

["**Minimum Additional Unconditional Amount (m)**" means the Minimum Additional Unconditional Amount (m) as specified in § 1 of the Product and Underlying Data.]

"**Minimum Amount**" means [the Minimum Amount as specified in § 1 of the Product and Underlying Data [, subject to the occurrence of a Protection Lock-in Event. If a Protection Lock-in Event has occurred on [any] [all] Protection Lock-in Date[s] (k), the Minimum Amount will be equal to the Protection Lock-in (k) [related to the last Protection Lock-in Date (k) on which a Protection Lock-in Event has occurred], multiplied by the Nominal Amount]] [Protection Level x Nominal Amount] [Nominal Amount x Floor Level].

["**Minimum Interest Rate**" means the Minimum Interest Rate as specified in § 1 of the Product and Underlying Data.]

["**Minimum Variable Amount (m)**" means the Minimum Variable Amount (m) as specified in § 1 of the Product and Underlying Data.]

["**Modified Following Business Day Convention**" means that if, with respect to a Payment Date, the respective Payment Date is not a Banking Day, the Security Holders shall not be entitled to payment until the next following Banking Day, unless that day would fall into the next calendar month; in that case the Security Holders are entitled to payment on the immediately preceding Banking Day.]

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

["**Negative Spread**" means the Positive Spread as specified in § 1 of the Product and Underlying Data.]

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

"**Observation Date**" means [each of the following Observation Dates]:

["**Averaging Observation Date (m)**" means, with respect to an Observation Date (m), each of the Averaging Observation Dates (m) specified for such Observation Date (m). If an Averaging Observation Date (m) is not a Calculation Date, the immediately following [Banking Day] [day], which is a Calculation Date shall be the respective Averaging Observation Date (m). If, as a result of such a postponement, several Observation Dates (m) fall on the same day, each of those Observation Dates (m) shall be deemed to be an Observation Date (m) for averaging purposes.]

["**Averaging Observation Date (n)**" means, with respect to an Observation Date (n), each of the Averaging Observation Dates (n) specified for such Observation Date (n). If an Averaging Observation Date (n) is not a Calculation Date, the immediately following [Banking Day] [day] which is a Calculation Date shall be the respective Averaging Observation Date (n). If, as a result of such a postponement, several Observation Dates fall on the same day, each of those Observation Dates (n) shall be deemed to be an Observation Date (n) for averaging purposes.]

["**Barrier Observation Date**" means each of the Barrier Observation Dates as specified in § 1 of the Product and Underlying Data. If a Barrier Observation Date is not a Calculation

Date, the immediately following [Banking Day] [day] which is a Calculation Date shall be the respective Barrier Observation Date.]

["**Final Observation Date**" means [each of] the Final Observation Date[s] specified in § 1 of the Product and Underlying Data. If [the] [a] Final Observation Date is not a Calculation Date, the immediately following [Banking Day] [day] which is a Calculation Date shall be the [respective] Final Observation Date. [[The] [If the last Final Observation Date is not a Calculation Date, the] Final Payment Date shall be postponed correspondingly.] Interest shall not be payable due to such postponement.]

["**Final Observation Date**" means the [last] Observation Date (m). If the Final Observation Date is not a Calculation Date, the immediately following [Banking Day] [day] which is a Calculation Date shall be the respective Final Observation Date. If the last Final Observation Date is not a Calculation Date, the Final Payment Date shall be postponed correspondingly. Interest shall not be payable due to such postponement.]

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

["**Lock-in Observation Date (n)**" means the Lock-in Observation Date (j) as specified in § 1 of the Product and Underlying Data. If a Lock-in Observation Date (j) is not a Calculation Date, the immediately following [Banking Day] [day] which is a Calculation Date shall be the respective Lock-in Observation Date (j).]

["**Observation Date (m)**" means [each of] the Observation Date[s] (m) as specified in § 1 of the Product and Underlying Data. If [an] [the] Observation Date (m) is not a [Calculation Date] [[TARGET] Banking Day], the immediately following [Banking Day] [day] which is a [Calculation Date] [[TARGET] [London] Banking Day] shall be the [respective] Observation Date (m). The [respective] Additional Conditional Amount Payment Date (m) shall be postponed accordingly. Interest shall not be payable due to such postponement.]

["**Observation Date (m)**" means the Averaging Observation Dates (m), as specified for such Observation Date (m) in § 1 of the Product and Underlying Data.]

["**Observation Date (n)**" means [each of] the "Observation Date[s] (n)" as specified in § 1 of the Product and Underlying Data. If [an] [the] Observation Date (n) is not a Calculation Date, the immediately following [Banking Day] [day] which is a Calculation Date shall be the [respective] Observation Date (n). The [respective] Early Payment Date (n) shall be postponed accordingly. Interest shall not be payable due to such postponement.]

["**Observation Date (n)**" means the Averaging Observation Dates (n), as specified for such Observation Date (n) in § 1 of the Product and Underlying Data.

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

["**Relevant Observation Date (final)**" means *[insert relevant day(s)]* [each Calculation Date] [each of the Relevant Observation Dates (final) as specified in § 1 of the Product and Underlying Data. If a Relevant Observation Date (final) is not a Calculation Date, the immediately following [Banking Day] [day] which is a Calculation Date shall be the [respective] Relevant Observation Date (final). [If the last Relevant Observation Date (final) is not a Calculation Date, the Final Payment Date shall be postponed correspondingly.] Interest shall not be payable due to such postponement].]

[In the case of Securities with a **Daily Automatic Early Redemption**, the following applies:

"**Observation Period (n)**" means each Calculation Date from the First Day of the Observation Period (l) (including) to the Last Day of the Observation Period (n) (including).]

[In the case of Securities with an early redemption at the option of the Issuer, the following applies:

"**Optional Redemption Amount**" means the [Optional Redemption Amount as specified in § 1 of the Product and Underlying Data] [Nominal Amount] [Minimum Amount].

["**Optional Redemption Date**" means [each of] the Optional Redemption Date[s] as specified in § 1 of the Product and Underlying Data.]]

["**Participation Factor**" means the Participation Factor as specified in § 1 of the Product and Underlying Data.]

["**Participation Factor (m)**" means the Participation Factor (m) as specified in § 1 of the Product and Underlying Data.]

[In the case of **All Time High Garant Securities**, the following applies:

"**Participation Factor<sub>best</sub>**" means the Participation Factor<sub>best</sub> as specified in § 1 of the Product and Underlying Data.]

["**Participation Factor Down**" means the Participation Factor as specified in § 1 of the Product and Underlying Data]

["**Participation Factor Up**" means the Participation Factor as specified in § 1 of the Product and Underlying Data]

"**Payment Date**" means the due date for any payment under the Securities.

["**Performance of the Underlying**" means

[In the case of **Option 1**, the following applies:

R (final) divided by R (initial).]

[In the case of **Option 2**, the following applies:

R (final) divided by the Final Strike.]

[In the case of **Option 3**, the following applies:

the difference of (i) the quotient of R (final) as the numerator and R (initial) as the denominator and (ii) the Final Strike Level.]

[In the case of **Option 4**, the following applies:

(i) the difference of R (final) and the Final Strike (ii) divided by the Final Strike.]]

["**Performance of the Underlying (m)**" means the Performance of the Underlying (m) using the following formula:

[In the case of Securities with **Additional Conditional Amount (m) (Cliquet Performance)**, the following applies:

$(R(m) - R(m-1)) / R(m-1)$ ]

[In the case of Securities with **Additional Conditional or Unconditional Amount (m) (Upside Performance)**

[In the case of **Option 1**, the following applies:

$(R(m) - \text{Strike}) / R(\text{initial})$ ]

[In the case of **Option 2**, the following applies:

$R(m) / R(\text{initial}) - \text{Strike Level}$ ]

[In the case of **Option 3**, the following applies:

$R(m) / \text{Strike} - 1$ ]

[In the case of **Option 4**, the following applies:

$R(m) / R(\text{initial})$ ]]

[In the case of Securities with **Additional Conditional Amount (m) (Telescope)**, the following applies:

$1/D(m) \times (R(m) / R(\text{initial}) - \text{Strike Level})$ ]



[In the case of Securities with **Additional Conditional Amount (m)** (**Geoscope or Geoscope Barrier**) the following applies:

R (m) / R (initial)]

[In the case of Securities with **Additional Conditional Amount (m)** (**Upside Accrual, Downside Accrual and Range Accrual**) the following applies:

[In the case of **Option 1**, the following applies:

R (m) / Strike - 1]

[In the case of **Option 2**, the following applies:

(R (m) / Strike)<sup>1/M</sup> - 1]

[In the case of a **Fund** or a **Fund Index** as Underlying, the following applies:

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

**"Positive Spread"** means the Positive Spread as specified in § 1 of the Product and Underlying Data.]

**"Preceding Business Day Convention"** means that if, with respect to a Payment Date, the respective Payment Date is not a Banking Day, the Security Holders shall be entitled to payment on the immediately preceding Banking Day.]

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

**"Protection Level"** means the Protection Level as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with **Protection Lock-in Feature**, the following applies:

**"Protection (k)"** means Protection Lock-in Level (k) x R (initial).

**"Protection Lock-in (k)"** means the Protection Lock-in (k) as specified in § 1 of the Product and Underlying Data. [If a Protection Lock-in Event has occurred on more than one Protection Lock-in Date (k), it will be taken into consideration only the Protection Lock-in (k) related to the last Protection Lock-in Date (k) on which a Protection Lock-in Event has occurred.]

**"Protection Lock-in Event"** means that T (k) on a Protection Lock-in Date (k) is [greater] [lower] than or equal to the Protection (k).

**"Protection Lock-in Date (k)"** means the Protection Lock-in Date (k) as specified in § 1 of the Product and Underlying Data.

**"Protection Lock-in Level (k)"** means the Protection Lock-in Level (k) as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with **Final Reference Price Observation**, the following applies:

[In the case of Securities where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:

**"R (final)"** means the value of the product of the Reference Price and the Reference Price Adjustment Factor on the Final Observation Date.]

[In the case of an **Inflation Index** as Underlying, the following applies:

**"R (final)"** means the Reference Price for the Reference Month (final) [immediately preceding the Final Observation Date].]

[In other cases, the following applies:]

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

[In the case of Securities with **Final Average Observation**, the following applies:]

[In the case of Securities where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:]

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

[In other cases, the following applies:]

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

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

[In the case of Securities where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:]

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

[In other cases, the following applies:]

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

[In the case of **All Time High Garant Securities**, the following applies:]

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

[In the case of Securities with **Initial Reference Price Specification**, the following applies:]

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

[In the case of Securities with **Initial Reference Price Observation**, the following applies:]

[In the case of Securities where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:]

"**R (initial)**" means the value of the product of the Reference Price and the Reference Price Adjustment Factor on the Initial Observation Date.]

[In the case of an **Inflation Index** as Underlying, the following applies:]

"**R (initial)**" means the Reference Price for the Reference Month (initial) [immediately preceding the Initial Observation Date].]

[In other cases, the following applies:]

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

[In the case of Securities with **Initial Average Observation**, the following applies:]

[In the case of Securities where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:]

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

[In other cases, the following applies:]

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

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

[In the case of Securities where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:

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

[In other cases, the following applies:

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

["**R (j)**" means, with respect to a Lock-in Observation Date (j), the Reference Price on the respective Lock-in Observation Date (j).]

[In the case of an **Inflation Index** as Underlying, the following applies:

"**R (j)**" means the Reference Price for the Reference Month (j) [immediately preceding the relevant Observation Date (m)].]

["**R (m)**" means the [Reference Price] [Reference Rate] [the difference of the Reference Rate<sub>1</sub> and the Reference Rate<sub>2</sub>] on the relevant Observation Date (m).]

["**R (m)**" means the equally weighted average of the Reference Prices on the Averaging Observation Dates (m).]

[In the case of an **Inflation Index** as Underlying, the following applies:

"**R (m)**" means the Reference Price for the Reference Month (m) [immediately preceding the relevant Observation Date (m)].]

["**R (m-1)**" means, for each Observation Date (m), the Reference Price on the Observation Date (m) immediately preceding that Observation Date (m). For R (m) (where m = 1), R (m-1) is equal to R (initial).]

["**R (m-1)**" means, with respect to an Observation Date (m), R (m) on the Observation Date (m) immediately preceding that Observation Date (m). For R (m) (where m = 1), R (m-1) is equal to R (initial).]

["**R (n)**" means the Reference Price on the respective Observation Date (n).]

["**R (n)**" means the equally weighted average of the Reference Prices on the Averaging Observation Dates (n).]

[In the case of an **Inflation Index** as Underlying, the following applies:

"**R (n)**" means the Reference Price for the Reference Month (n) [immediately preceding the relevant Observation Date (n)].]

["**Rebate Amount**" means the Rebate Amount as specified in § 1 of the Product and Underlying Data.]

["**Record Date (l)**" means the Record Date (l) as specified in § 1 of the Product and Underlying Data. On the Record Date (l) the Clearing System determines the payment of the [respective] Additional Unconditional Amount (l) vis-à-vis the Security Holders.]

["**Record Date (m)**" means the Record Date (m) as specified in § 1 of the Product and Underlying Data. On the Record Date (m) the Clearing System determines the payment of the [respective] [Additional Conditional Amount (m)] and/or [Additional Unconditional Amount (m)] vis-à-vis the Security Holders.]

"**Redemption Amount**" means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 4 of the Special Conditions.

*[If a Reference Rate is applicable, the following applies:]*

"**Reference Banks**" means[, with respect to a Reference Rate,] [[four] *[insert]*] major banks in the [Eurozone] [London] *[insert]* interbank market, which will be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) [five [ ] leading swap trader in the interbank market] *[insert other definition for Reference Banks if applicable]*.]

"**Reference Market**" means the Reference Market as specified in § 2 of the Product and Underlying Data.]

"**Reference Month**" means the calendar month for which the level of the Underlying was published, regardless of when this information is published or announced.]

"**Reference Month (final)**" means, with respect to the Final Observation Date, the Reference Month (final) as specified in § 1 of the Product and Underlying Data.]

"**Reference Month (initial)**" means, with respect to the Initial Observation Date, the Reference Month (initial) as specified in § 1 of the Product and Underlying Data.]

"**Reference Month (j)**" means, with respect to the Observation Date (j), the Reference Month (j) as specified in § 1 of the Product and Underlying Data.]

"**Reference Month (m)**" means, with respect to the Observation Date (m), the Reference Month (m) as specified in § 1 of the Product and Underlying Data.]

"**Reference Month (n)**" means, with respect to the Observation Date (m), the Reference Month (n) as specified in § 1 of the Product and Underlying Data.]

"**Reference Price**" means [the Reference Price of the Underlying as specified in § 1 of the Product and Underlying Data] [FX].]

"**Reference Price**" means the [monthly] level of the Underlying [with its base in [1996] [2005] [2015] [ ] [(revised)] [(unrevised)]] as published by the Index Sponsor.]

*[In the case of Securities with a Fund as Underlying and where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:]*

"**Reference Price Adjustment Factor**" means, in relation to an Observation Date, the product of all the Underlying Distribution Factors for which the Underlying Distribution Ex-Date falls into [the period] [the time] between the First Day of the Distribution Observation Period (exclusive) and the respective Observation Date (inclusive).]

*[If a Reference Rate is applicable, the following applies:]*

"**Reference Rate**" means [the Reference Rate as determined according to § 2 ( ) of the Special Conditions] [any of the Reference Rate<sub>[1]</sub> and the Reference Rate<sub>[2]</sub>].]

"**Reference Rate<sub>[1]</sub>**" means the Reference Rate<sub>[1]</sub> as specified in § 1 of the Product and Underlying Data and as determined according to § 2 ( ) of the Special Conditions.

"**Reference Rate<sub>2</sub>**" means the Reference Rate<sub>2</sub> as specified in § 1 of the Product and Underlying Data and as determined according to § 2 ( ) of the Special Conditions.]

"**Reference Rate-Administrator**" means the administrator of the Reference Rate as registered in a register pursuant to Article 36 of the Regulation (EU) 2016/1011, as amended from time to time. The Reference Rate-Administrator is indicated in § 1 of the Product and Underlying Data.]

"**Reference Rate Cessation Event**" means [with respect to a Reference Rate] any of the following events:

- (a) it becomes unlawful for the Issuer to use the Reference Rate as reference rate for the Securities,

- (b) the Reference Rate-Administrator ceases to calculate and publish the Reference Rate on a permanent basis or for an indefinite period of time,
- (c) the Reference Rate-Administrator becomes illiquid or an insolvency, bankruptcy, restructuring or similar procedure (regarding the administrator) has been set up by the Reference Rate-Administrator or the relevant supervisory authority;
- (d) the Reference Rate otherwise ceases to exist; or
- (e) the relevant central bank or a supervisory authority determines and publishes a statement that the relevant central bank or supervisory authority has determined that such Reference Rate no longer represents the underlying market and economic reality that such Reference Rate is intended to measure and that representativeness will not be restored,

whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith.*]

**"Reference Rate Conversion Event"** means [with respect to a Reference Rate] [each of] the following event[s]:

- [(a)] no suitable Replacement Reference Rate (as specified in § [9] [10] (1) of the Special Conditions) is available; [or]
- [(b)] or an adjustment pursuant to § [9] [10] (2) [or (3)] of the Special Conditions is not possible or unreasonable for the Issuer and/or the Security Holders;]

whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith.*]

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

**"Reference Rate Financial Centre"** means the Reference Rate Financial Centre as specified in § 1 of the Product and Underlying Data.

**"Reference Rate Time"** is the Reference Rate Time as specified in § 1 of the Product and Underlying Data.]

**"Registered Benchmark Administrator"** means that the Underlying is administered by an administrator who is registered in a register pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark-Regulation**"), as specified in § of the Product and Underlying Data.]

**"Relevant Exchange"** means the [Relevant Exchange as specified in § 2 of the Product and Underlying Data.] [exchange on which the components of the Underlying are most liquidly traded; such exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] [by way of notice pursuant to § 6 of the General Conditions in accordance with such components' liquidity].]

In the case of a material change in the market conditions at the Relevant Exchange, such as a final discontinuation of the quotation of the Underlying [or, respectively, its components] at the Relevant Exchange and the quotation at a different stock exchange or a considerably restricted number or liquidity, the Relevant Exchange shall be substituted by another exchange that offers

satisfactorily liquid trading in the Underlying [or, respectively, its components] (the "**Substitute Exchange**"); such exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] [by way of notice pursuant to § 6 of the General Conditions]. In this case, any reference to the Relevant Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Exchange.]

["**Related Bond**"] means the Related Bond as specified in § 2 of the Product and Underlying Data.]

["**Screen Page**"] means with respect to the Reference Rate<sub>1</sub> the Screen Page<sub>1</sub> and with respect to the Reference Rate<sub>2</sub> the Screen Page<sub>2</sub>.]

["**Screen Page<sub>[1]</sub>**"] means the Screen Page<sub>[1]</sub> and, if applicable, the corresponding heading as indicated in § 1 of the Product and Underlying Data. Should this page be replaced or the respective service cease to be available, the Calculation Agent will, [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith], determine another Screen Page<sub>[1]</sub> displaying the Reference Rate<sub>[1]</sub>. Such new Screen Page<sub>[1]</sub> shall be notified pursuant to § 6 of the General Conditions.]

["**Screen Page<sub>2</sub>**"] means the Screen Page<sub>2</sub> and, if applicable, the corresponding heading as indicated in § 1 of the Product and Underlying Data. Should this page be replaced or the respective service cease to be available, the Calculation Agent will, [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith], determine another Screen Page<sub>2</sub> displaying the Reference Rate<sub>2</sub>. Such new Screen Page<sub>2</sub> shall be notified pursuant to § 6 of the General Conditions.]

"**Security Holder**" means the holder of a Security.

["**Settlement Cycle**"] means the period of Clearance System Business Days following a transaction on the Relevant Exchange in [the Underlying] [the securities that form the basis of the Underlying], during which settlement [of subscriptions or redemptions of Fund Shares] will customarily take place according to the rules of the [Relevant Exchange] [Clearance System].]

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

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

["**Sum of Additional Conditional Amounts (m)**"] means, with respect to an Observation Date (m), the total of Additional Conditional Amounts (m) paid on the preceding Additional Conditional Amount Payment Dates (m).]

"**Specified Currency**" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

["**Strike**" means [the Strike as specified in § 1 of the Product and Underlying Data] [[Final Strike Level x R (initial)].]

[In the case of **All Time High Garant Securities**, the following applies:

"**Strike<sub>best</sub>**" means the Strike<sub>best</sub> as specified in § 1 of the Product and Underlying Data.]

["**Strike Level**" means the Strike Level as specified in § 1 of the Product and Underlying Data [, subject to the occurrence of a Protection Lock-in Event. If a Protection Lock-in Event has occurred on [any] [all] Protection Lock-in Date[s] (k), the Strike Level will be equal to the Protection Lock-in (k) [related to the last Protection Lock-in Date (k) on which a Protection Lock-in Event has occurred]].]

[In the case of **Securities with Protection Lock-in Feature**, the following applies:

"**T (k)**" means the Reference Price on the respective Protection Lock-in Date (k).]

["**TARGET Banking Day**" means a day on which TARGET2 is operational.]

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

"**Underlying**" means [[the Underlying] [a Fund Share] as specified in § 1 of the Product and Underlying Data] [the FX Exchange Rate] [the Reference Rate].

["**Underlying Currency**" means the Underlying Currency as specified in § 2 of the Product and Underlying Data.]

[In the case of **Securities where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency**, the following applies:

"**Underlying Distribution**" means each cash distribution specified by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] that is declared and paid by the Fund or the Management Company in respect of the Underlying.

"**Underlying Distribution Date**" means, in relation to an Underlying Distribution, the Calculation Date immediately prior to the respective Underlying Distribution Ex-Date.

"**Underlying Distribution Ex-Date**" means, in relation to an Underlying Distribution, the first day on which the NAV is published having been reduced by that Underlying Distribution.

"**Underlying Distribution Factor**" means the Underlying Distribution Factor calculated by the Calculation Agent in respect of each Underlying Distribution Ex-Date within the Underlying Distribution Observation Period as the total of (i) one and (ii) the quotient of the respective Underlying Distribution (net) and the NAV on the respective Underlying Distribution Date.

"**Underlying Distribution (net)**" means, in relation to an Underlying Distribution, that Underlying Distribution less an amount specified by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] equal to the taxes, levies, retentions, deductions or other charges that would arise with respect to the cash distribution for a private investor fully liable to tax in Germany if he were the holder of the Underlying.

"**Underlying Distribution Observation Period**" means each Calculation Date between the First Day of the Distribution Observation Period (exclusive) and the Last Day of the Distribution Observation Period.]

["**Upper Accrual Level (m)**" means the Upper Accrual Level as specified in § 1 of the Product and Underlying Data.]

["**Variable Amount (m)**" means, with respect to an Observation Date (m), the Variable Amount (m) as calculated by the Calculation Agent in accordance with the following formula:

[In the case of **Option 1**, the following applies:

Variable Amount (m) = Nominal Amount x Participation Factor (m) x Performance of the Underlying (m)]

[In the case of **Option 2 (Memory)**, the following applies:

Variable Amount (m) = (Nominal Amount x Participation Factor (m) x Performance of the Underlying (m)) - Sum of Additional Conditional Amounts (m)]

[In the case of **Securities with a Minimum Variable Amount (m)**, the following applies:

The Variable Amount (m) is not lower than the relevant Minimum Variable Amount (m).]

[In the case of **Securities with a Maximum Variable Amount (m)**, the following applies:

The Variable Amount (m) is not greater than the relevant Maximum Variable Amount (m).]

**"Website[s] for Notices"** means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

**"Website[s] of the Issuer"** means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.]

[In the case of **Securities with Worst-in Observation**, the following applies:

**"Worst-in Period"** means [each Relevant Observation Date (initial)] [Insert relevant day(s)] between the Initial Observation Date (inclusive) and the Last Day of the Worst-in Period (inclusive).]

[In the case of **Securities with Worst-out Observation**, the following applies:

**"Worst-out Period"** means [each Relevant Observation Date (final)] [Insert relevant day(s)] between the First Day of the Worst-out Period (inclusive) and the Final Observation Date (inclusive).]

**"Y"** means the number of previous Additional Conditional Amount Payment Dates (m) for which no Additional Conditional Amount (m) was paid (after which such Additional Conditional Amount Payment Date(s) (m) shall be considered to have had paid Additional Conditional Amount(s) (m)).]

## § 2

### Interest [, Additional Amount]

[In the case of **non-interest bearing Securities**, the following applies:

[(1)] *Interest:* The Securities do not bear interest.]

[In the case of **interest bearing Securities**, the following applies:

(1) *Interest:* The Securities bear interest on their [Aggregate Nominal Amount] [Nominal Amount][per Security] [from the Interest Commencement Date to the Interest End Date] [for [the] [each] Interest Period] at the Interest Rate.

[In the case of **Securities with Fixed Interest Rate**, the following applies:

(2) *Interest Rate:* **"Interest Rate"** means, with respect to an Interest Period, the Interest Rate [as specified in § 1 of the Product and Underlying Data.] [which is specified for the respective Interest Period in § 1 of the Product and Underlying Data.]]

[In the case of **Securities with Floating Interest Rate (Floater)**, the following applies:

(2) *Interest Rate:* **"Interest Rate"** means, with respect to an Interest Period, the Reference Rate for the Designated Maturity as displayed on the respective Interest Determination Date on the Screen Page[,] [multiplied by the Factor] [[and] [plus] [minus] the [Positive Spread] [Negative Spread]].]

[In the case of **Securities with Floating Interest Rate (Spread Floater)**, the following applies:



- (2) *Interest Rate: "Interest Rate"* means, with respect to an Interest Period, the difference between the Reference Rate<sub>1</sub> and the Reference Rate<sub>2</sub>, as displayed on the relevant Interest Determination Date on the Screen Page[,] [multiplied by the Factor] [[and] [plus] [minus] the [Positive Spread] [Negative Spread]].]

[In the case of Securities with Digital Interest Rate (Digital Upside), the following applies:

- (2) *Interest Rate: "Interest Rate"* means, with respect to an Interest Period, the Interest Rate, as determined by the Calculation Agent as follows:
- If the Reference Rate, as displayed on the relevant Interest Determination Date on the Screen Page, is greater than [or equal to] the Interest Rate Threshold, the Interest Rate for the relevant Interest Period is equal to the Fixed Interest Rate<sub>1</sub>.
  - If the Reference Rate, as displayed on the relevant Interest Determination Date on the Screen Page, is lower than [or equal to] the Interest Rate Threshold, the Interest Rate for the relevant Interest Period is equal to the Fixed Interest Rate<sub>2</sub>.

[In the case of Securities with Digital Interest Rate (Digital Downside), the following applies:

- (2) *Interest Rate: "Interest Rate"* means, with respect to an Interest Period, the Interest Rate, as determined by the Calculation Agent as follows:
- If the Reference Rate, as displayed on the relevant Interest Determination Date on the Screen Page, is lower than [or equal to] the Interest Rate Threshold, the Interest Rate for the relevant Interest Period is equal to the Fixed Interest Rate<sub>1</sub>.
  - If the Reference Rate, as displayed on the relevant Interest Determination Date on the Screen Page, is greater than [or equal to] the Interest Rate Threshold, the Interest Rate for the relevant Interest Period is equal to the Fixed Interest Rate<sub>2</sub>.]

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

If the Interest Rate calculated for an Interest Period pursuant to the aforementioned provisions is greater than the Maximum Interest Rate, the Interest Rate for this Interest Period shall be the Maximum Interest Rate.]

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

If the Interest Rate calculated for an Interest Period pursuant to the aforementioned provisions is lower than the Minimum Interest Rate, the Interest Rate for this Interest Period shall be the Minimum Interest Rate.]

- (3) *Interest Amount:* The [respective] "**Interest Amount**" will be calculated by multiplying the product of the Interest Rate and the [Aggregate Nominal Amount] [Nominal Amount] with the Day Count Fraction.

The [respective] Interest Amount becomes due for payment in the Specified Currency on the [relevant] Interest Payment Date in accordance with the provisions of § 6 of the Special Conditions.]]

[In the case of Securities with Additional Conditional Amount (m) (Upside, Downside or Range Coupon), the following applies:

- ( [ ] ) *Additional Conditional Amount (m) ([Upside] [Downside] [Range] Coupon):* If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, the respective Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions. The respective Additional Conditional Amount (m) for each Additional Conditional Amount Payment Date (m) is specified in § 1 of the Product and Underlying Data.

[In the case of Securities with Lock-in Feature the following applies:

Moreover, on all Additional Conditional Amount Payment Dates (m) following the occurrence of a Lock-in Event (j) the respective Additional Conditional Amount (m) shall be paid regardless of whether an Additional Conditional Amount Payment Event (m) has occurred.]

[In the case of Securities with **Consolidation Feature** the following applies:

Moreover, on all Additional Conditional Amount Payment Dates (m) following a payment of the Additional Conditional Amount (m) the respective Additional Conditional Amount (m) shall be paid regardless of whether an Additional Conditional Amount Payment Event (m) has occurred.]

If, however, [subject to the foregoing,] with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m).]

[In the case of Securities with **Additional Conditional Amount (m) (Digital Coupon)**, the following applies:

( [ ] ) *Additional Conditional Amount (m) (Digital Coupon)*: If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (Low) (m) has occurred, the respective Additional Conditional Amount (Low) (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions.

If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (High) (m) has occurred, the respective Additional Conditional Amount (High) (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions.

If with respect to an Observation Date (m) neither an Additional Conditional Amount Payment Event (Low) (m) nor an Additional Conditional Amount Payment Event (High) (m) has occurred, neither an Additional Conditional Amount (Low) (m) nor an Additional Conditional Amount (High) (m) will be paid on the respective Additional Conditional Amount Payment Date (m).]

[In the case of Securities with an **Additional Conditional Amount (m) (Upside or Downside Memory)**, the following applies:

( [ ] ) *Additional Conditional Amount (m) ([Upside] [Downside] Memory)*: If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, the respective Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions less all Additional Conditional Amounts (m) paid on the preceding Additional Conditional Amount Payment Dates (m).

[In the case of Securities with **Lock-in Feature** the following applies:

Moreover, on all Additional Conditional Amount Payment (m) following the occurrence of a Lock-in Event (j) the respective Additional Conditional Amount (m) shall be paid regardless of whether an Additional Conditional Amount Payment Event (m) has occurred.]

[In the case of Securities with **Consolidation Feature** the following applies:

Moreover, on all Additional Conditional Amount Payment Dates (m) following the occurrence of an Additional Conditional Amount Payment Event (m) the respective Additional Conditional Amount (m) shall be paid regardless of whether an Additional Conditional Amount Payment Event (m) has occurred.]

If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m).]

[In the case of Securities with an **Additional Conditional Amount (m) (Upside Performance)**, the following applies:

( [ ] ) *Additional Conditional Amount (m) (Upside Performance)*: If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, the Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions. The Additional Conditional Amount (m) will be determined using the following formula:

[In the case of **Option 1**, the following applies:

Additional Conditional Amount (m) = Nominal Amount x Participation Factor (m) x Performance of the Underlying (m).]

[In the case of **Option 2**, the following applies:

Additional Conditional Amount (m) = Nominal Amount x Participation Factor (m) x R (m).]

[In the case of **Securities with a Maximum Additional Conditional Amount (m)**, the following applies:

However, the Additional Conditional Amount (m) is not greater than the relevant Maximum Additional Conditional Amount (m).]

[In the case of **Securities with a Minimum Additional Conditional Amount (m)**, the following applies:

However, the Additional Conditional Amount (m) is not less than the relevant Minimum Additional Conditional Amount (m).]]

[In the case of **Securities with an Additional Unconditional Amount (m) (Upside Performance)**, the following applies:

( [ ] ) *Additional Unconditional Amount (m) (Upside Performance)*: The Additional Unconditional Amount (m) will be paid on the respective Additional Unconditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions. The Additional Unconditional Amount (m) will be determined using the following formula and may also be equal to zero:

Additional Unconditional Amount (m) = Participation Factor (m) x Performance of the Underlying (m).]

[In the case of **Securities with a Maximum Additional Unconditional Amount (m)**, the following applies:

However, the Additional Unconditional Amount (m) is not greater than the relevant Maximum Additional Unconditional Amount (m).]

[In the case of **Securities with a Minimum Additional Unconditional Amount (m)**, the following applies:

However, the Additional Unconditional Amount (m) is not less than the relevant Minimum Additional Unconditional Amount (m).]]

[In the case of **Securities with an Additional Conditional Amount (m) (Downside Performance)**, the following applies:

( [ ] ) *Additional Conditional Amount (m) (Downside Performance)*: If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, the Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions. The Additional Conditional Amount (m) will be determined using the following formula:

Additional Conditional Amount (m) = Nominal Amount x Participation Factor (m) x Downside Performance of the Underlying (m).

[In the case of **Securities with a Maximum Additional Conditional Amount (m)**, the following applies:

However, the Additional Conditional Amount (m) is not greater than the relevant Maximum Additional Conditional Amount (m).]

However, the Additional Conditional Amount (m) is not less than the relevant Minimum Additional Conditional Amount (m).]

[In the case of **Securities with an Additional Conditional Amount (m) (Cliquet)**, the following applies:

( [ ] ) *Additional Conditional Amount (m) (Cliquet)*: If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, the respective Additional

Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions. The respective Additional Conditional Amount (m) for each Additional Conditional Amount Payment Date (m) is specified in § 1 of the Product and Underlying Data.

If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m).]

[In the case of Securities with conditional **Additional Conditional Amount (m) (Cliquet Performance)**, the following applies:

(I D) *Additional Conditional Amount (m) (Cliquet Performance)*: If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, the Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions. The Additional Conditional Amount (m) is calculated according to the following formula:

Additional Conditional Amount (m) = Nominal Amount x Participation Factor (m) x Performance of the Underlying (m)

If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) will be paid.

[In the case of Securities with a **Maximum Additional Conditional Amount (m)**, the following applies:

However, the Additional Conditional Amount (m) is not greater than the relevant Maximum Additional Conditional Amount (m).]

[In the case of Securities with a **Minimum Additional Conditional Amount (m)**, the following applies:

However, the Additional Conditional Amount (m) is not less than the relevant Minimum Additional Conditional Amount (m).]]

[In the case of Securities with an **Additional Conditional Amount (m) (Telescope)**, the following applies:

(I D) *Additional Conditional Amount (m) (Telescope)*: If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, the Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions. The Additional Conditional Amount (m) will be determined using the following formula:

Additional Conditional Amount (m) = Nominal Amount x Participation Factor x Performance of the Underlying (m).

[In the case of Securities with a **Maximum Additional Conditional Amount (m)**, the following applies:

However, the Additional Conditional Amount (m) is not greater than the relevant Maximum Additional Conditional Amount (m).]

However, the Additional Conditional Amount (m) is not less than the relevant Minimum Additional Conditional Amount (m).]

[In the case of Securities with an **Additional Conditional Amount (m) (Geoscope Barrier)**, the following applies:

(I D) *Additional Conditional Amount (m) (Geoscope Barrier)*: (i) If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred and no Barrier Event has occurred on such Observation Date (m) or on any previous Observation Date (m), the Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions. The Additional Conditional Amount (m) will be determined using the following formula:

Additional Conditional Amount (m) = Nominal Amount [x Participation Factor (m)] x (Geometric Average Performance of the Underlying (m) – Strike Level).

[In the case of Securities with a **Minimum Additional Conditional Amount (m)**, the following applies:

The Additional Conditional Amount (m) is not lower than the relevant Minimum Additional Conditional Amount (m).

[In the case of Securities with a **Maximum Additional Conditional Amount (m)**, the following applies:

The Additional Conditional Amount (m) is not greater than the relevant Maximum Additional Conditional Amount (m).]

If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m).

(ii) If a Barrier Event has occurred on a given Observation Date (m) or on any previous Observation Date (m) the Rebate Amount will be paid on the respective Additional Conditional Amount Payment Date (m). Moreover, the Rebate Amount will be paid on any following Additional Conditional Amount Payment Date (m) regardless whether on any of the following Observation Date (m) an Income Payment Event has occurred.]

[In the case of Securities with an **Additional Conditional Amount (m) (Geoscope)**, the following applies:

(I D) *Additional Conditional Amount (m) (Geoscope)*: If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, the Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions. The Additional Conditional Amount (m) will be determined using the following formula:

Additional Conditional Amount (m) = Nominal Amount x Participation Factor (m) x (Geometric Average Performance of the Underlying (m) – Strike Level).

[In the case of Securities with a **Minimum Additional Conditional Amount (m)**, the following applies:

The Additional Conditional Amount (m) is not lower than the relevant Minimum Additional Conditional Amount (m).

[In the case of Securities with a **Maximum Additional Conditional Amount (m)**, the following applies:

The Additional Conditional Amount (m) is not greater than the relevant Maximum Additional Conditional Amount (m).]

If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m).]

[In the case of Securities with **Additional Unconditional Amount (m) (Upside, Downside and Range Accrual)**, the following applies:

(I D) *Additional Unconditional Amount (m) ([Upside] [Downside] [Range] Accrual)*: The respective Additional Unconditional Amount (m) will be paid on the Additional Unconditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions.

The Additional Unconditional Amount (m) will be calculated by the Calculation Agent in accordance with the following formula:

Additional Unconditional Amount (m) = Fixed Amount (m) x d (m) / D (m).]

[In the case of Securities with **Additional Conditional Amount (m) (Upside, Downside and Range Accrual)**, the following applies:

- ( [ ] ) *Additional Conditional Amount (m) ([Upside] [Downside] [Range] Accrual)*: If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, the respective Additional Conditional Amount (m) will be paid on the Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions.

If with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m).]

The Additional Conditional Amount (m) will be calculated by the Calculation Agent in accordance with the following formula:

[In the case of **Fixed Amount**, the following applies:

$$\text{Additional Conditional Amount (m)} = \text{Fixed Amount (m)} \times d \text{ (m)} / D \text{ (m).}]$$

[In the case of **Variable Amount**, the following applies:

$$\text{Additional Conditional Amount (m)} = \text{Variable Amount (m)} \times d \text{ (m)} / D \text{ (m).}]$$

[In the case of **Securities with EURIBOR as Reference Rate**, the following applies:

- ( [ ] ) *Reference Rate: "Reference Rate"* means the offer rate (expressed as per cent. per annum) for deposits in the Reference Rate Currency for the respective Designated Maturity which appears on the Screen Page as of the Reference Rate Time, on the respective [Interest Determination Date] [Observation Date]].

Subject to the occurrence of a Reference Rate Cessation Event, if the Screen Page is not available at the Reference Rate Time, or if such offer rate does not appear on the Screen Page, the Calculation Agent will

- [(a)] request each of the Reference Banks in the Reference Rate Financial Centre to provide its rate at which deposits in the Reference Rate Currency are offered at the Reference Rate Time on the respective [Interest Determination Date] [Observation Date] to prime banks in the interbank market for the respective Designated Maturity in a representative amount.

If at least two of the Reference Banks provide the Calculation Agent with such quotations, the Reference Rate will be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such quotations.

If on an [Interest Determination Date] [Observation Date] only one or none of the Reference Banks provides the Calculation Agent with such quotations, the respective Reference Rate will be the arithmetic mean (rounded as described above) of the rates quoted by major banks in the Reference Rate Financial Centre, determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith], at the Reference Rate Time, on that [Interest Determination Date] [Observation Date] for loans in the Reference Rate Currency to leading European banks for the respective Designated Maturity and in a representative amount[.];]

[or, if the Reference Rate cannot be determined pursuant to (a) above or the determination procedure pursuant to (a) does no longer reflect current market practices for derivative instruments,]

- [(b)] determine the Reference Rate based on the publication of the Reference Rate by an alternative authorized distributor or the Reference Rate-Administrator.

If the Calculation Agent [until [ ] [on the [Interest Determination Date] [Observation Date]]] is unable to determine the Reference Rate on the basis of the publication of the Reference Rate by an alternative authorized distributor or the

Reference Rate-Administrator, the Calculation Agent will determine the Reference Rate [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. In doing so, it may in particular

- (i) use a rate for the Reference Rate formally recommended by the Reference Rate-Administrator or, alternatively, by the supervisor of the Reference Rate [or the central bank for the [Specified Currency] [Reference Rate Currency]], or in the absence thereof
- (ii) use the alternative rate for the Reference Rate implemented by a futures exchange or alternatively a central counterparty for the Reference Rate, provided that it is sufficiently representative of the Reference Rate; or in the absence thereof
- (iii) use the average value of the last Reference Rates published at the Reference Rate Time of the previous [five] [*insert different number*] [Banking Days] prior to the respective [Interest Determination Date] [Observation Date ]].

[In the case of Securities with **LIBOR** as Reference Rate, the following applies:

- ( [ ] ) **Reference Rate:** "**Reference Rate**" means the offer rate (expressed as per cent. per annum) for deposits in the Reference Rate Currency for the respective Designated Maturity which appears on the Screen Page as of the Reference Rate Time on the respective [Interest Determination Date] [Observation Date].

Subject to the occurrence of a Reference Rate Cessation Event, if the Screen Page is not available at the Reference Rate Time, or if such offer rate does not appear on the Screen Page, the Calculation Agent will

- [[a)] request the principal offices of each Reference Banks in the Reference Rate Financial Centre to provide its rate at which deposits in the Reference Rate Currency are offered at the Reference Rate Financial Centre at the Reference Rate Time on the respective [Interest Determination Date] [Observation Date] to prime banks in the interbank market for the respective Designated Maturity in a representative amount.

If at least two of the Reference Banks provide the Calculation Agent with such quotations, the Reference Rate will be the arithmetic mean (rounded if necessary to the nearest hundred thousandth of a percentage point, with 0.000005 being rounded upwards) of such quotations.

If on any [Interest Determination Date] [Observation Date] only one or none of the Reference Banks provides the Calculation Agent with such quotations, the respective Reference Rate will be the arithmetic mean (rounded as described above) of the rates quoted by major banks in the Reference Rate Financial Centre, determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith], at the Reference Rate Time, on that [Interest Determination Date] [Observation Date] for loans in the Reference Rate Currency to leading European banks for the respective Designated Maturity and in a representative amount[.];]

[or, if the Reference Rate cannot be determined pursuant to (a) above or the determination procedure pursuant to (a) does no longer reflect current market practices for derivative instruments,]

- [[b)] determine the Reference Rate based on the publication of the Reference Rate by an alternative authorized distributor or the Reference Rate-Administrator. If the

Calculation Agent [until [ ] [on the [Interest Determination Date] [Observation Date]]] is unable to determine the Reference Rate on the basis of the publication of the Reference Rate by an alternative authorized distributor or the Reference Rate-Administrator, the Calculation Agent will determine the Reference Rate [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. In doing so, it may in particular

- (i) use a rate for the Reference Rate formally recommended by the Reference Rate-Administrator or, alternatively, by the supervisor of the Reference Rate [or the central bank for the [Specified Currency] [Reference Rate Currency]], or in the absence thereof
- (ii) use the alternative rate for the Reference Rate implemented by a futures exchange or alternatively a central counterparty for the Reference Rate, provided that it is sufficiently representative of the Reference Rate; or in the absence thereof
- (iii) use the average value of the last Reference Rates published at Reference Rate Time of the previous [five] [*insert different number*] [Banking Days] prior to the respective [Interest Determination Date] [Observation Date].]

[In the case of Securities with a CMS-Rate as Reference Rate, the following applies:

( [ ] ) *Reference Rate:* "**Reference Rate**" means the rate (expressed as a percentage per annum) for swap transactions in the Reference Rate Currency for the corresponding Designated Maturity displayed on the [respective] Screen Page at the Reference Rate Time (local time of the Reference Rate Financial Centre) on the relevant [Interest Determination Date] [Observation Date]. If either the [respective] Screen Page is not available or no such swap rates are displayed at the time specified, the Calculation Agent will ask each of the Reference Banks to quote the mean annual swap rates at approximately the Reference Rate Time on the relevant [Interest Determination Date] [Observation Date]. If three or more such quotations are provided, the Reference Rate for the respective [Interest Determination Date] [Observation Date] shall be the arithmetic mean (rounded, if necessary, to the nearest one hundred thousandth of a percentage point, with 0.000005 rounded upwards) of those quotations, with the highest (or if two or more are the same, one of the highest) and the lowest (or if two or more are the same, one of the lowest) having been eliminated. If fewer than three quotations are provided, the Calculation Agent will specify the Reference Rate in its reasonable discretion (§ 315 BGB.)

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

[In the case of "30/360", "360/360" or "Bond Basis" in accordance with ISDA 2000 , the following applies:

[30/360] [360/360] [Bond Basis] in accordance with ISDA 2000, calculated as the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (i) the last day of the Interest Period is the 31st day of a month but the first day of the Interest Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)).]

[In the case of "30/360", "360/360" or "Bond Basis" in accordance with ISDA 2006, the following applies:

[30/360] [360/360] [Bond Basis] in accordance with ISDA 2006, calculated as the number of days in the Interest Period divided by 360, calculated using the following formula:



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

Where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" 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 D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30.]

[In the case of "30E/360" or "Eurobond Basis" in accordance with ISDA 2000 (German interest calculation method), the following applies:

[30E/360] [Eurobond Basis] in accordance with ISDA 2000 (German interest calculation method), calculated as the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Interest Period unless, in the case of the final Interest Period, the Final Payment Date is the last day of the month of February, in which case the month of February shall not to be considered to be lengthened to a 30-day month).]

[In the case of "30E/360" or "Eurobond Basis" in accordance with ISDA 2006, the following applies:

[30E/360] [Eurobond Basis] in accordance with ISDA 2006, calculated as the number of days in the Interest Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

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

Where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Interest Period unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number is 31, in which case D<sub>2</sub> would be 30.]

[In the case of "30E/360 (ISDA)" in accordance with ISDA 2006 (German interest calculation method), the following applies:

30E/360 (ISDA) in accordance with ISDA 2006 (German interest calculation method), calculated as the number of days in the Interest Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

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

Where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"D<sub>1</sub>" 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<sub>1</sub> will be equal to 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Final Payment Date, or (ii) such number would be 31, in which case D<sub>2</sub> will be equal to 30.]

[In the case of "Act/360", the following applies:

Act/360, calculated as the actual number of days in the Interest Period divided by 360.]

[In the case of "Act/365" (Fixed), the following applies:

Act/365 (Fixed), calculated as the actual number of days in the Interest Period divided by 365.]

[In the case of "Act/Act (ISDA)", the following applies:

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

[In the case of Act/Act (ICMA), the following applies:

( [ ] ) *Day Count Fraction:* "**Day Count Fraction**" for the purposes of determining an Interest Amount in respect of an Accrual Period is Act/Act (ICMA), calculated as follows:

[[ (i) if the Accrual Period is equal to or shorter than the Interest Period during which it falls,] the number of days in the Accrual Period divided by [the product of (1)] the number of days in such Interest Period [and (2) the number of Interest Periods normally ending in any year].]

[[ (ii) if the Accrual Period is longer than the Interest Period:] the sum of

(A) the number of days in such Accrual Period falling in the Interest Period in which the Accrual Period begins, divided by [the product of (1)] the number of days in such Interest Period [and (2) the number of Interest Periods normally ending in one year], and

(B) the number of days in such Accrual Period falling in the next Interest Period divided by [the product of (1)] the number of days in such Interest Period [and (2) the number of Interest Periods normally ending in any year].]]

( [ ] ) *Notice:* The Calculation Agent will make all specifications and calculations, which are provided in this § 2, and will notify the Issuer without undue delay, who will notify the Security Holders and any exchange, on which the Securities are listed and whose provisions require a notification to the exchange, for the respective Interest Period pursuant to § 6 of the General Conditions of the Securities.]]

[In the case of Securities with an **Additional Unconditional Amount** (I), the following applies:

- ( [ ] ) *Additional Unconditional Amount (l)*: The respective Additional Unconditional Amount (l) will be paid [moreover] on the [respective] Additional Unconditional Amount Payment Date (l) pursuant to the provisions of § 6 of the Special Conditions.]

### § 3

#### **Redemption[, Instalment Payment] [, Automatic Early Redemption]**

- [(1)] *Redemption*: [Unless redeemed early according to the following paragraph ( [ ] ), the] [The] Securities shall be redeemed [upon automatic exercise on the Exercise Date] by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.

[The Securities shall be deemed automatically exercised on the Exercise Date.]

- [(2)] *Instalment payment*: [Provided that no Early Redemption Event (n) has occurred, the] [The] Security Holders are entitled to the payment of the [respective] Instalment Amount (f) on [each of] the Instalment Payment Date[s] (f) pursuant to the provisions of § 6 of the Special Conditions.]

[In the case of *Securities with Automatic Early Redemption*, the following applies:

- ( [ ] ) *Automatic early redemption*: If on an Observation Date (n) an Early Redemption Event (n) has occurred, the Securities will be automatically early redeemed by payment of the respective Early Redemption Amount (n) on the immediately following Early Payment Date (n) pursuant to the provisions of § 6 of the Special Conditions.]

### § 4

#### **Redemption Amount[, Early Redemption Amount]**

[In the case of *Garant Performance Securities*, the following applies:

*Redemption Amount*: The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x Performance of the Underlying [x FX (initial) / FX (final)] [x FX (final) / FX (initial)])

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

[In the case of *Downside Garant Performance Securities*, the following applies:

*Redemption Amount*: The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x Downside Performance of the Underlying [x FX (initial) / FX (final)] [x FX (final) / FX (initial)])

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

[In the case of *All Time High Garant Securities*, the following applies:

*Redemption Amount*: The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

Redemption Amount = Nominal Amount x (Floor Level + Max (Final Participation Factor x Performance of the Underlying; Participation Factor<sub>T<sub>best</sub></sub> x Best Performance of the Underlying – Strike<sub>best</sub>) [x FX (initial) / FX (final)] [x FX (final) / FX (initial)])

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

[In the case of **Garant Cash Collect Securities** and **Downside Garant Cash Collect Securities** the following applies:

*Redemption Amount:* The Redemption Amount corresponds to the Minimum Amount.]

[In the case of **Garant Barrier Securities** the following applies:

*Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

- If no Barrier Event has occurred,

[In the case of **Option 1**, the following applies:

the Redemption Amount is equal to the Maximum Amount.]

[In the case of **Option 2**, the following applies:

the Redemption Amount is equal to the Nominal Amount.]

[In the case of **Option 3**, the following applies:

the Redemption Amount is equal to the Adjusted Nominal Amount.]

- If a Barrier Event has occurred,

[In the case of **Option 4**, the following applies:

the Redemption Amount is equal to the Nominal Amount multiplied by the Floor Level.]

[In the case of **Option 5**, the following applies:

the Redemption Amount is equal to the Nominal Amount multiplied by the Performance of the Underlying and the Final Participation Factor.

The Redemption Amount will not be less than the Minimum Amount [and not higher than the Maximum Amount].]

[In the case of **Option 6**, the following applies:

the Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) the Floor Level and (ii) the Final Participation Factor multiplied by the Performance of the Underlying.

The Redemption Amount will not be less than the Minimum Amount [and not higher than the Maximum Amount].]

[In the case of **Option 7**, the following applies:

the Redemption Amount is equal to the Adjusted Nominal Amount multiplied by the Performance of the Underlying.

The Redemption Amount will not be higher than the Adjusted Nominal Amount.]]

[In the case of **Downside Garant Barrier Securities**, the following applies:

*Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

- If no Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount.
- If a Barrier Event has occurred:

[In the case of **Option 1**, the following applies:

The Redemption Amount is equal to the Nominal Amount multiplied by the Floor Level.]

[In the case of **Option 2**, the following applies:

The Redemption Amount is equal to the Nominal Amount multiplied by the Final Participation Factor and the Downside Performance of the Underlying.

However, the Redemption Amount will not be lower than the Minimum Amount [and not greater than the Maximum Amount].]

[In the case of **Option 3**, the following applies:

The Redemption Amount is equal to the Nominal Amount multiplied by the difference between (a) the Floor Level plus the Final Participation Factor and (b) the Performance of the Underlying multiplied by the Final Participation Factor.]

However, the Redemption Amount will not be lower than the Minimum Amount [and not greater than the Maximum Amount].]

[In the case of **Garant Barrier Geoscope Securities** the following applies:

*Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

- If no Barrier Event has occurred on any Observation Date (m) the Redemption Amount is specified according to the following formula:

Redemption Amount = Nominal Amount x Performance of the Underlying.

However, the Redemption Amount in this case is not less than the Minimum Amount [and not greater than the Maximum Amount].

- If a Barrier Event has occurred on any Observation Date (m) the Redemption Amount corresponds to the Nominal Amount.]

[In the case of **Twin-Win Garant Securities**, the following applies:

*Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

[In the case of **Option 1**, the following applies:

- If no Barrier Event has occurred, the Redemption Amount is determined according to the following formula:

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x abs(Performance of the Underlying))

- If a Barrier Event has occurred, the Redemption Amount is determined according to the following formula:

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x Performance of the Underlying)

However, the Redemption Amount will in no case be less than the Minimum Amount [and not greater than the Maximum Amount].]

[In the case of **Option 2**, the following applies:

- If R (final) is equal to or higher than the Strike, the Redemption Amount equals the Nominal Amount multiplied by the sum of (a) one and (b) the product of the (i) Participation Factor Up and (ii) the difference of (x) R (final) divided by the Strike and (y) one.
- If R (final) is lower than the Strike and no Barrier Event has occurred, the Redemption Amount equals the Nominal Amount multiplied by the sum of (a) one and (b) the product of the (i) Participation Factor Down and (ii) the difference of (x) one and (y) R (final) divided by the Strike.
- If R (final) is lower than the Strike and a Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount multiplied by the Final Participation Factor and the quotient of R (final) and the Strike.

However, the Redemption Amount will in no event be lower than the Minimum Amount [and not higher than the Maximum Amount.]]

[In the case of **Option 3**, the following applies:

- If R (final) is equal to or higher than the Strike, the Redemption Amount equals the Nominal Amount multiplied by the sum of (a) one and (b) the product of the (i) Participation Factor Up and (ii) the difference of (x) R (final) divided by the Strike and (y) one.
- If R (final) is lower than the Strike and no Barrier Event has occurred, the Redemption Amount equals the Nominal Amount multiplied by the sum of (a) one and (b) the product of the (i) Participation Factor Down and (ii) the difference of (x) one and (y) R (final) divided by the Strike.
- If R (final) is lower than the Strike and a Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount multiplied by the Floor Level.

However, the Redemption Amount will in no event be lower than the Minimum Amount [and not higher than the Maximum Amount.]]]

[In the case of **Downside Twin-Win Garant Securities**, the following applies:

*Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

- If R (final) is equal to or lower than the Strike, the Redemption Amount equals the Nominal Amount multiplied by the sum of (a) one and (b) the product of the (i) Participation Factor Down and (ii) the difference of (x) one and (y) R (final) divided by the Strike.  
[However, the Redemption Amount is not higher than the Maximum Amount.]
- If R (final) is higher than the Strike and no Barrier Event has occurred, the Redemption Amount equals the Nominal Amount multiplied by the sum of (a) one and (b) the product of the (i) Participation Factor Up and (ii) the difference of (x) R (final) divided by the Strike and (y) one.  
[However, the Redemption Amount is not lower than the Minimum Amount [and not higher than the Maximum Amount.]
- If R (final) is higher than the Strike and a Barrier Event has occurred, the Redemption Amount equals

[In the case of **Option 1**, the following applies:

the Nominal Amount multiplied by the Floor Level.]

[In the case of **Option 2**, the following applies:

the Nominal Amount multiplied by the Final Participation Factor and the difference, between 2 and the ratio between R (final) and the Strike.

However, the Redemption Amount is not lower than the Minimum Amount.]

[In the case of **Option 3**, the following applies:

the Redemption Amount is equal to the Nominal Amount multiplied the difference between (a) 1 plus the Final Participation Factor and (b) the ratio, multiplied by the Final Participation Factor, between R (final) and the Strike.

However, the Redemption Amount is not lower than the Minimum Amount.]

[In the case of **Win-Win Garant Securities**, the following applies:

*Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x abs(Performance of the Underlying))

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

[In the case of **Icarus Garant Securities**, the following applies:

*Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

If no Barrier Event has occurred, the Redemption Amount is determined according to the following formula:

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x Performance of the Underlying)

However, in this case the Redemption Amount is not less than the Minimum Amount.

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

[In the case of **Downside Icarus Garant Securities**, the following applies:

*Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

If no Barrier Event has occurred, the Redemption Amount is determined according to the following formula:

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x Downside Performance of the Underlying)

However, in this case the Redemption Amount is not less than the Minimum Amount.

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

[In the case of **Garant Express Securities** the following applies:

(1) *Redemption Amount:* The "**Redemption Amount**" corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

- If a Final Redemption Event has occurred, the Redemption Amount is equal to the Maximum Amount.
- If a Final Redemption Event has not occurred, the Redemption Amount is equal to:
  - (i) if a Barrier Event has not occurred, the Final Redemption Amount;
  - (ii) if a Barrier Event has occurred:

[In the case of **Option 1**, the following applies:

the Nominal Amount multiplied by the Final Participation Factor and the Performance of the Underlying.

The Redemption Amount is in no event lower than the Minimum Amount.

[In the case of **Option 2**, the following applies:

Nominal Amount multiplied by the Floor Level.]]

[In the case of **Downside Garant Express Securities** the following applies:

(1) *Redemption Amount:* The "**Redemption Amount**" corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

- If a Final Redemption Event has occurred, the Redemption Amount is equal to the Maximum Amount.
- If a Final Redemption Event has not occurred, the Redemption Amount is equal to:
  - (i) if the Barrier Event has not occurred, the Final Redemption Amount;
  - (ii) if the Barrier Event has occurred,

[In the case of **Option 1**, the following applies:

the Nominal Amount multiplied by the Final Participation Factor and the Downside Performance of the Underlying.

However, in this case the Redemption Amount is not lower than the Minimum Amount.]

[In the case of **Option 2**, the following applies:

the Nominal Amount multiplied by the difference between (a) 1 plus the Final Participation Factor and (b) the Performance of the Underlying multiplied by the Final Participation Factor.

However, in this case the Redemption Amount is not lower than the Minimum Amount.]

[In the case of **Option 3**, the following applies:

the Nominal Amount multiplied by the Floor Level.]

The Redemption Amount is in no event less than the Minimum Amount.]

[In the case of **Garant Bonus Securities**, the following applies:

*Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

- If no Barrier Event has occurred, the Redemption Amount is determined as follows:

[In the case of **Option 1**, the following applies:

Redemption Amount = Nominal Amount x Performance of the Underlying

However, the Redemption Amount is not less than the Bonus Amount [and not greater than the Maximum Amount].]

[In the case of **Option 2**, the following applies:

Redemption Amount = Nominal Amount x Cap Level.]

- If a Barrier Event has occurred, the Redemption Amount is determined as follows:

[In the case of **Option 1**, the following applies:

Redemption Amount = Nominal Amount x Final Participation Factor x Performance of the Underlying

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

[In the case of **Option 2**, the following applies:

Redemption Amount = Nominal Amount x Floor Level.]

[In the case of **Option 3**, the following applies:

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x Performance of the Underlying)

However, in this case, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

[In the case of **Downside Garant Bonus Securities**, the following applies:

*Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

- If no Barrier Event has occurred, the Redemption Amount is determined as follows:

[In the case of **Option 1**, the following applies:

Redemption Amount = Nominal Amount x Downside Performance of the Underlying



However, the Redemption Amount is not less than the Bonus Amount [and not greater than the Maximum Amount].]

[In the case of **Option 2**, the following applies:

Redemption Amount = Nominal Amount x Cap Level]

- If a Barrier Event has occurred, the Redemption Amount is determined as follows:

[In the case of **Option 1**, the following applies:

Redemption Amount = Nominal Amount x Final Participation Factor x Downside Performance of the Underlying

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

[In the case of **Option 2**, the following applies:

Redemption Amount = Nominal Amount x ((1 + Final Participation Factor) - Final Participation Factor x Performance of the Underlying)

However, the Redemption Amount is not less than the Minimum Amount [and not higher than the Maximum Amount].]

[In the case of **Option 3**, the following applies:

Redemption Amount = Nominal Amount x Floor Level]]

[In the case of **Protection Garant Securities**, the following applies:

*Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

- if R (final) is higher than or equal to R (initial), the Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) 1 and (ii) the Participation Factor Up multiplied by the Performance of the Underlying.
- If the R (final) is lower than R (initial)

[In the case of **Option 1**, the following applies:

the Redemption Amount is equal to the Nominal Amount multiplied by the Final Participation Factor and the quotient of R (final) (as the numerator) and the Strike (as the denominator). In this case, the Redemption Amount is at least equal to the Minimum Amount.]

[In the case of **Option 2**, the following applies:

the Redemption Amount is equal to the Minimum Amount.]

[In the case of **Option 3**, the following applies:

the Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) the Floor Level and (ii) the Performance of the Underlying multiplied by the Final Participation Factor. In this case, the Redemption Amount is at least equal to the Minimum Amount.

[In the case of **Protection Garant Securities with Cap**, the following applies:

The Redemption Amount is in no case higher than the Maximum Amount.]]

[In the case of **Downside Protection Garant Securities**, the following applies:

*Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

- If the R (final) is lower than or equal to R (initial), the Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) 1 and (ii) the Participation Factor Down multiplied by the quotient of (a) the difference between R (initial) and R (final) (as the numerator) and (b) the Strike (as the denominator).

- If the R (final) is higher than R (initial)

[In the case of **Option 1**, the following applies:

the Redemption Amount is equal to the Nominal Amount multiplied by the difference, multiplied by the Final Participation Factor, between (a) 2 and (b) the quotient of R (final) (as the numerator) and the Strike (as the denominator). In this case, the Redemption Amount is at least equal to the Minimum Amount.]

[In the case of **Option 2**, the following applies:

the Redemption Amount is equal to the Nominal Amount multiplied by the difference between (a) 1 plus the Final Participation Factor and (b) the quotient, multiplied by the Final Participation Factor, of R (final) (as the numerator) and the Strike (as the denominator). In this case, the Redemption Amount is at least equal to the Minimum Amount.]

[In the case of **Option 3**, the following applies:

the Redemption Amount is equal to the Minimum Amount.]

[In the case of **Downside Protection Garant Securities with Cap**, the following applies:

The Redemption Amount is in no case higher than the Maximum Amount.]

[In the case of **Securities with Automatic Early Redemption**, the following applies:

- (2) *Early Redemption Amount:* The Early Redemption Amount (n) for an Early Payment Date (n) is specified in § 1 of the Product and Underlying Data.]]

**Basket-linked Securities**

*Garant Cash Collect Securities with Multi-Underling*

*Garant Performance Securities with Multi-Underling*

*Protection Garant Securities with Multi-Underling*

*Downside Protection Garant Securities with Multi-Underling*

*Garant Barrier Securities with Multi-Underling*

*Garant Rainbow Securities with Multi-Underling*

*Garant Dispersion Securities with Multi-Underling*

*Garant Barrier Reverse Convertible Securities with Multi-Underling*

*Downside Garant Barrier Reverse Convertible Securities with Multi-Underling*

[§ 1

**Definitions**

[In the case of Act/Act (ICMA), the following applies:

"**Accrual Period**" means each period for which an Interest Amount is to be calculated.]

["**Additional Conditional Amount (m)**" means the Additional Conditional Amount (m) as calculated or determined by the Calculation Agent pursuant to § 2 of the Special Conditions.]

["**Additional Conditional Amount<sub>1</sub> (m)**" means the Additional Conditional Amount (m) as specified in § 1 of the Product and Underlying Data.

"**Additional Conditional Amount<sub>2</sub> (m)**" means the Additional Conditional Amount<sub>2</sub> (m) as specified in § 1 of the Product and Underlying Data.

"**Additional Conditional Amount<sub>3</sub> (m)**" means the Additional Conditional Amount<sub>3</sub> (m) as specified in § 1 of the Product and Underlying Data.]

["**Additional Conditional Amount (High) (m)**" means the Additional Conditional Amount (m) as calculated or determined by the Calculation Agent pursuant to § 2 of the Special Conditions.]

["**Additional Conditional Amount (Low) (m)**" means the Additional Conditional Amount (m) as calculated or determined by the Calculation Agent pursuant to § 2 of the Special Conditions.]

["**Additional Conditional Amount Payment Date (m)**" means the Additional Conditional Amount Payment Date (m) as specified in § 1 of the Product and Underlying Data. [[Each] [The] Additional Conditional Amount Payment Date (m) shall be subject to the [Following] [Modified Following] [Preceding] Business Day Convention. [The Security Holders shall not be entitled to further interest or other payments in respect of such delay.]]]

["**Additional Conditional Amount Payment Event (m)**" means, with respect to an Observation Date (m), that the Relevant Performance (m) is [greater] [lower] than [or equal to] the Additional Conditional Amount Payment Level (m).]

[In the case of Securities with an Additional Conditional Amount (m) (**Range Accrual**), the following applies:

["**Additional Conditional Amount Payment Event (m)**" means, with respect to an Observation Date (m), that the Relevant Performance (m) is equal to or greater than the Lower Accrual Level (m) and (ii) lower than [or equal to] the Upper Accrual Level (m).]

[In the case of Securities with Additional Conditional Amount (m) (**Digital Coupon**), the following applies:

"**Additional Conditional Amount Payment Event (High) (m)**" means, with respect to an Observation Date (m), that the Relevant Performance (m) is or equal to or higher than the [respective] Additional Conditional Amount Payment Level (High) (m).

"**Additional Conditional Amount Payment Event (Low) (m)**" means, with respect to an Observation Date (m), that the Relevant Performance (m) is or equal to or higher than the [respective] Additional Conditional Amount Payment Level (Low) (m) and lower than the [respective] Additional Conditional Amount Payment Level (High).]

"**Additional Conditional Amount Payment Level (m)**" means the respective Additional Conditional Amount Payment Level (m), as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [ ] Banking Days.] [which is equal to the Strike Level.]]

"**Additional Conditional Amount Payment Level<sub>1</sub> (m)**" means the respective Additional Conditional Amount Payment Level<sub>1</sub> (m) as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [ ] Banking Days.]

"**Additional Conditional Amount Payment Level<sub>2</sub> (m)**" means the respective Additional Conditional Amount Payment Level<sub>2</sub> (m) as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [ ] Banking Days.]

"**Additional Conditional Amount Payment Level<sub>3</sub> (m)**" means the respective Additional Conditional Amount Payment Level<sub>3</sub> (m) as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [ ] Banking Days.]

"**Additional Conditional Amount Payment Level (High) (m)**" means the Additional Conditional Amount Payment Level (High) (m)[, as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [ ] Banking Days.] [which is equal to the Strike Level.]]

"**Additional Conditional Amount Payment Level (Low) (m)**" means the Additional Conditional Amount Payment Level (Low) (m) [, as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [ ] Banking Days.] [which is equal to the Strike Level.]]

[In the case of Securities with **Additional Unconditional Amount (I)**, the following applies:

"**Additional Unconditional Amount (I)**" means the Additional Unconditional Amount (I) as specified in § 1 of the Product and Underlying Data.]

"**Additional Unconditional Amount Payment Date (I)**" means the Additional Unconditional Amount Payment Date (I) as specified in § 1 of the Product and Underlying Data. [[Each] [The] Additional Unconditional Amount Payment Date (I) shall be subject to the [Following] [Modified Following] [Preceding] Business Day Convention. [The Security Holders shall not be entitled to further interest or other payments in respect of such delay.]]]

"**Additional Unconditional Amount Payment Date (m)**" means the Additional Unconditional Amount Payment Date (m) as specified in § 1 of the Product and Underlying Data. [[Each] [The] Additional Unconditional Amount Payment Date (m) shall be subject to the [Following] [Modified Following] [Preceding] Business Day Convention. [The Security Holders shall not be entitled to further interest or other payments in respect of such delay.]]]"**Adjusted Nominal Amount**" means the Adjusted Nominal Amount as specified in § 1 of the Product and Underlying Data.]

"**Adjustment Event**" means, with respect to a Basket Component<sub>i</sub>, [each of the following events]:

[In the case of **Shares** as Basket Component<sub>i</sub>, the following applies:

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

[In the case of **Financial Indices** as Basket Component<sub>i</sub>, the following applies:

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

[In the case of **Commodities** as Basket Component<sub>i</sub>, the following applies:

- [(a)] any changes in the Relevant Trading Conditions of the Basket Component<sub>i</sub> that lead to a situation where, as a result of the change, the changed Relevant Trading Conditions

are no longer economically equivalent to the Relevant Trading Conditions prior to the change; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] [;

- (b) a Hedging Disruption occurs].]

[In the case of a Funds other than an ETF as Basket Component<sub>i</sub>, the following applies:

- (a) changes are made in one of the Fund Documents<sub>i</sub> without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund<sub>i</sub>, (ii) the investment objectives or investment strategy or investment restrictions of the Fund<sub>i</sub>, (iii) the currency of the Fund Shares<sub>i</sub>, (iv) the method of calculating the NAV<sub>i</sub> or (v) the timetable for the subscription, issue, redemption and/or transfer of the Fund Shares<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) requests for the subscription, issue, redemption, and/or transfer of Fund Shares<sub>i</sub> are not or only partially executed;
- (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares<sub>i</sub>; whether the conditions are fulfilled shall be determined by the Calculation Agent; [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (d) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or the Fund Services Provider<sub>i</sub> appointed for this purpose by the Fund<sub>i</sub> or the Management Company<sub>i</sub> fails to publish the NAV<sub>i</sub> as scheduled or in accordance with normal practice or as specified in the Fund Documents<sub>i</sub>; [for more than [*Insert number of Banking Days*] consecutive Banking Day(s)];
- (e) a change in the legal form of the Fund<sub>i</sub>;
- (f) a change of significant individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent; [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (g) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund<sub>i</sub> or of the Management Company<sub>i</sub>; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund<sub>i</sub> or of the Management Company<sub>i</sub>; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund<sub>i</sub> or the Management Company<sub>i</sub> by the relevant authority; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or an order by a competent authority relating to the activities of the Fund<sub>i</sub>, the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub>, or of individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub> as a result of misconduct, a violation of the law or for similar reasons; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (h) a breach by the Fund<sub>i</sub> or the Management Company<sub>i</sub> of the investment objectives, the investment strategy or the investment restrictions of the Fund<sub>i</sub> (as defined in the Fund Documents<sub>i</sub>) that is material, or a breach of statutory or regulatory requirements by the Fund<sub>i</sub> or the Management Company<sub>i</sub>; whether this is the case shall be determined by the

Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

- (i) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Issuer, in relation to the subscription, purchase, redemption, sale or holding of Fund Shares<sub>i</sub>, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Issuer with respect to complying with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent<sub>i</sub>, [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (j) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) as a result of which compliance by the Issuer with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities would become unlawful or impracticable or would entail substantially higher costs; whether this is the case shall be determined by the Calculation Agent, [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (k) an increase in the proportion of the volume held by the Issuer alone or together with a third party with which the Issuer enters into a hedging transaction with respect to the Securities beyond [*Insert relevant percentage*]% of the outstanding Fund Shares<sub>i</sub>; [due to reasons for which the Issuer is not solely responsible];
- (l) the Issuer is required to consolidate the Fund<sub>i</sub> as a result of accounting or other regulations;
- (m) the sale or redemption of the Fund Shares<sub>i</sub> for reasons beyond the control of the Issuer and not relating to the Securities, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (n) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares<sub>i</sub> or of the redemption of existing Fund Shares<sub>i</sub>; or (ii) the reduction of the number of Fund Shares<sub>i</sub> of a shareholder in the Fund<sub>i</sub> for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares<sub>i</sub> or (iv) payments in respect of a redemption of Fund Shares<sub>i</sub> being made partly or wholly by means of a distribution in kind instead of for cash [(unless such distribution in kind is at the option of a shareholder in the Fund<sub>i</sub> or it is specified in the Fund Documents<sub>i</sub> as the normal practice)] or (v) the creation of side pockets for segregated assets; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (o) the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub> discontinues its services for the Fund<sub>i</sub> or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another services provider which is of similarly good standing; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (p) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund<sub>i</sub> or the Fund Shares<sub>i</sub>, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a

- reclassification or consolidation, such as a change in the share class of the Fund<sub>i</sub> or the merger of the Fund<sub>i</sub> into or with another fund, (iii) a requirement to transfer all the Fund Shares<sub>i</sub> to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares<sub>i</sub> by the shareholders;
- (q) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund<sub>i</sub> or the Management Company;
  - (r) the Issuer loses the right to use the Fund<sub>i</sub> as a Basket Component for the Securities [due to reasons for which the Issuer is not solely responsible];
  - (s) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
  - (t) a change or the cancellation or the announced cancellation of the notification of the bases of taxation for the Fund in accordance with the applicable provisions of the German Investment Tax Act (*Investmentsteuergesetz*, "**InvStG**") and such change or cancellation would have a negative consequence for the Issuer; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
  - (u) changes in the investment or distribution policy of the Fund<sub>i</sub> which could have a substantial negative effect on the amount of the Fund<sub>i</sub>'s distributions as well as distributions which diverge significantly from the Fund<sub>i</sub>'s normal distribution policy to date; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
  - (v) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or a company affiliated to it breaches the rebate or any other agreement entered into with the Issuer in relation to the Fund<sub>i</sub> in a significant respect (e.g. lowering of rebate levels or non-payment of agreed rebates) or terminates that agreement; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
  - (w) the Fund<sub>i</sub> or the Management Company<sub>i</sub>, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund<sub>i</sub>'s investment guidelines or restrictions in a timely manner; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
  - (x) the Fund<sub>i</sub> or the Management Company<sub>i</sub> fails to provide the Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
  - (y) any other event that could have a noticeable adverse effect on the NAV<sub>i</sub> or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether this is the case shall be determined by the Calculation Agent [*in the case of*



Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB) [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];

- (z) the NAV<sub>i</sub> is no longer published in the Underlying Currency;
- (aa) starting 31 December 2018, the Issuer does not receive with respect to [each Calculation Date][at least for one Calculation Date in each calendar month] a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the [next following][within five] Banking Day[s][(each a "**Fund Replacement Event**")];[.]
- [(bb) a Hedging Disruption occurs];[.]
- [( ] the Historic Volatility of the Basket Component<sub>i</sub> exceeds a volatility level of [Insert]%.]
- [( ] the Historic Volatility of the Basket Component<sub>i</sub> exceeds the Historic Volatility of the Fund-Benchmark<sub>i</sub> on a day that is a Calculation Date and a Fund-Benchmark Calculation Date by more than [Insert]%.]

The "**Historic Volatility of the Basket Component<sub>i</sub>**" is calculated on a Calculation Date [that is also a Fund-Benchmark Calculation Date] on the basis of the daily logarithmic returns of the NAV<sub>i</sub> over the immediately preceding [Insert number of days] Calculation Dates [that are also Fund-Benchmark Calculation Dates] in each case using the following formula:

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

Where:

"t" is the relevant Calculation Date;

"P" is [Insert number of days];

"NAV<sub>i</sub>(t-k)" (with k = p, q) is the NAV<sub>i</sub> of the Basket Component<sub>i</sub> on the k-th Calculation Date preceding the relevant Calculation Date (t);

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

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

The degree of variation (volatility) is estimated on a relevant Calculation Date [that is also a Fund-Benchmark Calculation Date] using the daily returns of the Basket Component<sub>i</sub> for the most recent [Insert number of days] Calculation Dates [that are also Fund-Benchmark Calculation Dates] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV<sub>i</sub> between two consecutive Calculation Dates [that are also Fund-Benchmark Calculation Dates] in each case. [The respective volatility determined using this method may not exceed a volatility level of [Insert]%.]

[The "**Historic Volatility of the Fund-Benchmark<sub>i</sub>**" is calculated on any day that is a Fund-Benchmark Calculation Date and a Calculation Date on the basis of the daily logarithmic returns of the Fund-Benchmark<sub>i</sub> over the immediately preceding [Insert number of days] Fund-Benchmark Calculation Dates which are also Calculation Dates in each case using the following formula:

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

Where:

"**t**" is the relevant Fund-Benchmark Calculation Date which is also a Calculation Date;

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

"**BRP<sub>i</sub> (t-k)**" (with  $k = p, q$ ) is the Fund-Benchmark Reference Price of the Basket Component<sub>i</sub> on the k-th day that is a Calculation Date and a Fund-Benchmark Calculation Date preceding the relevant Fund-Benchmark Calculation Date (t);

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

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

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

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

[In the case of an **ETF** as Basket Component<sub>i</sub>, the following applies:

- (a) changes are made in one of the Fund Documents<sub>i</sub> without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund<sub>i</sub>, (ii) the investment objectives or investment strategy or investment restrictions of the Fund<sub>i</sub>, (iii) the currency of the Fund Shares<sub>i</sub>, (iv) the method of calculating the NAV<sub>i</sub> or (v) the timetable for the subscription, issue, redemption and/or transfer of the Fund Shares<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) requests for the issue, purchase, redemption, sale or transfer of Fund Shares<sub>i</sub> are not or only partially executed;
- (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares<sub>i</sub>; whether the conditions are fulfilled shall be determined by the Calculation Agent<sub>i</sub> [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (d) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or the Fund Services Provider<sub>i</sub> appointed for this purpose by the Fund<sub>i</sub> or the Management Company<sub>i</sub> fails to publish the NAV<sub>i</sub> as scheduled or in accordance with normal practice or as specified in the Fund Documents<sub>i</sub>; [for more than [*Insert number of Banking Days*] consecutive Banking Days];
- (e) a change in the legal form of the Fund<sub>i</sub>;
- (f) the quotation of the Basket Component<sub>i</sub> at the Relevant Exchange is finally ceased and no Substitute Relevant Exchange could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (g) a change of significant individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent<sub>i</sub> [*in the case of Securities governed by German law, insert:* in its reasonable

discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];

- (h) an early termination performed by the Determining Futures Exchange of the there traded Derivatives of the Basket Component;
- (i) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund<sub>i</sub> or the Management Company<sub>i</sub>; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund<sub>i</sub> or of the Management Company<sub>i</sub>; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund<sub>i</sub> or the Management Company<sub>i</sub> by the relevant authority; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or an order by a competent authority relating to the activities of the Fund<sub>i</sub>, the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub>, or of individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub> as a result of misconduct, a violation of the law or for similar reasons; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (j) a breach by the Fund<sub>i</sub> or the Management Company<sub>i</sub> of the investment objectives, the investment strategy or the investment restrictions of the Fund<sub>i</sub> (as defined in the Fund Documents<sub>i</sub>) that is material, or a breach of statutory or regulatory requirements by the Fund<sub>i</sub> or the Management Company<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (k) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Issuer, in relation to the subscription, redemption or holding of Fund Shares<sub>i</sub>, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Issuer with respect to complying with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent<sub>i</sub> [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (l) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) as a result of which compliance by the Issuer with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities would become unlawful or impracticable or would entail substantially higher costs; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (m) an increase in the proportion of the volume held by the Issuer alone or together with a third party with which the Issuer enters into a hedging transaction with respect to the Securities beyond [Insert relevant percentage]% of the outstanding Fund Shares<sub>i</sub>; [due to reasons for which the Issuer is not solely responsible];
- (n) the Issuer is required to consolidate the Fund<sub>i</sub> as a result of accounting or other regulations;
- (o) the sale or redemption of the Fund Shares<sub>i</sub> for reasons beyond the control of the Issuer and not relating to the Securities, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (p) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares<sub>i</sub>; or of the redemption of existing Fund Shares<sub>i</sub>;

- or (ii) the reduction of the number of Fund Shares<sub>i</sub> of a shareholder in the Fund<sub>i</sub> for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares<sub>i</sub> or (iv) payments in respect of a redemption of Fund Shares<sub>i</sub> being made partly or wholly by means of a distribution in kind instead of for cash or (v) the creation of side pockets for segregated assets; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (q) the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub> discontinues its services for the Fund<sub>i</sub> or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another services provider which is of similarly good standing; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (r) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund<sub>i</sub> or the Fund Shares<sub>i</sub>, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund<sub>i</sub> or the merger of the Fund<sub>i</sub> into or with another fund, (iii) a requirement to transfer all the Fund Shares<sub>i</sub> to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares<sub>i</sub> by the shareholders;
- (s) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund<sub>i</sub> or the Management Company<sub>i</sub>;
- (t) the Issuer loses the right to use the Fund<sub>i</sub> as a Basket Component for the Securities [due to reasons for which the Issuer is not solely responsible];
- (u) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (v) a change or the cancellation or the announced cancellation of the notification of the bases of taxation for the Fund in accordance with the applicable provisions of the German Investment Tax Act (*Investmentsteuergesetz*, "**InvStG**") and such change or cancellation would have a negative consequence for the Issuer; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (w) changes in the investment or distribution policy of the Fund<sub>i</sub> which could have a substantial negative effect on the amount of the Fund<sub>i</sub>'s distributions as well as distributions which diverge significantly from the Fund<sub>i</sub>'s normal distribution policy to date; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (x) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or a company affiliated to it breaches the rebate or any other agreement entered into with the Issuer in relation to the Fund<sub>i</sub> in a significant respect (e.g. lowering of rebate levels or non-payment of agreed rebates) or terminates that agreement; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its

reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];

- (y) the Fund<sub>i</sub> or the Management Company<sub>i</sub>, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (z) the Fund<sub>i</sub> or the Management Company<sub>i</sub> fails to provide the Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (aa) any other event that could have a noticeable adverse effect on the NAV<sub>i</sub> or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (bb) the NAV<sub>i</sub> is no longer published in the Underlying Currency;
- (cc) starting 31 December 2018, the Issuer does not receive with respect to [each Calculation Date][at least for one Calculation Date in each calendar month] a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the [next following][within five] Banking Day[s][(each a "**Fund Replacement Event**")][;][.]
- [(dd) a Hedging Disruption occurs][;][.]
- [( [ ] ) the Historic Volatility of the Basket Component<sub>i</sub> exceeds a volatility level of [Insert]%.]
- [( [ ] ) the Historic Volatility of the Basket Component<sub>i</sub> exceeds the Historic Volatility of the Fund-Benchmark<sub>i</sub> on a day that is a Calculation Date and a Fund-Benchmark Calculation Date by more than [Insert]%.]

The "**Historic Volatility of the Basket Component<sub>i</sub>**" is calculated on a Calculation Date [that is also a Fund-Benchmark Calculation Date] on the basis of the daily logarithmic returns of the NAV<sub>i</sub> over the immediately preceding [Insert number of days] Calculation Dates [that are also Fund-Benchmark Calculation Dates] in each case using the following formula:

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

Where:

"t" is the relevant Calculation Date;

"P" is [Insert number of days];

"NAV<sub>i</sub>(t-k)" (with k = p, q) is the NAV<sub>i</sub> of the Basket Component<sub>i</sub> on the k-th Calculation Date preceding the relevant Calculation Date (t);

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

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

The degree of variation (volatility) is estimated on a relevant Calculation Date [that is also a Fund-Benchmark Calculation Date] using the daily returns of the Basket Component<sub>i</sub> for the most recent [Insert number of days] Calculation Dates [that are also Fund-Benchmark Calculation Dates] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV<sub>i</sub> between two consecutive Calculation Dates [that are also Fund-Benchmark Calculation Dates] in each case. [The respective volatility determined using this method may not exceed a volatility level of [Insert]%.]

[The "**Historic Volatility of the Fund-Benchmark<sub>i</sub>**" is calculated on any day that is a Fund-Benchmark Calculation Date and a Calculation Date on the basis of the daily logarithmic returns of the Fund-Benchmark<sub>i</sub> over the immediately preceding [Insert number of days] Fund-Benchmark Calculation Dates which are also Calculation Dates in each case using the following formula:

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

Where:

"t" is the relevant Fund-Benchmark Calculation Date which is also a Calculation Date;

"P" is [Insert number of days];

"BRP<sub>i</sub> (t-k)" (with k = p, q) is the Fund-Benchmark Reference Price of the Basket Component<sub>i</sub> on the k-th day that is a Calculation Date and a Fund-Benchmark Calculation Date preceding the relevant Fund-Benchmark Calculation Date (t);

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

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

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

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

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

["**Aggregate Nominal Amount**" means the Aggregate Nominal Amount of the Series as specified in § 1 of the Product and Underlying Data.]

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

appointed according to the Fund Documents; for the purpose of auditing the Fund; in connection with the annual report.]]

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

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

**"Barrier Event"** means that the Relevant Performance (b) on the Barrier Observation Date is [lower] [higher] than the Barrier Level<sub>i</sub>.]

**"Barrier Level<sub>i</sub>"** means the Barrier Level<sub>i</sub> as specified in § 1 of the Product and Underlying Data.]

**"Base Currency<sub>i</sub>"** means, with respect to the Basket Component<sub>i</sub>, the respective Base Currency<sub>i</sub> as specified in § 2 of the Product and Underlying Data.]

**"Basket Component<sub>i</sub>"** means the respective [share][index][commodity][Fund Share<sub>i</sub>] as specified in § 1 of the Product and Underlying Data.]

**"Basket Component<sub>i</sub>"** means, with respect to the Basket Component<sub>i</sub>, the respective FX Exchange Rate<sub>i</sub> as specified in § 1 of the Product and Underlying Data.]

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

**"Basket Component<sub>i best (final)</sub>"** means the following Basket Component<sub>i</sub>:

**"Basket Component<sub>i best (final)</sub>"** (with  $i = 1$ ) means the Basket Component<sub>j</sub> with the Best Performance (final).

**"Basket Component<sub>i best (final)</sub>"** (with  $i = 2, \dots, N$ ) means the Basket Component<sub>i</sub> with the Best Performance (final) differing from all Basket Components<sub>j best (final)</sub> (with  $j = 1, \dots, (i-1)$ ).]

[In the case of **Securities with Best-in Observation**, the following applies:

**"Best-in Period"** means [Insert relevant day(s)] between the Initial Observation Date (inclusive) and the Last Day of the Best-in Period (inclusive).]

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

**"Best-out Period"** means [Insert relevant day(s)] between the First Day of the Best-out Period (inclusive) and the Final Observation Date (inclusive).]

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

**"Best Performance (final)"** means the performance of the Basket Component<sub>j</sub> whose performance is expressed by:

Performance of the Basket Component<sub>j</sub> (final) =  $\max(K_i \text{ (final)} / K_i \text{ (initial)})$  (where  $i = 1, \dots, N$ )

[In the case of **Best-of Performance Determination**, the following applies:

**"Best Performance (b)"** means the Best Performance (b) as specified as follows:

[In the case of **Upside Securities**, the following applies:

Best Performance (b) =  $\max [K_i \text{ (b)} / K_i \text{ (initial)}]$  (with  $i = 1, \dots, N$ )

[In the case of **Downside Securities**, the following applies:

Best Performance (b) =  $\min [K_i \text{ (b)} / K_i \text{ (initial)}]$  (with  $i = 1, \dots, N$ )

**"Best Performance (final)"** means the Best Performance (final) as specified as follows:

[In the case of **Upside Securities**, the following applies:

Best Performance (final) =  $\max [K_i \text{ (final)} / K_i \text{ (initial)}]$  (with  $i = 1, \dots, N$ )

[In the case of **Downside Securities**, the following applies:

Best Performance (final) =  $\min [K_i (\text{final}) / K_i (\text{initial})]$  (with  $i = 1, \dots, N$ )

["**Best Performance (k)**"] means the Best Performance (k) as specified as follows:

[In the case of *Upside Securities*, the following applies:

Best Performance (k) =  $\max [K_i (k) / K_i (\text{initial})]$  (with  $i = 1, \dots, N$ )

[In the case of *Downside Securities*, the following applies:

Best Performance (k) =  $\min [K_i (k) / K_i (\text{initial})]$  (with  $i = 1, \dots, N$ )

["**Best Performance (m)**"] means the Best Performance (m) as specified as follows:

[In the case of *Upside Securities*, the following applies:

Best Performance (m) =  $\max [K_i (m) / K_i (\text{initial})]$  (with  $i = 1, \dots, N$ )

[In the case of *Downside Securities*, the following applies:

Best Performance (m) =  $\min [K_i (m) / K_i (\text{initial})]$  (with  $i = 1, \dots, N$ )

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

["**Calculation Date**"] means [, in relation to each Basket Component<sub>i</sub>,] each day [on which the relevant Reference Price<sub>i</sub> is [normally] published by the respective [Relevant Exchange<sub>i</sub>][Index Sponsor<sub>i</sub> or Index Calculation Agent<sub>i</sub>, as the case may be] [Reference Market<sub>i</sub>] [Fund<sub>i</sub> or Management Company<sub>i</sub>]] [as scheduled by the Index Sponsor or the Index Calculation Agent].]

["**Calculation Date**"] means each day on which FX<sub>i</sub> is published by the Fixing Sponsor<sub>i</sub>.]

[In the case of *Securities with Cap*, the following applies:

"**Cap<sub>i</sub>**" means[, with respect to the Basket Component<sub>i</sub>,] [the Cap<sub>i</sub>] as specified in § 1 of the Product and Underlying Data.] [Cap Level x K<sub>i</sub> (initial).]

["**Cap Level**"] means the Cap Level as specified in § 1 of the Product and Underlying Data.]]

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

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

that becomes effective on or after the First Trade Date,

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

The decision as to whether the preconditions exist shall be made by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

["**Clearance System**"] means, with respect to a Basket Component<sub>i</sub>, the principal domestic clearance system customarily used for settling [trades with respect to the [respective Basket Component<sub>i</sub>]] [securities that form the basis of the respective Basket Component<sub>i</sub>]] [subscriptions or redemptions of Fund Shares<sub>i</sub>]; such system shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].



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

"**Clearing System**" means [Clearstream Banking AG, Frankfurt am Main ("**CBF**") [Clearstream Banking société anonyme, Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**") (CBL and Euroclear are individually referred to as an "**ICSD**" (International Central Securities Depository) and, collectively, the "**ICSDs**") [Euroclear France SA ("**Euroclear France**") [Monte Titoli S.p.A., with offices in Piazza degli Affari no. 6, Milan, Italy ("**Monte Titoli**") [*Insert other Clearing System(s)*].

"**Commodity Conversion Event**" means, with respect to a Basket Component<sub>i</sub>, each of the following events:

- (a) no suitable Replacement Reference Market is available or could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];
- (c) the Basket Component<sub>i</sub> is no longer calculated or published in the relevant Currency of the Basket Component<sub>i</sub>;
- (d) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]].]

"**Conversion Event**" means, with respect to a Basket Component<sub>i</sub>, [Share Conversion Event] [Index Conversion Event] [Commodity Conversion Event] [Fund Conversion Event] [FX Conversion Event].]

"**Counter Currency<sub>i</sub>**" means the respective Counter Currency<sub>i</sub> as specified in § 2 of the Product and Underlying Data.]

"**Currency of the Basket Component<sub>i</sub>**" means the Currency of the Basket Component<sub>i</sub> as specified in § 2 of the Product and Underlying Data.

"**Custodian Bank<sub>i</sub>**" means [the Custodian Bank<sub>i</sub> [specified in § 2 of the Product and Underlying Data] [as specified in the Fund Documents<sub>i</sub>] [of the Fund<sub>i</sub>]. If the Fund<sub>i</sub> or the Management Company<sub>i</sub> specifies another person, company or institution as the Custodian Bank of the Fund<sub>i</sub>, each and every reference to the Custodian Bank<sub>i</sub> in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Custodian Bank]], in relation to a Fund<sub>i</sub>, a person, company or institution acting as custodian of the Fund<sub>i</sub>'s assets according to the Fund Documents<sub>i</sub>].]

[In the case of Securities with Additional Conditional Amount (m) (Telescope), the following applies:

"**D (m)**" means the denominator attributed to the respective Observation Date (m) as specified in § 1 of the Product and Underlying Data.]

[In the case of interest bearing Securities, the following applies:

"**Day Count Fraction**" means the Day Count Fraction as specified in § 2 ([ ]) of the Special Conditions.]

"**Determining Futures Exchange<sub>i</sub>**" means, with respect to the Basket Component<sub>i</sub>, the [options and/or] futures exchange, on which respective derivatives of the respective Basket Component<sub>i</sub> [or – if derivatives on the respective Basket Component<sub>i</sub> are not traded – its components] (the "**Derivatives**") are most liquidly traded; such [options and/or] future

exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] [by way of notice pursuant to § 6 of the General Conditions] in accordance with such Derivative's number or liquidity].

In the case of a material change in the market conditions at the Determining Futures Exchange<sub>i</sub>, such as a final discontinuation of derivatives' quotation linked to the respective Basket Component<sub>i</sub> [or to its components] at the Determining Futures Exchange<sub>i</sub> or a considerably restricted number or liquidity, it shall be substituted as the Determining Futures Exchange<sub>i</sub> by another [options and/or] futures exchange that offers satisfactorily liquid trading in the Derivatives (the "**Substitute Futures Exchange<sub>i</sub>**"); such [options and/or] futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. In this case, any reference to the Determining Futures Exchange<sub>i</sub> in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Futures Exchange<sub>i</sub>.]

[In the case of Garant Dispersion Securities with Multi-Underling, the following applies:

"**Dispersion of the Underlying**" means the sum of the Dispersion of the respective Basket Components, which are taken into account according to their Weightings<sub>i</sub> (W<sub>i</sub>). Expressed as a formula the Dispersion of the Underlying will be calculated as follows:

$$\text{Dispersion of the Underlying} = \sum_{i=1}^n W_i \text{ Dispersion of the Basket Component}_i$$

"**Dispersion of the Basket Component<sub>i</sub>**" means, with respect to the Basket Component<sub>i</sub>, the absolute value of the difference between the Performance of the Basket Component<sub>i</sub> and the Performance of the Underlying. Expressed as a formula the Dispersion of the Basket Component<sub>i</sub> will be calculated as follows:

$$\begin{aligned} \text{Dispersion of the Basket Component}_i \\ = |\text{Performance of the Basket Component}_i - \text{Performance of the Underlying}| \end{aligned}$$

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

[In the case of Downside Protection Garant Securities with Multi-Underlying, the following applies:

"**Downside Performance of the Basket Component<sub>i</sub> (final)**" means the short performance of the Basket Component<sub>i</sub> (final) according to the following formula:

[In the case of Option 1, the following applies:

$$\text{Downside Performance of the Basket Component}_i \text{ (final)} = (\text{Strike}_i - K_i \text{ (final)}) / K_i \text{ (initial)}]$$

[In the case of Option 2, the following applies:

$$\text{Downside Performance of the Basket Component}_i \text{ (final)} = (\text{Strike}_i - K_i \text{ (final)}) / \text{Strike}_i]$$

[In the case of Option 3, the following applies:

$$\text{Downside Performance of the Basket Component}_i \text{ (final)} = \text{Strike}_i - K_i \text{ (final)} / K_i \text{ (initial)}]$$

[The Downside Performance of the Basket Component<sub>i</sub> (final) will, however, in no event be lower than zero (0).]

"**Downside Performance of the Underlying (final)**" means the short performance of the Underlying according to the following formula:

$$\begin{aligned} \text{Downside Performance of the Underlying (final)} = \\ \sum_{i=1}^N \text{Downside Performance of the Basket Component}_i \text{ (final)} \times W_i] \end{aligned}$$

[In the case of Securities with Automatic Early Redemption, the following applies:

"**Early Payment Date (n)**" means the "Early Payment Date (n)" as specified in § 1 of the Product and Underlying Data. [[Each] [The] Early Payment Date (n) shall be subject to the [Following] [Modified Following] [Preceding] Business Day Convention. [The Security Holders shall not be entitled to further interest or other payments in respect of such delay.]]

"**Early Redemption Amount (n)**" means the "Early Redemption Amount (n)" as calculated or, respectively specified by the Calculation Agent pursuant to § 4 (2) of the Special Conditions.

"**Early Redemption Amount Determination Factor (n)**" means the "Early Redemption Amount Determination Factor (n)" as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with **Date-related Early Redemption Observation (Upside)**, the following applies:

"**Early Redemption Event (n)**" means that the Relevant Performance (n) is equal to or [greater] [lower] than the respective Early Redemption Level<sub>i</sub> (n) on the respective Observation Date (n).]

[In the case of Securities with **Date-related Early Redemption Observation (Downside)**, the following applies:

"**Early Redemption Event (n)**" means that the Relevant Performance (n) is equal to or [greater] [lower] than the respective Early Redemption Level<sub>i</sub> (n) on the respective Observation Date (n).]

"**Early Redemption Factor (n)**" means the "Early Redemption Factor (n)" as specified in § 1 of the Product and Underlying Data.] [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [ ] Banking Days.]]

"**Early Redemption Level<sub>i</sub> (n)**" means [the "Early Redemption Level (n)" as specified in § 1 of the Product and Underlying Data] [Early Redemption Factor (n) x R (initial)].]

[In the case of an **ETF as Basket Component**, the following applies:

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

"**Exercise Date**" means the [[last] [Final Observation Date] [the Exercise Date as specified in § 1 of the Product and Underlying Data].]

"**Expiry Date [(Data di Scadenza)]"** means the Expiry Date as specified in § 1 of the Product and Underlying Data.]

"**Final Payment Date**" means the Final Payment Date as specified in § 1 of the Product and Underlying Data. [The Final Payment Date shall be subject to the [Following] [Modified Following] [Preceding] Business Day Convention. [The Security Holders shall not be entitled to further interest or other payments in respect of such delay.]]

"**Final Participation Factor**" means the Final Participation Factor as specified in § 1 of the Product and Underlying Data.]

"**Final Strike Level**" means the Final Strike Level as specified in § 1 of the Product and Underlying Data[, subject to the occurrence of a Protection Lock-in Event. If a Protection Lock-in Event has occurred on [any] [all] Protection Lock-in Date[s] (k), the Final Strike Level will be equal to the Protection Lock-in (k) [related to the last Protection Lock-in Date (k) on which a Protection Lock-in Event has occurred]].]

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

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

[In the case of Securities with **Worst-out Observation**, the following applies:

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

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

[In the case of a **Currency Exchange Rate** as Basket Component<sub>i</sub>, the following applies:

**"Fixing Sponsor<sub>i</sub>"** means, with respect to the Basket Component<sub>i</sub>, the Fixing Sponsor<sub>i</sub> as specified in § 2 of the Product and Underlying Data.]

**"Floor Level"** means the Floor Level as specified in § 1 of the Product and Underlying Data[, subject to the occurrence of a Protection Lock-in Event. If a Protection Lock-in Event has occurred on [any] [all] Protection Lock-in Date[s] (k), the Floor Level will be equal to the Protection Lock-in (k) [related to the last Protection Lock-in Date (k) on which a Protection Lock-in Event has occurred]].]

**"Following Business Day Convention"** means that if, with respect to a Payment Date, the respective Payment Date is not a Banking Day, the Security Holders shall not be entitled to payment until the next following Banking Day.]

**"Fund<sub>i</sub>"** means, in relation to a Fund Share<sub>i</sub>, the investment fund issuing that Fund Share<sub>i</sub> or the [investment fund] [Fund<sub>i</sub>] in whose assets the Fund Share<sub>i</sub> represents a proportional interest.]

**"Fund-Benchmark<sub>i</sub>"** means, with respect to the Fund<sub>i</sub>, the index as specified in § 1 of the Product and Underlying Data.]

**"Fund-Benchmark Calculation Date"** means, with respect to the Fund-Benchmark<sub>i</sub>, each day on which the Fund-Benchmark Reference Price is calculated and published by the Fund-Benchmark Sponsor.]

**"Fund-Benchmark Reference Price"** means, with respect to the Fund-Benchmark<sub>i</sub>, the closing price of the Fund-Benchmark<sub>i</sub>.]

**"Fund-Benchmark Sponsor"** means, with respect to the Fund-Benchmark<sub>i</sub>, the Fund-Benchmark Sponsor as specified in § 1 of the Product and Underlying Data.]

**"Fund-Benchmark Replacement Event"** means, with respect to the Fund-Benchmark<sub>i</sub>,

- (a) any change in the relevant index concept or the calculation of the Fund-Benchmark, that result in a new relevant index concept or calculation of the Fund-Benchmark being no longer economically equivalent to the original relevant index concept or the original calculation of the Fund-Benchmark; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) the calculation or publication of the Fund-Benchmark is finally discontinued, or replaced by another index (the "**Fund-Benchmark Replacement Event**");
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Fund-Benchmark as basis for any calculation or specifications described in these Terms and Conditions;
- (d) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Fund-Benchmark; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

In cases of a Fund-Benchmark Replacement Event the Calculation Agent is entitled to determine [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith], which index should be used in the future as a Fund-Benchmark (the "**Replacement Fund-Benchmark**"). The Replacement Fund-Benchmark will be published in accordance with § 6 of the General Conditions. Any reference to the replaced Fund-Benchmark in these Terms and Conditions shall be deemed to refer to the Replacement Fund-Benchmark.

If the Fund-Benchmark is no longer determined by the Fund-Benchmark Sponsor but rather by another person, company or institution (the "**New Fund-Benchmark Sponsor**"), then any calculation described in these Terms and Conditions shall occur on the basis of the Fund-Benchmark as determined by the New Fund-Benchmark Sponsor. In this case, any reference to the replaced Fund-Benchmark Sponsor in these Terms and Conditions shall be deemed to refer to the New Fund-Benchmark Sponsor.]

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

- (a) no Replacement Basket Component<sub>i</sub> is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];]
- [(b) no Replacement Management Company<sub>i</sub> is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];]
- [( [ ] a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];]
- [( [ ] an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not justifiable with regard to the Issuer and/or the Security Holders (respectively a "Fund Replacement Event"); whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]].]

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

["**Fund Management<sub>i</sub>**" means the persons responsible for the portfolio and/or the risk management of the Fund<sub>i</sub>.]

["**Fund Services Provider<sub>i</sub>**" means, if available, the Administrator<sub>i</sub>, the Investment Adviser<sub>i</sub>, the Custodian Bank<sub>i</sub>, the Management Company<sub>i</sub>, the Portfolio Manager<sub>i</sub> and the Auditor<sub>i</sub>.]

["**Fund Share<sub>i</sub>**" means [a unit or share of the Fund<sub>i</sub> and of the class set out in § 1 of the Product and Underlying Data][an Index Component which is unit or a share in a Fund].]

[In the case of a **Currency Exchange Rate as Basket Component<sub>i</sub>**, the following applies:

"**FX<sub>i</sub>**" means, with respect to the Basket Component<sub>i</sub>, the [official] fixing of the FX Exchange Rate<sub>i</sub> as published [at [*Insert*] [p.m.] [a.m.] [*Insert*] local time] by the Fixing Sponsor<sub>i</sub> on the FX Screen Page<sub>i</sub> (or any successor page).

"**FX Exchange Rate<sub>i</sub>**" means, with respect to the Basket Component<sub>i</sub>, the exchange rate for the conversion of Base Currency<sub>i</sub> into the Counter Currency<sub>i</sub>.

"**FX Market Disruption Event**" means, with respect to a Basket Component<sub>i</sub>, each of the following events:

- (a) the failure of the respective Fixing Sponsor<sub>i</sub> to publish the respective FX<sub>i</sub>;
- (b) the suspension or restriction in foreign exchange trading for at least one of the two currencies quoted as a part of the respective FX<sub>i</sub> (including options or futures contracts) or the restriction of the convertibility of the currencies quoted in such exchange rate or the effective impossibility of obtaining a quotation of such exchange rate;
- (c) any other events with commercial effects which are similar to the events listed above;

to the extent that the above-mentioned events are material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].

**"FX Screen Page<sub>i</sub>"** means, with respect to the Basket Component<sub>i</sub>, the FX Screen Page<sub>i</sub> as specified in § 2 of the Product and Underlying Data.]

**"Hedging Disruption"** means that the Issuer[, due to reasons for which the Issuer is not solely responsible,] is not able[, under conditions which are substantially the same in financial terms as those applying on the First Trade Date for the Securities,] to

(a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or

(b) realise, reclaim or pass on proceeds from such transactions or assets,

under conditions which are economically substantially equivalent to those on the First Trade Date; whether this is the case shall be determined by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

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

(a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or

(b) realise, reclaim or pass on proceeds from such transactions or assets,

whether this is the case shall be determined by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Cost increases due to a deterioration of the credit-worthiness of the Issuer [or other reasons for which the Issuer is solely responsible] are not considered as Increased Costs of Hedging.]

**"Index Calculation Agent<sub>i</sub>"** means, with respect to the Basket Component<sub>i</sub>, the Index Calculation Agent<sub>i</sub> as specified in § 2 of the Product and Underlying Data.]

**"Index Component"** means, in relation to a Basket Component<sub>i</sub>, an asset or a reference value which is incorporated in the calculation of the Basket Component<sub>i</sub> at the relevant time.]

**"Index Conversion Event"** means, with respect to a Basket Component<sub>i</sub>, each of the following events:

(a) no suitable Replacement Basket Component is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

(b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];

(c) the Basket Component<sub>i</sub> is no longer calculated or published in the relevant Currency of the Basket Component<sub>i</sub>; [or]

[(d) no suitable substitute for the respective Index Sponsor<sub>i</sub> and/or the respective Index Calculation Agent<sub>i</sub> is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its

reasonable discretion (§ 315 et seq. BGB) [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]; [or]

- [(e) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]].]

["**Index Sponsor<sub>i</sub>**" means, with respect to the Basket Component<sub>i</sub>, the Index Sponsor<sub>i</sub> as specified in § 2 of the Product and Underlying Data.]

["**Instalment Amount (f)**" means[, with respect to an Instalment Payment Date (f),] the Instalment Amount (f) as specified in § 1 of the Product and Underlying Data.]

["**Instalment Amount Payment Date (f)**" means [each of] the Instalment Amount Payment Date[s] (f) as specified in § 1 of the Product and Underlying Data. [[Each] [The] Instalment Amount Payment Date (f) shall be subject to the [Following] [Modified Following] [Preceding] Business Day Convention. [The Security Holders shall not be entitled to further interest or other payments in respect of such delay.]]]

[In the case of interest bearing Securities, the following applies:

"**Interest Amount**" means the Interest Amount specified in § 2 (3) of the Special Conditions.

"**Interest Commencement Date**" means the Interest Commencement Date as specified in § 1 of the Product and Underlying Data.

"**Interest End Date**" means the Interest End Date as specified in § 1 of the Product and Underlying Data[ or, if earlier, the Early Payment Date (n) on which the Securities will be automatically early redeemed].

"**Interest Payment Date**" means

[In the case of Act/Act (ICMA), the following applies:

[*Insert day and month*] in each year.]

[Otherwise, the following applies:

[the] [each] [Interest Payment Date as specified in § 1 of the Product Data and Underlying Data] [First Interest Payment Date and each date that follows [*Insert number of months*] month[s] after the First Interest Payment Date or the preceding Interest Payment Date in each case.] [The last Interest Payment Date means the Interest End Date].]

[[Each] [The] Interest Payment Date shall be subject to the [Following] [Modified Following] [Preceding] Business Day Convention. [If an Interest Payment Date is moved forward or postponed, the respective Interest Amount is [not] adjusted. [The Security Holders shall not be entitled to further interest or other payments in respect of such delay.]]]

"**Interest Period**" means

[In the case of Act/Act (ICMA), the following applies:

each period from and including an Interest Payment Date to but excluding the next Interest Payment Date.]

[Otherwise, the following applies:

the [relevant] period from the Interest Commencement Date (including) to [the first Interest Payment Date (excluding) and from each Interest Payment Date (including) to the respective following Interest Payment Date (excluding). The last Interest Period ends on] the Interest End Date (excluding).]

"**Interest Rate**" means the Interest Rate as specified in § 2 (2) of the Special Conditions.]

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

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

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

[In the case of Securities with **Reference Price Barrier Observation**, the following applies:

**"K<sub>i</sub> (b)"** means, with respect to the Basket Component<sub>i</sub>, the Reference Price<sub>i</sub> on the Barrier Observation Date.]

[In the case of Securities with **Average Barrier Observation**, the following applies:

**"K<sub>i</sub> (b)"** means, with respect to the Basket Component<sub>i</sub>, the equally weighted average (arithmetic average) of the Reference Prices<sub>i</sub> on the Barrier Observation Dates.]

[In the case of Securities with **Final Reference Price Observation**, the following applies:

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

[In the case of Securities with **Final Average Observation**, the following applies:

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

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

**"K<sub>i</sub> (final)"** means, with respect to the Basket Component<sub>i</sub>, the [highest][lowest] Reference Price<sub>i</sub> on [each of the Final Observation Dates] [each [Insert relevant date(s)] between the First Day of the [Best] [Worst]-out Period (including) and the Final Observation Date (including).]

[In the case of **Garant Rainbow Securities with final Reference Price Observation**, the following applies:

**"K<sub>i best</sub> (final)"** means K<sub>i</sub> (final) of the Basket Component<sub>i best</sub>.]

**"K<sub>i</sub> (m)"** means, with respect to the Basket Component<sub>i</sub>, the Reference Price<sub>i</sub> of the Basket Component<sub>i</sub> on the respective Observation Date (m).]

[In the case of Securities with **Initial Reference Price Specification**, the following applies:

**"K<sub>i</sub> (initial)"** means, with respect to the Basket Component<sub>i</sub>, K<sub>i</sub> (initial) as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with **Initial Reference Price Observation**, the following applies:

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

[In the case of Securities with **Initial Average Observation**, the following applies:

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

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

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



[In the case of **Garant Rainbow Securities** where  $K_i$  (initial) has already been specified, the following applies:

" $K_{i \text{ best}}$  (**initial**)" means  $K_i$  (initial) of the Basket Component <sub>$i$</sub>  best.]

" $K_i$  (**m**)" means, with respect to the Basket Component <sub>$i$</sub> , the Reference Price <sub>$i$</sub>  on the respective Observation Date (m).]

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

[In the case of Securities with **Best-in Observation**, the following applies:

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

[In the case of Securities with **Worst-in Observation**, the following applies:

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

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

"**Market Disruption Event**" means, with respect to a Basket Component <sub>$i$</sub> , [each of the following events:]

[In the case of a **Share** as Basket Component <sub>$i$</sub> , the following applies:

- (a) the failure of the respective Relevant Exchange <sub>$i$</sub>  to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the Basket Component <sub>$i$</sub>  on the respective Relevant Exchange <sub>$i$</sub> ;
- (c) in general the suspension or restriction of trading in a Derivative of the Basket Component <sub>$i$</sub>  on the respective Determining Futures Exchange <sub>$i$</sub> ;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the respective Reference Price <sub>$i$</sub> , which is relevant for the Securities, and continues at the point in time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Any restriction of the trading hours or the number of days on which trading takes place on the respective Relevant Exchange <sub>$i$</sub>  or, as the case may be, the respective Determining Futures Exchange <sub>$i$</sub> , shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the respective Relevant Exchange <sub>$i$</sub>  or, as the case may be, the respective Determining Futures Exchange <sub>$i$</sub> .]

[In the case of a **Financial Index** as Basket Component <sub>$i$</sub> , the following applies:

- (a) in general the suspension or restriction of trading on the exchanges or the markets on which the [securities that form the basis] [components] of the Basket Component <sub>$i$</sub>  are listed or traded, or on the respective futures exchanges or on the markets on which Derivatives of the Basket Component <sub>$i$</sub>  are listed or traded;
- (b) in relation to individual [securities which form the basis] [components] of Basket Component <sub>$i$</sub> , the suspension or restriction of trading on the exchanges or on the markets on which such [securities] [components] are traded or on the respective futures exchange or the markets on which derivatives of such [securities] [components] are traded;

- (c) in relation to individual Derivatives of the Basket Component<sub>i</sub>, the suspension or restriction of trading on the futures exchanges or the markets on which such derivatives are traded;
- (d) the suspension of or failure or the non-publication of the calculation of the respective Basket Component<sub>i</sub> as a result of a decision by the respective Index Sponsor<sub>i</sub> or Index Calculation Agent<sub>i</sub>;

[to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the respective Reference Price<sub>i</sub>, which is relevant for the Securities, and continues at the point in time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]] [to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]]. Any restriction of the trading hours or the number of days on which trading takes place on the respective Relevant Exchange<sub>i</sub> or, as the case may be, Determining Futures Exchange<sub>i</sub>, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the respective Relevant Exchange<sub>i</sub> or, as the case may be, Determining Futures Exchange<sub>i</sub>.]

[In the case of a **Commodity** as Basket Component<sub>i</sub>, the following applies:

- (a) the suspension or the restriction of trading or the price determination of the Basket Component<sub>i</sub> on the respective Reference Market<sub>i</sub>; or
- (b) the suspension or restriction of trading in a Derivative of the Basket Component<sub>i</sub> on the respective Determining Futures Exchange<sub>i</sub>;

to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Any restriction of the trading hours or the number of days on which trading takes place on the respective Reference Market<sub>i</sub> or, as the case may be, the respective Determining Futures Exchange<sub>i</sub> shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the respective Reference Market<sub>i</sub> or, as the case may be, the respective Determining Futures Exchange<sub>i</sub>.]

[In the case of a **Fund other than an ETF** as Basket Component<sub>i</sub>, the following applies:

- (a) the failure to calculate or the non-publication of the calculation of the NAV<sub>i</sub> as a result of a decision by the respective Management Company<sub>i</sub> or Fund Services Provider<sub>i</sub> on behalf of the Management Company<sub>i</sub>;
- (b) the closure, conversion or insolvency of the Fund<sub>i</sub> or other circumstances which make it impossible to determine the NAV<sub>i</sub>;
- (c) it is not possible to trade Fund Shares<sub>i</sub> at the NAV<sub>i</sub>. This also covers cases in which the Fund<sub>i</sub> or the Management Company<sub>i</sub> or the Fund Services Provider<sub>i</sub> on their behalf decides to suspend the redemption or issue of Fund Shares<sub>i</sub> for a specified period or to restrict the redemption or issue of Fund Shares<sub>i</sub> to a specified portion of the volume of the Fund<sub>i</sub> or to levy additional fees;
- (d) the Fund<sub>i</sub> or the Management Company<sub>i</sub> redeems the Fund Shares<sub>i</sub> in kind instead of payment in cash;
- (e) comparable events which affect the ability of the Issuer to hedge its obligations under the Securities; or

- (f) in general the suspension or restriction of trading on exchanges, futures exchanges or markets on which financial instruments or currencies which constitute a significant factor affecting the value of the Fund<sub>i</sub> are listed or traded,

to the extent that that event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

[In the case of an ETF as Basket Component<sub>i</sub>, the following applies:

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

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

[In the case of a Currency Exchange Rate as Basket Component<sub>i</sub>, the following applies:

FX Market Disruption Event.]

["**Maximum Additional Conditional Amount (m)**" means the Maximum Additional Conditional Amount (m) as specified in § 1 of the Product and Underlying Data.]

["**Maximum Additional Unconditional Amount (m)**" means the Maximum Additional Unconditional Amount (m) as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with a Cap, the following applies:

"**Maximum Amount**" means [the Maximum Amount as specified in § 1 of the Product and Underlying Data.] [[the Cap<sub>i</sub>] [Nominal Amount x Cap Level<sub>i</sub>].]

["**Minimum Additional Conditional Amount (m)**" means the Minimum Additional Conditional Amount (m) as specified in § 1 of the Product and Underlying Data].

["**Minimum Additional Unconditional Amount (m)**" means the Minimum Additional Unconditional Amount (m) as specified in § 1 of the Product and Underlying Data].

"**Minimum Amount**" means [the Minimum Amount as specified in § 1 of the Product and Underlying Data [, subject to the occurrence of a Protection Lock-in Event. If a Protection Lock-in Event has occurred on [any] [all] Protection Lock-in Date[s] (k), the Minimum Amount will be equal to the Protection Lock-in (k) [related to the last Protection Lock-in Date (k) on which

a Protection Lock-in Event has occurred], multiplied by the Nominal Amount]] [Protection Level x Nominal Amount] [Nominal Amount x Floor Level].

["**Modified Following Business Day Convention**" means that if, with respect to a Payment Date, the respective Payment Date is not a Banking Day, the Security Holders shall not be entitled to payment until the next following Banking Day, unless that day would fall into the next calendar month; in that case the Security Holders are entitled to payment on the immediately preceding Banking Day.]

["**N**" means the number of Basket Components; as specified in § 1 of the Product and Underlying Data.]

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

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

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

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

[In the case of Securities with a **Final Reference Price Observation** with postponement of the Observation Date of **all Basket Components<sub>i</sub>**, the following applies:

"**Final Observation Date**" means the Final Observation Date as specified in § 1 of the Product and Underlying Data. If the Final Observation Date is not a Calculation Date for one or more Basket Components<sub>i</sub>, the immediately following [Banking Day] [day] which is a Calculation Date for all Basket Components<sub>i</sub> shall be the Final Observation Date for all Basket Components<sub>i</sub>. The Final Payment Date shall be postponed correspondingly. Interest shall not be payable due to such postponement.]

[In the case of Securities with a **Final Reference Price Observation** with postponement of the Observation Date of the **respective Basket Components<sub>i</sub>**, the following applies:

"**Final Observation Date**" means the Final Observation Date as specified in § 1 of the Product and Underlying Data. If the Final Observation Date is not a Calculation Date for one or more Basket Components<sub>i</sub>, the immediately following [Banking Day] [day] which is a Calculation Date for the corresponding Basket Component<sub>i</sub> shall be the Final Observation Date for the corresponding Basket Component<sub>i</sub>. The Final Payment Date shall be postponed correspondingly. Interest shall not be payable due to such postponement.]

[In the case of Securities with a **Final Average Observation** with postponement of the Observation Date of **all Basket Components<sub>i</sub>**, the following applies:

"**Final Observation Date**" means each of the Final Observation Dates specified in § 1 of the Product and Underlying Data. If a Final Observation Date is not a Calculation Date for one or more Basket Components<sub>i</sub>, the immediately following [Banking Day] [day] which is a Calculation Date for all Basket Components<sub>i</sub> shall be the respective Final Observation Date for all Basket Components<sub>i</sub>. If the last Final Observation Date is not a Calculation Date, the Final Payment Date shall be postponed correspondingly. Interest shall not be payable due to such postponement.]

[In the case of Securities with a **Final Average Observation** with postponement of the Observation Date of the **respective Basket Components<sub>i</sub>**, the following applies:

"**Final Observation Date**" means each of the Final Observation Dates specified in § 1 of the Product and Underlying Data. If a Final Observation Date is not a Calculation Date for one or more Basket Components<sub>i</sub>, the immediately following [Banking Day]

[day] which is a Calculation Date for the corresponding Basket Component<sub>i</sub> shall be the respective Final Observation Date for the corresponding Basket Component<sub>i</sub>. If the last Final Observation Date is not a Calculation Date, the Final Payment Date shall be postponed correspondingly. Interest shall not be payable due to such postponement.]

[In the case of Securities with an **Initial Reference Price Observation** with postponement of the Observation Date of **all Basket Components**<sub>i</sub>, the following applies:

"**Initial Observation Date**" means the Initial Observation Date as specified in § 1 of the Product and Underlying Data. If the Initial Observation Date is not a Calculation Date for one or more Basket Components<sub>i</sub>, the immediately following [Banking Day] [day] which is a Calculation Date for all Basket Components<sub>i</sub> shall be the Initial Observation Date for all Basket Components<sub>i</sub>.]

[In the case of Securities with an **Initial Reference Price Observation** with postponement of the Observation Date of **all Basket Components**<sub>i</sub>, the following applies:

"**Initial Observation Date**" means the Initial Observation Date as specified in § 1 of the Product and Underlying Data. If the Initial Observation Date is not a Calculation Date for one or more Basket Components<sub>i</sub>, the immediately following [Banking Day] [day] which is a Calculation Date for the corresponding Basket Component<sub>i</sub> shall be the Initial Observation Date for the corresponding Basket Component<sub>i</sub>.]

[In the case of Securities with an **Initial Average Observation** and postponement of the Observation Date of **all Basket Components**<sub>i</sub>, the following applies:

"**Initial Observation Date**" means each of the Initial Observation Dates as specified in § 1 of the Product and Underlying Data. If an Initial Observation Date is not a Calculation Date for one or more Basket Components<sub>i</sub>, the immediately following [Banking Day] [day] which is a Calculation Date for all Basket Components<sub>i</sub> shall be the respective Initial Observation Date for all Basket Components<sub>i</sub>.]

[In the case of Securities with an **Initial Average Observation** and postponement of the Observation Date of the **respective Basket Components**<sub>i</sub>, the following applies:

"**Initial Observation Date**" means each of the Initial Observation Dates as specified in § 1 of the Product and Underlying Data. If the Initial Observation Date is not a Calculation Date for one or more Basket Components<sub>i</sub>, the immediately following [Banking Day] [day] which is a Calculation Date for the corresponding Basket Component<sub>i</sub> shall be the respective Initial Observation Date for the corresponding Basket Component<sub>i</sub>.]

["**Observation Date (m)**"] means [each of] the Observation Date[s] (m) as specified in § 1 of the Product and Underlying Data. If [an] [the] Observation Date (m) is not a Calculation Date for one or more Basket Components<sub>i</sub>, the immediately following [Banking Day] [day] which is a Calculation Date [for all Basket Components<sub>i</sub>] shall be the [respective] Observation Date (m) for [all Basket Components<sub>i</sub>] [the respective Basket Component<sub>i</sub>]. The [respective] Additional Conditional Amount Payment Date (m) shall be postponed accordingly. Interest shall not be payable due to such postponement.]

["**Observation Date (n)**"] means [each of] the Observation Date[s] (n) as specified in § 1 of the Product and Underlying Data. If [an] [the] Observation Date (n) is not a Calculation Date for one or more Basket Components<sub>i</sub>, the immediately following [Banking Day] [day] which is a Calculation Date [for all Basket Components<sub>i</sub>] shall be the [respective] Observation Date (n) for [all Basket Components<sub>i</sub>] [the respective Basket Component<sub>i</sub>]. The [respective] Additional Conditional Amount Payment Date (n) shall be postponed accordingly. Interest shall not be payable due to such postponement.]

[In the case of Securities with an early redemption at the option of the Issuer, the following applies:

"**Optional Redemption Amount**" means the [Optional Redemption Amount as specified in § 1 of the Product and Underlying Data] [Nominal Amount] [Minimum Amount].

"**Optional Redemption Date**" means [each of] the Optional Redemption Date[s] as specified in § 1 of the Product and Underlying Data.]]

"**Participation Factor**" means the Participation Factor as specified in § 1 of the Product and Underlying Data.]

"**Participation Factor (m)**" means the Participation Factor (m) as specified in § 1 of the Product and Underlying Data.]

"**Payment Date**" means the due date for any payment under the Securities.

"**Performance of the Basket Component<sub>i</sub> (b)**" means the performance of the Basket Component<sub>i</sub> (b) using the following formula:

$$\text{Performance of the Basket Component}_i \text{ (b)} = K_i \text{ (b)} / K_i \text{ (initial)}]$$

"**Performance of the Basket Component<sub>i</sub> (final)**" means the performance of the Basket Component<sub>i</sub> (final) according to the following formula:

[In the case of **Option 1**, the following applies:

$$\text{Performance of the Basket Component}_i \text{ (final)} = K_i \text{ (final)} / K_i \text{ (initial)}]$$

[In the case of **Option 2**, the following applies:

$$\text{Performance of the Basket Component}_i \text{ (final)} = (K_i \text{ (final)} - \text{Strike}_i) / K_i \text{ (initial)}]$$

[In the case of **Option 3**, the following applies:

$$\text{Performance of the Basket Component}_i \text{ (final)} = (K_i \text{ (final)} - \text{Strike}_i) / \text{Strike}_i]$$

[However, the Performance of the Basket Component<sub>i</sub> (final) is in no event lower than zero (0).]]

"**Performance of the Basket Component<sub>i</sub> (m)**" means the Performance of the Basket Component<sub>i</sub> (m) using the following formula:

[In the case of **Option 1**, the following applies:

$$(K_i \text{ (m)} - \text{Strike}_i) / K_i \text{ (initial)}]$$

[In the case of **Option 2**, the following applies:

$$K_i \text{ (m)} / K_i \text{ (initial)} - \text{Strike Level}]$$

[In the case of **Option 3**, the following applies:

$$K_i \text{ (m)} / \text{Strike}_i - 1]$$

[In the case of **Option 4**, the following applies:

$$K_i \text{ (m)} / K_i \text{ (initial)}]]$$

"**Performance of the Basket Component<sub>i</sub> (n)**" means the performance of the Basket Component<sub>i</sub> (n) using the following formula:

$$\text{Performance of the Basket Component}_i \text{ (n)} = K_i \text{ (n)} / K_i \text{ (initial)}]$$

"**Performance of the Underlying (final)**" means the performance of the Underlying (final) according to the following formula:

$$\text{Performance of the Underlying (final)} = \sum_{i=1}^N (\text{Performance of the Basket Component}_i \text{ (final)} \times W_i )$$

"**Performance of the Underlying (m)**" means the performance of the Underlying (m) using the following formula:

$$\text{Performance of the Underlying (m)} = \sum_{i=1}^N (\text{Performance of the Basket Component}_i \text{ (m)} \times W_i )$$

In the case of **Garant Rainbow Securities with Multi-Underlying**, the following applies:

**"Performance of the Basket Component<sub>i best</sub> (final)"** means the performance of the Basket Component<sub>i best</sub> (final) multiplied with the respective Weighting<sub>i best</sub> ( $W_{i best}$ ) according to the following formula:

$$\text{Performance of the Basket Component}_{i best} (\text{final}) = (K_{i best} (\text{final}) / K_{i best} (\text{initial})) \times W_{i best}$$

**"Performance of the Underlying (final)"** means the performance of the Underlying according (final) to the following formula:

$$\text{Performance of the Underlying (final)} = \prod_{i=1}^N (\text{Performance of the Basket Component}_{i best} (\text{final}))$$

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

**"Preceding Business Day Convention"** means that if, with respect to a Payment Date, the respective Payment Date is not a Banking Day, the Security Holders shall be entitled to payment on the immediately preceding Banking Day.]

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

**"Protection Level"** means the Protection Level as specified in § 1 of the Product and Underlying Data.]

*[In the case of Securities with **Protection Lock-in Feature**, the following applies:*

**"Protection Lock-in (k)"** means the Protection Lock-in (k) as specified in § 1 of the Product and Underlying Data. [If a Protection Lock-in Event has occurred on more than one Protection Lock-in Date (k), it will be taken into consideration only the Protection Lock-in (k) related to the last Protection Lock-in Date (k) no which a Protection Lock-in Event has occurred.]

**"Protection Lock-in Event"** means that the Relevant Performance (k) on a Protection Lock-in Date (k) is [greater] [lower] than or equal to the Protection Lock-in Level (k).

**"Protection Lock-in Date (k)"** means the Protection Lock-in Date (k) as specified in § 1 of the Product and Underlying Data.

**"Protection Lock-in Level (k)"** means the Protection Lock-in Level (k) as specified in § 1 of the Product and Underlying Data.]

**"Record Date (l)"** means the Record Date (l) as specified in § 1 of the Product and Underlying Data. On the Record Date (l) the Clearing System determines the payment of the [respective] Additional Unconditional Amount (l) vis-à-vis the Security Holders.]

**"Record Date (m)"** means the Record Date (m) as specified in § 1 of the Product and Underlying Data. On the Record Date (m) the Clearing System determines the payment of the [respective] Additional Conditional Amount (m) vis-à-vis the Security Holders.]

**"Redemption Amount"** means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 4 of the Special Conditions.

**"Reference Market<sub>i</sub>"** means, with respect to the Basket Component<sub>i</sub>, the Reference Market<sub>i</sub> as specified in § 2 of the Product and Underlying Data.]

**"Reference Price<sub>i</sub>"** means, with respect to the Basket Component<sub>i</sub>, [the Reference Price<sub>i</sub> of the Basket Component<sub>i</sub> as specified in § 1 of the Product and Underlying Data] [FX<sub>i</sub>].

**"Registered Benchmark Administrator<sub>[i]</sub>"** means that the [Underlying][Basket Component<sub>[i]</sub>] is administered by an administrator who is registered in a register pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the

performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark-Regulation**"), as specified in § of the Product and Underlying Data.]

["**Relevant Exchange<sub>i</sub>**," means, with respect to the Basket Component<sub>i</sub>, the [Relevant Exchange<sub>i</sub>, as specified in § 2 of the Product and Underlying Data.] [exchange on which the components of the Basket Component<sub>i</sub> are most liquidly traded; such exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] [by way of notice pursuant to § 6 of the General Conditions in accordance with such components' liquidity].]

In the case of a material change in the market conditions at the Relevant Exchange<sub>i</sub>, such as a final discontinuation of the quotation of the Basket Component<sub>i</sub> [or, respectively its components] at the Relevant Exchange<sub>i</sub> and the quotation at a different stock exchange or considerably restricted number or liquidity, the Relevant Exchange<sub>i</sub> shall be substituted by another exchange that offers satisfactorily liquid trading in the Basket Component<sub>i</sub> [or, respectively, its components] (the "**Substitute Exchange<sub>i</sub>**"); such exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] [by way of notice pursuant to § 6 of the General Conditions]. In this case, any reference to the Relevant Exchange<sub>i</sub> in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Exchange<sub>i</sub>.]

[In the case of **Best-of Performance Determination**, the following applies:

["**Relevant Performance (b)**" means the Best Performance (b).]

["**Relevant Performance (k)**" means the Best Performance (k).]

["**Relevant Performance (final)**" means the Best Performance (final).]

["**Relevant Performance (m)**" means the Best Performance (m).]

["**Relevant Performance (n)**" means the Best Performance (n).]]

[In the case of **Worst-of Performance Determination**, the following applies:

["**Relevant Performance (b)**" means the Worst Performance (b).]

["**Relevant Performance (k)**" means the Worst Performance (k).]

["**Relevant Performance (final)**" means the Worst Performance (final).]

["**Relevant Performance (m)**" means the Worst Performance (m).]

["**Relevant Performance (n)**" means the Worst Performance (n).]]

[In the case of **Basket Performance Determination**, the following applies:

["**Relevant Performance (b)**" means the Performance of the Underlying (b).]

["**Relevant Performance (k)**" means the Performance of the Underlying (k).]

["**Relevant Performance (final)**" means the Performance of the Underlying (final).]

["**Relevant Performance (m)**" means the Performance of the Underlying (m).]

["**Relevant Performance (n)**" means the Performance of the Underlying (n).]]

"**Security Holder**" means the holder of a Security.

["**Settlement Cycle**" means, with respect to a Basket Component<sub>i</sub>, the

period of Clearance System Business Days following a transaction on the respective Relevant Exchange<sub>i</sub> in [the relevant Basket Component<sub>i</sub>] [the securities that form the basis of the respective Basket Component<sub>i</sub>], during which settlement [of subscriptions or redemptions of



Fund Shares;] will customarily take place according to the rules of [the Relevant Exchange;] [the Clearance System].]

["**Share Conversion Event**" means, with respect to a Basket Component, each of the following events:

- (a) the quotation of the Basket Component<sub>i</sub> at the respective Relevant Exchange<sub>i</sub> is finally ceased and no Substitute Exchange<sub>i</sub> could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) the quotation of the respective Basket Component<sub>i</sub> at the Relevant Exchange<sub>i</sub> no longer occurs in the Currency of the Basket Component<sub>i</sub>;
- (c) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];
- (d) an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]].]

"**Specified Currency**" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

["**Strike**;" means, with respect to the Basket Component<sub>i</sub> [the Strike<sub>i</sub> as specified in § 1 of the Product and Underlying Data] [Strike Level x K<sub>i</sub> (initial)].

["**Strike Level**" means the Strike Level as specified in § 1 of the Product and Underlying Data.]

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

"**Underlying**" means a basket consisting of the Basket Components<sub>i</sub>.

"**Website[s] for Notices**" means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

["**Website[s] of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.]

["**Weighting<sub>i</sub> (W<sub>i</sub>)**" (with  $i = 1, \dots, N$ ) means the weighting of the Basket Component<sub>i</sub>, as specified in § 1 of the Product and Underlying Data.]

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

"**Weighting<sub>i best</sub> (W<sub>i best</sub>)**" (with  $i = 1, \dots, N$ ) means the weighting applicable to the respective Basket Component<sub>i best</sub>, as specified in § 1 of the Product and Underlying Data.]

[In the case of **Worst-of Performance Determination**, the following applies:

["**Worst Performance (b)**" means the Worst Performance (b) as specified as follows:

[In the case of **Upside Securities**, the following applies:

Worst Performance (b) =  $\min [K_i (b) / K_i (\text{initial})]$  (with  $i = 1, \dots, N$ )

[In the case of **Downside Securities**, the following applies:

Worst Performance (b) =  $\max [K_i (b) / K_i (\text{initial})]$  (with  $i = 1, \dots, N$ )

["**Worst Performance (final)**" means the Worst Performance (final) as specified as follows:

[In the case of **Upside Securities**, the following applies:

Worst Performance (final) = min  $[K_i \text{ (final)} / K_i \text{ (initial)}]$  (with  $i = 1, \dots, N$ )

[In the case of **Downside Securities**, the following applies:

Worst Performance (final) = max  $[K_i \text{ (final)} / K_i \text{ (initial)}]$  (with  $i = 1, \dots, N$ )

["**Worst Performance (k)**"] means the Worst Performance (k) as specified as follows:

[In the case of **Upside Securities**, the following applies:

Worst Performance (k) = min  $[K_i \text{ (k)} / K_i \text{ (initial)}]$  (with  $i = 1, \dots, N$ )

[In the case of **Downside Securities**, the following applies:

Worst Performance (k) = max  $[K_i \text{ (k)} / K_i \text{ (initial)}]$  (with  $i = 1, \dots, N$ )

["**Worst Performance (m)**"] means the Worst Performance (m) as specified as follows:

[In the case of **Upside Securities**, the following applies:

Worst Performance (m) = min  $[K_i \text{ (m)} / K_i \text{ (initial)}]$  (with  $i = 1, \dots, N$ )

[In the case of **Downside Securities**, the following applies:

Worst Performance (m) = max  $[K_i \text{ (m)} / K_i \text{ (initial)}]$  (with  $i = 1, \dots, N$ )

[In the case of Securities with **Worst-in Observation**, the following applies:

"**Worst-in Period**" means [Insert relevant day(s)] between the Initial Observation Date (inclusive) and the Last Day of the Worst-in Period (inclusive).]

[In the case of Securities with **Worst-out Observation**, the following applies:

"**Worst-out Period**" means [Insert relevant day(s)] between the First Day of the Worst-out Period (inclusive) and the Final Observation Date (inclusive).]

## § 2

### Interest[, Additional Amount]

[In the case of **non-interest bearing Securities**, the following applies:

[(1)] *Interest:* The Securities do not bear interest.]

[In the case of **interest bearing Securities**, the following applies:

- (1) *Interest:* The Securities bear interest on their [Aggregate Nominal Amount] [Nominal Amount] [per Security] [from the Interest Commencement Date to the Interest End Date] [for [the] [each] Interest Period] at the Interest Rate.
- (2) *Interest Rate:* "**Interest Rate**" means the Interest Rate [as specified in § 1 of the Product and Underlying Data.] [which is specified for the respective Interest Period in § 1 of the Product and Underlying Data.]
- (3) *Interest Amount:* The [respective] "**Interest Amount**" will be calculated by multiplying the product of the Interest Rate and the [Aggregate Nominal Amount] [Nominal Amount] with the Day Count Fraction.

The [respective] Interest Amount becomes due for payment in the Specified Currency on the [relevant] Interest Payment Date in accordance with the provisions of § 6 of the Special Conditions.]

[In the case of Securities with **Additional Conditional Amount (m) (Upside, Downside or Range Coupon)**, the following applies:

- [( I )] *Additional Conditional Amount (m) ([Upside] [Downside] [Range] Coupon):* If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, the respective Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special

Conditions. The respective Additional Conditional Amount (m) for each Additional Conditional Amount Payment Date (m) is specified in § 1 of the Product and Underlying Data.

[In the case of Securities with Consolidation Feature the following applies:

Moreover, on all Additional Conditional Amount Payment Dates (m) following the occurrence of an Additional Conditional Amount Payment Event (m) the respective Additional Conditional Amount (m) shall be paid regardless of whether an Additional Conditional Amount Payment Event (m) has occurred.]

If, however, [subject to the foregoing,] with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m).]

[In the case of Securities with Additional Conditional Amount (m) (Digital Coupon), the following applies:

( [ ] ) *Additional Conditional Amount (m) (Digital Coupon):* If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (Low) (m) has occurred, the respective Additional Conditional Amount (Low) (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions.

If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (High) (m) has occurred, the respective Additional Conditional Amount (High) (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions.

If with respect to an Observation Date (m) neither an Additional Conditional Amount Payment Event (Low) (m) nor an Additional Conditional Amount Payment Event (High) (m) has occurred, neither an Additional Conditional Amount (Low) (m) nor an Additional Conditional Amount (High) (m) will be paid on the respective Additional Conditional Amount Payment Date (m).]

[In the case of Securities with an Additional Conditional Amount (m) (Upside or Downside Memory), the following applies:

( [ ] ) *Additional Conditional Amount (m) ([Upside] [Downside] Memory):* If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, the respective Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions less all Additional Conditional Amounts (m) paid on the preceding Additional Conditional Amount Payment Dates (m).

[In the case of Securities with Consolidation Feature the following applies:

Moreover, on all Additional Conditional Amount Payment Dates (m) following the occurrence of an Additional Conditional Amount Payment Event (m) the respective Additional Conditional Amount (m) shall be paid regardless of whether an Additional Conditional Amount Payment Event (m) has occurred.]

If, however, [subject to the foregoing,] with respect to an Observation Date (m) no Additional Conditional Amount Payment Event (m) has occurred, no Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m).]

[In the case of Securities with an Additional Conditional Amount (m) (Step-up Memory), the following applies:

( [ ] ) *Additional Conditional Amount (m) (Step-up Memory):* If with respect to an Observation Date (m) any of the following events occurs, the respective Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions subject to the following conditions:

If the Relevant Performance (m) is equal to or greater than the Additional Conditional Amount Payment Level<sub>1</sub> (m), the Additional Conditional Amount (m) is equal to the

Additional Conditional Amount<sub>1</sub> (m) less all the Additional Conditional Amounts<sub>1</sub> paid on the preceding Additional Conditional Amount Payment Dates;

if the Relevant Performance (m) is equal to or greater than the Additional Conditional Amount Payment Level<sub>2</sub> (m), the Additional Conditional Amount (m) is equal to the Additional Conditional Amount<sub>1</sub> (m) plus the Additional Conditional Amount<sub>2</sub> (m) less all the Additional Conditional Amounts<sub>1</sub> (m) and all the Additional Conditional Amounts<sub>2</sub> (m) paid on the preceding Additional Conditional Amount Payment Dates;

if the Relevant Performance (m) is equal to or greater than the Additional Conditional Amount Payment Level<sub>3</sub> (m), the Additional Conditional Amount (m) is equal to the Additional Conditional Amount<sub>1</sub> (m) plus the Additional Conditional Amount<sub>2</sub> (m) plus the Additional Conditional Amount<sub>3</sub> (m) less all the Additional Conditional Amounts<sub>1</sub> (m), all the Additional Conditional Amounts<sub>2</sub> (m) and all the Additional Conditional Amounts<sub>3</sub> (m) paid on the preceding Additional Conditional Amount Payment Dates.

Otherwise, no Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m).]

[In the case of Securities with an **Additional Conditional Amount (m) (Telescope)**, the following applies:

( [ ] ) *Additional Conditional Amount (m) (Telescope)*: If with respect to an Observation Date (m) an Additional Conditional Amount Payment Event (m) has occurred, the Additional Conditional Amount (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions. The Additional Conditional Amount (m) will be determined using the following formula:

Additional Conditional Amount (m) = Nominal Amount x (Relevant Performance (m) – Strike Level) x Participation Factor x 1/D (m).

[In the case of Securities with a **Maximum Additional Conditional Amount (m)**, the following applies:

However, the Additional Conditional Amount (m) is not greater than the relevant Maximum Additional Conditional Amount (m).]

However, the Additional Conditional Amount (m) is not less than the relevant Minimum Additional Conditional Amount (m).]

[In the case of Securities with an **Additional Unconditional Amount (m) (Upside Performance)**, the following applies:

( [ ] ) *Additional Unconditional Amount (m) (Upside Performance)*: The Additional Unconditional Amount (m) will be paid on the respective Additional Unconditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions. The Additional Unconditional Amount (m) will be determined using the following formula and may also be equal to zero:

Additional Unconditional Amount (m) = Participation Factor (m) x Relevant Performance (m).]

[In the case of Securities with a **Maximum Additional Unconditional Amount (m)**, the following applies:

However, the Additional Unconditional Amount (m) is not greater than the relevant Maximum Additional Unconditional Amount (m).]

[In the case of Securities with a **Minimum Additional Unconditional Amount (m)**, the following applies:

However, the Additional Unconditional Amount (m) is not less than the relevant Minimum Additional Unconditional Amount (m).]]

[In the case of **interest bearing Securities**, the following applies:

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

[In the case of "30/360", "360/360" or "Bond Basis" in accordance with ISDA 2000 , the following applies:

[30/360] [360/360] [Bond Basis] in accordance with ISDA 2000, calculated as the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (i) the last day of the Interest Period is the 31st day of a month but the first day of the Interest Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)).]

[In the case of "30/360", "360/360" or "Bond Basis" in accordance with ISDA 2006, the following applies:

[30/360] [360/360] [Bond Basis] in accordance with ISDA 2006, calculated as the number of days in the Interest Period divided by 360, calculated using the following formula:

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

Where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" 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 D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30.]

[In the case of "30E/360" or "Eurobond Basis" in accordance with ISDA 2000 (German interest calculation method), the following applies:

[30E/360] [Eurobond Basis] in accordance with ISDA 2000 (German interest calculation method), calculated as the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Interest Period unless, in the case of the final Interest Period, the Final Payment Date is the last day of the month of February, in which case the month of February shall not to be considered to be lengthened to a 30-day month).]

[In the case of "30E/360" or "Eurobond Basis" in accordance with ISDA 2006, the following applies:

[30E/360] [Eurobond Basis] in accordance with ISDA 2006, calculated as the number of days in the Interest Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

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

Where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Interest Period unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number is 31, in which case D<sub>2</sub> would be 30.]

[In the case of "30E/360 (ISDA)" in accordance with ISDA 2006 (German interest calculation method), the following applies:

30E/360 (ISDA) in accordance with ISDA 2006 (German interest calculation method), calculated as the number of days in the Interest Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

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

Where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"D<sub>1</sub>" 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<sub>1</sub> will be equal to 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Final Payment Date, or (ii) such number would be 31, in which case D<sub>2</sub> will be equal to 30.]

[In the case of "Act/360", the following applies:

Act/360, calculated as the actual number of days in the Interest Period divided by 360.]

[In the case of "Act/365" (Fixed), the following applies:

Act/365 (Fixed), calculated as the actual number of days in the Interest Period divided by 365.]

[In the case of "Act/Act (ISDA)", the following applies:

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

[In the case of Act/Act (ICMA), the following applies:

(I ) **Day Count Fraction:** "Day Count Fraction" for the purposes of determining an Interest Amount in respect of an Accrual Period is Act/Act (ICMA), calculated as follows:

[[ (i) if the Accrual Period is equal to or shorter than the Interest Period during which it falls,] the number of days in the Accrual Period divided by [the product of (1)] the number of days in such Interest Period [and (2) the number of Interest Periods normally ending in any year].]

[[ (ii) if the Accrual Period is longer than the Interest Period:] the sum of

- (A) the number of days in such Accrual Period falling in the Interest Period in which the Accrual Period begins, divided by [the product of (1)] the number of days in such Interest Period [and (2) the number of Interest Periods normally ending in one year], and
- (B) the number of days in such Accrual Period falling in the next Interest Period divided by [the product of (1)] the number of days in such Interest Period [and (2) the number of Interest Periods normally ending in any year].]

[( [ ] ) *Notice:* The Calculation Agent will make all specifications and calculations, which are provided in this § 2, and will notify the Issuer without undue delay, who will notify the Security Holders and any exchange, on which the Securities are listed and whose provisions require a notification to the exchange, for the respective Interest Period pursuant to § 6 of the General Conditions of the Securities.]]

[In the case of Securities with an **Additional Unconditional Amount (l)**, the following applies:

( [ ] ) *Additional Unconditional Amount (l):* The respective Additional Unconditional Amount (l) will [moreover] be paid on the [respective] Additional Unconditional Amount Payment Date (l) pursuant to the provisions of § 6 of the Special Conditions.]

### § 3

#### **Redemption[, Instalment Payment] [, Automatic Early Redemption]**

[(1)] *Redemption:* [Unless redeemed early according to the following paragraph ( [ ] ), the] [The] Securities shall be redeemed [upon automatic exercise on the Exercise Date] by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.

[The Securities shall be deemed automatically exercised on the Exercise Date.]

[(2)] *Instalment payment:* Provided that no Early Redemption Event (n) has occurred, the Security Holders are entitled to the payment of the [respective] Instalment Amount (f) on [each of] the Instalment Payment Date[s] (f) pursuant to the provisions of § 6 of the Special Conditions.]

[In the case of Securities with **Automatic Early Redemption**, the following applies:

( [ ] ) *Automatic early redemption:* If on an Observation Date (n) an Early Redemption Event (n) has occurred, the Securities will be automatically early redeemed by payment of the respective Early Redemption Amount (n) on the immediately following Early Payment Date (n) pursuant to the provisions of § 6 of the Special Conditions.]

### § 4

#### **Redemption Amount[, Early Redemption Amount]**

[In the case of **Garant Cash Collect Securities with Multi-Underlying**, the following applies:

[(1)] *Redemption Amount:* The Redemption Amount corresponds to the Minimum Amount.]

[In the case of **Garant Performance Securities with Multi-Underlying**, the following applies:

[(1)] *Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x (Relevant Performance (final) – Final Strike Level))

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

[In the case of **Protection Garant Securities with Multi-Underlying**, the following applies:

[(1)] *Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x Relevant Performance (final))

The Redemption Amount is not lower than the Minimum Amount [and not higher than the Maximum Amount].]

[In the case of **Downside Protection Garant Securities with Multi-Underlying**, the following applies:

[(1)] *Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x Downside Performance of the Underlying (final))

The Redemption Amount is not lower than the Minimum Amount [and not higher than the Maximum Amount].]

[In the case of **Garant Barrier Securities with Multi-Underlying**, the following applies:

[(1)] *Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

If no Barrier Event has occurred,

[In the case of **Option 1**, the following applies:

the Redemption Amount is equal to the Maximum Amount.

[In the case of **Option 2**, the following applies:

the Redemption Amount is equal to the Nominal Amount.

[In the case of **Option 3**, the following applies:

the Redemption Amount is equal to the Adjusted Nominal Amount.

If a Barrier Event has occurred,

[In the case of **Option 4**, the following applies:

the Redemption Amount is equal to the Nominal Amount multiplied by the Relevant Performance (final) divided by the Strike Level.

However, the Redemption Amount is not greater than the Nominal Amount and not lower than the Minimum Amount.]

[In the case of **Option 5**, the following applies:

the Redemption Amount is equal to the Adjusted Nominal Amount multiplied by the Relevant Performance (final) divided by the Strike Level.

However, the Redemption Amount is not greater than the Adjusted Nominal Amount.]

[In the case of **Option 6**, the following applies:

If a Barrier Event has occurred, the Redemption Amount will be calculated according to the following formula:

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x Relevant Performance (final)).

However, the Redemption Amount is not greater than the Nominal Amount and not lower than the Minimum Amount.]]

[In the case of **Garant Rainbow Securities with Multi-Underlying**, the following applies:

[(1)] *Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:



Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x (Performance of the Underlying (final) – Final Strike Level))

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

[In the case of **Garant Dispersion Securities with Multi-Underlying**, the following applies:

[(1)] *Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

Redemption Amount = Nominal Amount x (Floor Level + (Dispersion of the Underlying – Final Strike Level))

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

[In the case of **Garant Barrier Reverse Convertible Securities with Multi-Underlying**, the following applies:

[(1)] *Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

If no Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount.

If a Barrier Event has occurred, the Redemption Amount will be calculated according to the following formula:

[In the case of **Option 1**, the following applies:

Redemption Amount = Nominal Amount x Relevant Performance (final) / Final Strike Level]

[In the case of **Option 2**, the following applies:

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x Relevant Performance (final)).

However, the Redemption Amount is not greater than the Nominal Amount and not lower than the Minimum Amount.]]

However, the Redemption Amount is not less than the Minimum Amount.]

[In the case of **Downside Garant Barrier Reverse Convertible Securities with Multi-Underlying**, the following applies:

[(1)] *Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

If no Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount.

If a Barrier Event has occurred:

Redemption Amount = Nominal Amount x (2 - (Relevant Performance (final) / Final Strike Level))

However, the Redemption Amount is not less than the Minimum Amount.]

[In the case of **Securities with Automatic Early Redemption**, the following applies:

(2) *Early Redemption Amount:* The Early Redemption Amount (n) for an Early Payment Date (n) is specified in § 1 of the Product and Underlying Data.]]

## **Garant Securities linked to Target Vol Basket Strategies**

[In the case of Securities linked to Target Vol Basket Strategies, the following applies:

### **§ 1**

#### **Definitions**

[In the case of a basket consisting of shares or a depository receipts as Underlying A, the following applies:

"**Adjustment Event**" means, with respect to a Basket Component, each of the following events:

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

[In the case of a basket consisting of **Financial Indices** as Underlying A, the following applies:

"**Adjustment Event**" means, with respect to a Basket Component, each of the following events:

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

Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].]

[In the case of a basket consisting of Commodities as Underlying A, the following applies:

"**Adjustment Event**" means, with respect to a Basket Component[, each of the following events]:

- [(a)] any changes in the Relevant Trading Conditions of the respective Basket Component that lead to a situation where, as a result of the change, the changed Relevant Trading Conditions are no longer economically equivalent to the Relevant Trading Conditions prior to the change; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith] [;
- (b) a Hedging Disruption occurs].]

[In the case of a Fund other than an ETF as Basket Component or as Underlying B, the following applies:

"**Adjustment Event**" means, with respect to [the] [a] [Fund Share or [the] [a] Fund] [other than an Exchange Traded Fund] [as] [Basket Component] [or] [Underlying B], each of the following events:

[in the reasonable discretion (§ 315 BGB) of the Calculation Agent any of the following events occurring on or after the First Trade Date:]

- (a) changes are made in one of the Fund Documents without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the method of calculating the NAV or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (b) requests for the issue, redemption or transfer of Fund Shares are executed only partially or not at all;
- (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares; whether the conditions are fulfilled shall be determined by the Calculation Agent; [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (d) the Fund or the Management Company or Fund Services Provider appointed for this purpose by the Fund or the Management Company fails to publish the NAV as scheduled or in accordance with normal practice or as specified in Fund Documents [for more than [Insert number of Banking Days] consecutive Banking Day(s)];
- (e) a change in the legal form of the Fund;
- (f) a change of significant individuals in key positions at the Management Company or in the Fund Management; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (g) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or the Management Company; or (ii) the suspension, cancellation, revocation or absence of

the accreditation or registration of the Fund or the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund by the relevant authority; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or an order by a competent authority relating to the activities of the Fund, the Management Company or a Fund Services Provider, or of individuals in key positions at the Management Company or in the Fund Management as a result of misconduct, a violation of the law or for similar reasons;

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

- (o) the Management Company or a Fund Services Provider discontinues its services for the Fund or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another services provider which is of similarly good standing; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (p) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;
- (q) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
- (r) the Issuer loses the right to use the Fund Share as [a Basket Component] [or] [the Underlying B] for the Securities [due to reasons for which the Issuer is not solely responsible];
- (s) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (t) a change or the cancellation or the announced cancellation of the notification of the bases of taxation for the Fund in accordance with the applicable provisions of the German Investment Tax Act (*Investmentsteuergesetz*, "**InvStG**") and such change or cancellation would have a negative consequence for the Issuer; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (u) changes in the investment or distribution policy of the Fund which could have a substantial negative effect on the amount of the Fund's distributions as well as distributions which diverge significantly from the Fund's normal distribution policy to date; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (v) the Fund or the Management Company or a company affiliated to it breaches the rebate or any other agreement entered into with the Issuer in relation to the Fund in a significant respect (e.g. lowering of rebate levels or non-payment of agreed rebates) or terminates that agreement; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (w) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by*

Italian law, insert: acting in accordance with relevant market practice and in good faith];

- (x) the Fund or the Management Company fails to provide the Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request; whether the conditions are fulfilled shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (y) any other event that could have a noticeable adverse effect on NAV or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether the conditions are fulfilled shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (z) NAV is no longer published in the Currency of [the Basket Component] [or] [the Underlying B].
- (aa) starting 31 December 2018, the Issuer does not receive with respect to [each Calculation Date] [at least for one Calculation Date in each calendar month] a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the [next following] [within five] Banking Day[s] [(each a "**Fund Replacement Event**")];[.]
- [(bb) a Hedging Disruption occurs];[.]
- [( [ )] [the historic "**Volatility of the Fund Share**" exceeds a volatility level of [Insert]%.] the historic "**Volatility of the Fund Share**" exceeds the historic Volatility of the Fund-Benchmark on a day that is a Calculation Date and a Fund-Benchmark Calculation Date by more than [Insert]%.]

The "**Volatility of the Fund Share**" is calculated on a Calculation Date [that is also a Fund-Benchmark Calculation Date] on the basis of the daily logarithmic returns of the NAV over the immediately preceding [*Insert number of days*] Calculation Dates [that are also Fund-Benchmark Calculation Date] in each case using the following formula:

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

Where:

"t" is the relevant Calculation Date;

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

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

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

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

The degree of variation (volatility) is estimated on a relevant Calculation Date [that is also a Fund-Benchmark Calculation Date] using the daily returns of the NAV for the most recent [*Insert number of days*] Calculation Dates [that are also Fund-Benchmark Calculation Dates] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV between two consecutive Calculation Dates [that are also Fund-Benchmark Calculation Dates]. The volatility determined

using this method may not exceed a volatility level for the Fund Share of [*Insert the respective %*] respectively.]

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

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

Where:

"**t**" is the relevant Fund-Benchmark Calculation Date which is also a Calculation Date;

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

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

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

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

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

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

[In the case of an ETF as Basket Component or Underlying B, the following applies:

"**Adjustment Event**" means, with respect to [the] [an] [Exchange Traded Fund] [as] [Basket Component] [or] [Underlying B], each of the following events:

- (a) changes are made in one of the Fund Documents without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the method of calculating the NAV or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) requests for the issue or purchase, redemption or sale or transfer of Fund Shares are executed only partially or not at all;
- (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (d) the Fund or the Management Company or a provider of fund services appointed for this purpose by the Fund or the Management Company fails to publish the NAV as scheduled or in accordance with normal practice or as specified in the Fund Documents [for more than [*Insert number of Banking Days*] consecutive Banking Day(s)];
- (e) a change in the legal form of the Fund;
- (f) the quotation of the Fund Share at the Relevant Exchange is finally ceased and no Substitute Relevant Exchange could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (g) a change of significant individuals in key positions at the Management Company or in the Fund Management; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (h) an early termination performed by the Determining Futures Exchange of the there traded Derivatives of the Fund Share or the Fund;
- (i) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund or of the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund by the relevant authority; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or an order by a competent authority relating to the activities of the Fund, the Management Company or a Fund Services Provider, or of individuals in key positions at the Management Company or in the Fund Management as a result of misconduct, a violation of the law or for similar reasons;
- (j) a breach by the Fund or the Management Company of the investment objectives, the investment strategy or the investment restrictions of the Fund (as defined in the Fund Documents) that is material, or a breach of statutory or regulatory requirements by the Fund or the Management Company; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (k) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Issuer, in relation to the subscription, redemption or holding of Fund Shares, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Issuer with respect to complying with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (l) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) as a result of which compliance by the Issuer with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities would become unlawful or impracticable or would entail substantially higher costs; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];



- (m) an increase in the proportion of the volume held by the Issuer alone or together with a third party with which the Issuer enters into a hedging transaction with respect to the Securities beyond [*Insert relevant percentage*]% of the Fund Shares outstanding [due to reasons for which the Issuer is not solely responsible];
- (n) the Issuer is required to consolidate the Fund as a result of accounting or other regulations;
- (o) the sale or redemption of the Fund Shares for reasons beyond the control of the Issuer and not relating to the Securities, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (p) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares or of the redemption of existing Fund Shares or (ii) the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares or (iv) payments in respect of a redemption of Fund Shares being made partly or wholly by means of a distribution in kind instead of for cash or (v) the creation of side pockets for segregated assets; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (q) the Management Company or a Fund Services Provider discontinues its services for the Fund or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another services provider which is of similarly good standing; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (r) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;
- (s) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
- (t) the Issuer loses the right to use the Fund Share as [a Basket Component] [or] [the Underlying B] for the Securities [due to reasons for which the Issuer is not solely responsible];
- (u) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (v) a change or the cancellation or the announced cancellation of the notification of the bases of taxation for the Fund in accordance with the applicable provisions of the German Investment Tax Act (*Investmentsteuergesetz*, "**InvStG**") and such change or cancellation would have a negative consequence for the Issuer; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (w) changes in the investment or distribution policy of the Fund which could have a substantial negative effect on the amount of the Fund's distributions as well as distributions which diverge significantly from the Fund's normal distribution policy to date; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (x) the Fund or the Management Company or a company affiliated to it breaches the agreement entered into with the Issuer in relation to the Fund in a significant respect or terminates that agreement; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (y) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (z) the Fund or the Management Company fails to provide the Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (aa) any other event that could have a noticeable adverse effect on the NAV of the Fund or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (bb) the NAV is no longer published in the Currency of [the Basket Component<sub>i</sub>] [or] [the Underlying B],
- (cc) starting 31 December 2018, the Issuer does not receive with respect to [each Calculation Date] [at least for one Calculation Date in each calendar month] a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the [next following] [within five] Banking Day[s] [(each a "**Fund Replacement Event**")];[.]
- [(dd) a Hedging Disruption occurs];[.]
- [( [ )] [the historic Volatility of the Fund Share exceeds a volatility level of [Insert]%.] [the historic Volatility of the Fund Share exceeds the historic volatility of the Fund-Benchmark on a day that is a Calculation Date and a Fund-Benchmark Calculation Date by more than [Insert]%.]

The "**Volatility of the Fund Share**" is calculated on a Calculation Date [that is also a Fund-Benchmark Calculation Date] on the basis of the daily logarithmic returns of the NAV over the immediately preceding [Insert number of days] Calculation Dates [that are also Fund-Benchmark Calculation Date] in each case using the following formula:

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

Where:

"t" is the relevant Calculation Date;

"P" is [Insert number of days];

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

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

The degree of variation (volatility) is estimated on a relevant Calculation Date [that is also a Fund-Benchmark Calculation Date] [that are also Fund-Benchmark Calculation Dates] using the daily returns of the NAV for the most recent [Insert number of days] Calculation Dates [that are also Fund-Benchmark Calculation Dates] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV between two consecutive Calculation Dates [that are also Fund-Benchmark Calculation Dates]. The volatility determined using this method may not exceed a volatility level for the Fund Share of [Insert the respective %] respectively.]

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

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

Where:

"t" is the relevant Fund-Benchmark Calculation Date which is also a Calculation Date;

"P" is [Insert number of days];

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

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

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

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

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

["**Administrator**" means, with respect to [the] [a] Fund, [the Administrator [specified in § 2 of the Product and Underlying Data] [as specified in the Fund Documents;] [of the Fund]. If the Fund or the Management Company appoints another person, company or institution as the Administrator of the Fund, each and every reference to the Administrator in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Administrator.] [a

person, company or institution appointed according to the Fund Documents for the purpose of providing administrative services to the Fund.]]

"**Aggregate Nominal Amount**" means the Aggregate Nominal Amount of the series as specified in § 1 of the Product and Underlying Data.

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

["**B (t)**" means the Reference Price of the Underlying B on the Calculation Date (t).

"**B (t-1)**" means the Reference Price of the Underlying B on the Calculation Date immediately preceding the respective Calculation Date (t).]

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

[In the case of Securities where the Specified Currency is not the Euro, the following applies:

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

"**Basket Component<sub>i</sub>**," means the [share] [index] [commodity] [Fund Share] as specified in § 1 of the Product and Underlying Data (each a "**Basket Component**" and collectively the "**Basket Components**").

"**Basket Volatility**" means the Basket Volatility as calculated by the Calculation Agent pursuant to § 4 (4) of the Special Conditions.

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

"**Calculation Date**" means each day on which the Reference Price for all Basket Components [and the Underlying B] is normally published by the [respective] [Relevant Exchange] [Index Sponsor or Index Calculation Agent] [Reference Market] [,] [Fund or Management Company].

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

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

in the [*in the case of Securities governed by German law, insert:* in the reasonable discretion (§ 315 et seq. BGB) of the Issuer] [*in the case of Securities governed by Italian law, insert:* as determined by the Issuer acting in accordance with relevant market practice and in good faith]

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

if such changes become effective on or after the First Trade Date of the Securities.]

[In the case of Securities with CBF as Clearing System, the following applies:

"**Clearing System**" means Clearstream Banking AG, Frankfurt am Main ("**CBF**").]

*[In the case of Securities with Monte Titoli as Clearing System, the following applies:*

"**Clearing System**" means Monte Titoli S.p.A., Milan, Italy ("**Monte Titoli**").]

*[In the case of Securities with CBL and Euroclear Bank as Clearing System, the following applies:*

"**Clearing System**" means Clearstream Banking S.A., Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**") (CBL and Euroclear are individually referred to as an "**ICSD**" (International Central Securities Depository) and, collectively, the "**ICSDs**").]

*[In the case of Securities with another Clearing System, the following applies:*

"**Clearing System**" means *[Insert other Clearing System(s)].*

"**Clearance System**" means, with respect to a Basket Component, the principal domestic clearance system customarily used for settling trades with respect to the [securities that form the basis of the] respective Basket Component; such system shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].*

"**Clearance System**" means, with respect to [the] [a] [Fund Share] [Underlying B], the principal domestic clearance system customarily used for settling subscriptions or redemptions of Fund Shares; such system shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].*

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

"**Commodity Conversion Event**" means, with respect to a Basket Component, each of the following events:

- (a) no suitable Replacement Reference Market is available or could be determined; whether this is the case shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];*
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occurs;
- (c) the relevant Basket Component is no longer calculated or published in the relevant Currency of the Basket Component; [;
- (d) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].*

"**Conversion Event**" means, with respect to the Basket Components, [Share Conversion Event] [Index Conversion Event] [Commodity Conversion Event] [Fund Conversion Event] [and, with respect to the Underlying B, Fund Conversion Event].

"**Currency of the Basket Component<sub>i</sub>**" means, with respect to a Basket Component<sub>i</sub>, the Currency of the Basket Component<sub>i</sub> as specified in § 2 of the Product and Underlying Data.

"**Currency of the Underlying B**" means, with respect to the Underlying B, the Underlying Currency as specified in § 2 of the Product and Underlying Data.]

["**Custodian Bank**" means, with respect to [the] [a] Fund, [the Custodian Bank [specified in § 2 of the Product and Underlying Data] [as specified in the Fund Documents] [of the Fund]. If the Fund or the Management Company specifies another person, company or institution as the Custodian Bank of the Fund, each and every reference to the Custodian Bank in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Custodian Bank.] [a person, company or institution acting as custodian of the Fund's assets according to the Fund Documents.]]

"**Days<sub>t-1,t</sub>**" means the number of calendar days from and including Calculation Date<sub>t-1</sub> to but excluding Calculation Date<sub>t</sub>.

["**Determining Futures Exchange**" means, with respect to a Basket Component, the futures exchange, on which respective derivatives of the Basket Component [or – if derivatives on the Basket Component are not traded – its components] (the "**Derivatives**") are traded, and as determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] by way of notice pursuant to § 6 of the General Conditions in accordance with such Derivative's number or liquidity.

In the case of a material change in the market conditions at the Determining Futures Exchange, such as a final discontinuation of derivatives' quotation linked to the respective Basket Component [or to its components] at the Determining Futures Exchange or a considerably restricted number or liquidity, the Calculation Agent will [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] by way of notice pursuant to § 6 of the General Conditions determine another futures exchange as the Determining Futures Exchange (the "**Substitute Futures Exchange**"). In this case, any reference in the Terms and Conditions of these Securities to the Determining Futures Exchange, shall be deemed to refer to the Substitute Futures Exchange.]

["**Determining Futures Exchange**" means, with respect to the Underlying B, the futures exchange, on which respective derivatives of the Underlying B (the "**Derivatives**") are traded, and as determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] by way of notice pursuant to § 6 of the General Conditions in accordance with such Derivative's number or liquidity.

In the case of a material change in the market conditions at the Determining Futures Exchange, such as a final discontinuation of derivatives' quotation linked to the Underlying B at the Determining Futures Exchange or a considerably restricted number or liquidity, the Calculation Agent will [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] by way of notice pursuant to § 6 of the General Conditions determine another futures exchange as the Determining Futures Exchange (the "**Substitute Futures Exchange**"). In this case, any reference in the Terms and Conditions of these Securities to the Determining Futures Exchange, shall be deemed to refer to the Substitute Futures Exchange.]

["**Designated Maturity**" means the Designated Maturity as specified in § 1 of the Product and Underlying Data.]

"**Dynamic Weight<sub>t</sub> (DW<sub>t</sub>)**" means the Dynamic Weight with respect to Calculation Date<sub>t</sub> as calculated by the Calculation Agent pursuant to § 4 (3) of the Special Conditions.

"**Dynamic Weight<sub>t-1</sub> (DW<sub>t-1</sub>)**" means the Dynamic Weight on the Calculation Date immediately preceding Calculation Date<sub>t</sub>.

[In the case of a basket consisting of ETF as Underlying the following applies:

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

"**Exercise Date**" means the [last] Final Observation Date.

["**Fee<sub>Basket</sub> (Fee<sub>Basket</sub>)**" means the Fee<sub>Basket</sub> as specified in § 1 of the Product and Underlying Data.]

["**Fee<sub>Strat</sub> (Fee<sub>Strat</sub>)**" means the Fee<sub>Strat</sub> as specified in § 1 of the Product and Underlying Data.]

["**Fee<sub>TVL</sub> (Fee<sub>TVL</sub>)**" means the Fee<sub>TVL</sub> as specified in § 1 of the Product and Underlying Data.]

["**Fee<sub>ULB</sub> (Fee<sub>ULB</sub>)**" means the Fee<sub>ULB</sub> as specified in § 1 of the Product and Underlying Data.]

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

"**Final Strategy Calculation Date**" means the [last] Final Observation Date.

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

"**Floor Level**" means the Floor Level as specified in § 1 of the Product and Underlying Data [if a Protection Lock-in Event has not occurred on any Protection Lock-in Date (k). Otherwise, the Floor Level will be equal to the Protection Lock-in (k) related to the last Protection Lock in Date (k) on which a Protection Lock-in Event has occurred].

[In the case of a basket of **Funds** as Underlying, the following applies:

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

["**Fund-Benchmark**" means, with respect to [the] [a] Fund, the index as specified in § 1 of the Product and Underlying Data.

"**Fund-Benchmark Calculation Date**" means, with respect to [the] [a] Fund-Benchmark, each day on which the Fund-Benchmark Reference Price is calculated and published by the Fund-Benchmark Sponsor.

"**Fund-Benchmark Reference Price**" means, with respect to [the] [a] Fund-Benchmark, the closing price of the Fund-Benchmark.

"**Fund-Benchmark Sponsor**" means, with respect to [the] [a] Fund-Benchmark,] the Fund-Benchmark Sponsor as specified in § 1 of the Product and Underlying Data.

"**Fund-Benchmark Replacement Event**" means, with respect to [the] [a] Fund-Benchmark,

- (a) any change in the relevant index concept or the calculation of the Fund-Benchmark, that [*in the case of Securities governed by German law, insert:* in the reasonable discretion (§ 315 et seq. BGB) of the Calculation Agent] [*in the case of Securities governed by Italian law, insert:* as determined by the Calculation Agent acting in accordance with relevant market practice and in good faith] result in a new relevant index concept or calculation of the Fund-Benchmark being no longer economically equivalent to the original relevant index concept or the original calculation of the Fund-Benchmark;
- (b) the calculation or publication of the Fund-Benchmark is finally discontinued, or replaced by another index (the "**Fund-Benchmark Replacement Event**");
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Fund-Benchmark as basis for any calculation or specifications described in these Terms and Conditions;
- (d) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Fund-Benchmark.

In cases of a Fund-Benchmark Replacement Event the Calculation Agent is entitled to determine [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with

relevant market practice and in good faith], which index should be used in the future as a Fund-Benchmark (the "**Replacement Fund-Benchmark**"). The Replacement Fund-Benchmark will be published in accordance with § 6 of the General Conditions. Any reference to the replaced Fund-Benchmark in these Terms and Conditions shall be deemed to refer to the Replacement Fund-Benchmark.

If the Fund-Benchmark is no longer determined by the Fund-Benchmark Sponsor but rather by another person, company or institution (the "**New Fund-Benchmark Sponsor**"), then any calculation described in these Terms and Conditions shall occur on the basis of the Fund-Benchmark as determined by the New Fund-Benchmark Sponsor. In this case, any reference to the replaced Fund-Benchmark Sponsor in these Terms and Conditions shall be deemed to refer to the New Benchmark Sponsor.]

"**Fund Conversion Event**" means, with respect to [the] [a] Fund Share or [the] [a] Fund, each of the following events:

- [(a) no Replacement Fund is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];]
- [( ] no Replacement Management Company is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];]
- [( ] a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];]
- [( ] an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not justifiable with regard to the Issuer and/or the Security Holders (respectively a "**Fund Replacement Event**"); whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]].]

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

"**Fund Management**" means, with respect to [the] [a] Fund, the persons responsible for the portfolio and/or the risk management of the Fund.

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

"**Fund Share**" means, with respect to [a Basket Component] [or] [the Underlying B], a unit or share of the Fund and of the class set out [in the "Basket Component;"] [and] [in the "Underlying B"] column in § [1][2] of the Product and Underlying Data.]

"**Hedging Disruption**" means that the Issuer[, due to reasons for which the Issuer is not solely responsible,] is not able, under conditions which are substantially the same in financial terms as those applying on the First Trade Date for the Securities, to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,



whether this is the case shall be determined by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

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

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

whether this is the case shall be determined by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Cost increases due to a deterioration of the creditworthiness of the Issuer [or other reasons for which the Issuer is solely responsible] are not to be considered as Increased Costs of Hedging.]

[In the case of a basket consisting of **Indices** as Underlying A, the following applies:

**["Registered Benchmark Administrator<sub>[i]</sub>"]** means that the [Underlying][Basket Component<sub>[i]</sub>] is administered by an administrator who is registered in a register pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark-Regulation**"), as specified in § 2 of the Product and Underlying Data.]

**"Index Calculation Agent"** means, with respect to a Basket Component, the Index Calculation Agent as specified in § 2 of the Product and Underlying Data.]

**"Index Conversion Event"** means, with respect to a Basket Component, each of the following events:

- (a) no suitable Replacement Basket Component is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occurs;
- (c) the relevant Basket Component is no longer calculated or published in the relevant Currency of the Basket Component[;];
- (d) no suitable substitute for the respective Index Sponsor and/or the respective Index Calculation Agent is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] [;];
- (e) an adjustment pursuant to § 8 (3) or (4) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

"**Index Sponsor**" means, with respect to a Basket Component, the Index Sponsor as specified in § 2 of the Product and Underlying Data.

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

"**Initial Strategy Calculation Date**" means the [first] Initial Observation Date.

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

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

[In the case of an Issuing Agent, the following applies:

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

"**j**" means an integer number representing each number from and including the number 1 to and including the VOP.

"**k**" means an integer number representing each number from and including the number 1 to and including the VOP.

"**Ln ( )**" means the natural logarithm of the base in brackets.

"**K<sub>i</sub> (t)**" means, with respect to a Basket Component<sub>i</sub>, the Reference Price with respect to the Calculation Date.

"**K<sub>i</sub> (t-1)**" means, with respect to a Basket Component<sub>i</sub>, the Reference Price with respect to the Calculation Date immediately preceding the Calculation Date<sub>i</sub>.

"**Level of the Target Vol Strategy**" means the Level of the Target Vol Strategy as specified or calculated by the Calculation Agent pursuant to § 4 (2) of the Special Conditions.

"**Level of the Target Vol Strategy<sub>t</sub> (TVL<sub>t</sub>)**" means the Level of the Target Vol Strategy on the Calculation Date<sub>t</sub>.

"**Level of the Target Vol Strategy<sub>t-1</sub> (TVL<sub>t-1</sub>)**" means the Level of the Target Vol Strategy on the Calculation Date immediately preceding Calculation Date<sub>t</sub>.

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

[In the case of a basket consisting of Shares as Underlying A, the following applies:

"**Market Disruption Event**" means, with respect to a Basket Component, each of the following events:

- (a) the failure of the respective Relevant Exchange<sub>i</sub> to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the respective Basket Component<sub>i</sub> on the respective Relevant Exchange<sub>i</sub>;
- (c) in general the suspension or restriction of trading in a Derivative of the respective Basket Component<sub>i</sub> on the respective Determining Futures Exchange<sub>i</sub>;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price of the respective Basket Component<sub>i</sub> and continues at the point in time of the normal calculation and is material [*in the case of Securities governed by German law, insert:* in the reasonable discretion (§ 315 et seq. BGB) of the Calculation Agent] [*in the case of Securities governed by Italian law, insert:* as determined by the Calculation Agent acting in accordance with relevant market practice and in good faith]. Any restriction of the trading hours or the number of days on which trading takes place on the respective Relevant Exchange<sub>i</sub> or, as the case may be, the respective Determining Futures Exchange<sub>i</sub>, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the respective Relevant Exchange<sub>i</sub> or, as the case may be, the respective Determining Futures Exchange<sub>i</sub>.]

[In the case of a basket consisting of **Financial Indices** as Underlying A, the following applies:

"**Market Disruption Event**" means, with respect to a Basket Component, each of the following events:

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

[to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price of the respective Basket Component<sub>i</sub> and continues at the point in time of the normal calculation and is material [*in the case of Securities governed by German law, insert:* in the reasonable discretion (§ 315 et seq. BGB) of the Calculation Agent] [*in the case of Securities governed by Italian law, insert:* as determined by the Calculation Agent acting in accordance with relevant market practice and in good faith]] [to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]]. Any restriction of the trading hours or the number of days on which trading takes place on the respective [Relevant Exchange<sub>i</sub>][Reference Market<sub>i</sub>] or, as the case may be, the Determining Futures Exchange<sub>i</sub>, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the [Relevant Exchange<sub>i</sub>][Reference Market<sub>i</sub>] or, as the case may be, the Determining Futures Exchange<sub>i</sub>.]

[In the case of a basket consisting of **Commodities** as Underlying A, the following applies:

"**Market Disruption Event**" means, with respect to a Basket Component, each of the following events:

- (a) the suspension or the restriction of trading or the price determination of the respective Basket Component<sub>i</sub> on the Reference Market<sub>i</sub> or

- (b) the suspension or restriction of trading in a Derivative of the respective Basket Component<sub>i</sub> on the Determining Futures Exchange<sub>i</sub>

to the extent that such Market Disruption Event is material [*in the case of Securities governed by German law, insert:* in the reasonable discretion (§ 315 et seq. BGB) of the Calculation Agent] [*in the case of Securities governed by Italian law, insert:* as determined by the Calculation Agent acting in accordance with relevant market practice and in good faith]. Any restriction of the trading hours or the number of days on which trading takes place on the respective Reference Market<sub>i</sub> or, as the case may be, the respective Determining Futures Exchange<sub>i</sub> shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the respective Reference Market<sub>i</sub> or, as the case may be, the respective Determining Futures Exchange<sub>i</sub>.]

[In the case of a Fund other than an ETF as Basket Component or Underlying B, the following applies:

"**Market Disruption Event**" means, with respect to [the] [a] [Fund Share or [the] [a] Fund] [other than an Exchange Traded Fund] [as] [Basket Component] [or] [Underlying B], each of the following events:

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

to the extent that that event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

[In the case of an ETF as Basket Component or Underlying B, the following applies:

"**Market Disruption Event**" means, with respect to [the] [an] [Exchange Traded Fund] [as] [Basket Component] [or] [Underlying B], each of the following events:

- (a) the failure of the Relevant Exchange to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the Fund or the Fund Share on the Relevant Exchange;
- (c) in general the suspension or restriction of trading in a Derivative of the Fund or the Fund Share on the Determining Futures Exchange;
- [(d) the failure to calculate or the non-publication of the calculation of the NAV as a result of a decision by the Management Company or by the Fund Services Provider on behalf of the Management Company;]

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

**"Maximum Weight"** means the Maximum Weight as specified in § 1 of the Product and Underlying Data.

**"Minimum Amount"** means the Minimum Amount as specified in § 1 of the Product and Underlying Data.

**"Minimum Weight"** means the Minimum Weight as specified in § 1 of the Product and Underlying Data.

**"N"** means the number of the Basket Components as specified in § 1 of the Product and Underlying Data.

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

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

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

**"Initial Observation Date"** means [the Initial Observation Date] [each of the Initial Observation Dates] specified in § 1 of the Product and Underlying Data. If [the] [an] Initial Observation Date is not a Calculation Date [for one or some of the Basket Components [or the Underlying B]], the immediately following Banking Day which is a Calculation Date shall be the [respective] Initial Observation Date [for all Basket Components [and the Underlying B]].]

**"Final Observation Date"** means [the Final Observation Date] [each of the Final Observation Dates] specified in § 1 of the Product and Underlying Data. If [the] [a] Final Observation Date is not a Calculation Date [for one or some of the Basket Components [or the Underlying B]], the immediately following Banking Day which is a Calculation Date shall be the [respective] Final Observation Date [for all Basket Components [and the Underlying B]]. [If the last Final Observation Date is not a Calculation Date, then the Final Payment Date shall be postponed accordingly.] No interest is due because of such postponement.]

*[In the case of Securities with an early redemption at the option of the Issuer, the following applies:*

**"Optional Redemption Amount"** means the [Optional Redemption Amount as specified in § 1 of the Product and Underlying Data] [Nominal Amount] [Minimum Amount].]

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

**"Performance of the Basket Component<sub>i,t</sub>"** means the performance of the Basket Component<sub>i</sub>, calculated by the Calculation Agent with respect to the Calculation Date<sub>t</sub>, as the quotient of K<sub>i</sub>(t), as the numerator, and K<sub>i</sub>(t-1), as the denominator.

**"Principal Paying Agent"** means the Principal Paying Agent as specified in § 1 of the Product and Underlying Data.

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

[In the case of Securities with **Protection Lock-in feature**, the following applies:

"**Protection Lock-in (k)**" means the Protection Lock-in (k) as specified in § 1 of the Product and Underlying Data. The Protection Lock-in (k) is the percentage that, upon the occurrence of a Protection Lock-in Event, will be the Floor Level and the Strike for the purposes of the determination of the Redemption Amount.

"**Protection Lock-in Event**" means that T (k) on a Protection Lock-in Date (k) is greater than or equal to the Protection Lock-in Level (k). If a Protection Lock-in Event has occurred the Protection Lock-in (k) will be the Floor Level and the Strike for the purposes of the determination of the Redemption Amount. If a Protection Lock-in Event has occurred on more than one Protection Lock-in Date (k), it will be taken into consideration only the Protection Lock-in (k) related to the last Protection Lock-in Date (k) on which a Protection Lock-in Event has occurred.

"**Protection Lock-in Date (k)**" means the Protection Lock-in Date (k) as specified in § 1 of the Product and Underlying Data.

"**Protection Lock-in Level (k)**" means the Protection Lock-in Level (k) as specified in § 1 of the Product and Underlying Data.]

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

"**R (final)**" means the Level of the Target Vol Strategy on the Final Observation Date.]

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

"**R (final)**" means the equally weighted average (arithmetic average) of the Levels of the Target Vol Strategy on the Final Observation Dates.]

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

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

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

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

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

"**R (initial)**" means the equally weighted average (arithmetic average) of the Levels of the Target Vol Strategy on the Initial Observation Dates.]

["**Rate<sub>t-1</sub>**" means the Reference Rate determined on the Reference Rate Reset Date with respect to the Calculation Date immediately preceding Calculation Date<sub>t</sub>.]

"**Redemption Amount**" means the Redemption Amount as calculated or specified by the Calculation Agent pursuant to § 4 (1) of the Special Conditions.

["**Reference Market**" means, with respect to a Basket Component, the relevant Reference Market as specified in § 2 of the Product and Underlying Data.]

"**Reference Price**" means, with respect to a Basket Component [or the Underlying B], the Reference Price as specified in § 1 of the Product and Underlying Data.

["**Reference Rate**" means the offered rate (expressed as a percentage per annum) for deposits in [the Specified Currency] [Insert other currency] with the corresponding Designated Maturity displayed on the Screen Page around [insert time] on the relevant Reference Rate Reset Date. If either the Screen Page is not available or no such offered rate is displayed at the time specified,

then the Calculation Agent shall determine another Reuters or Bloomberg page [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith], where a comparable offered rate (expressed as a percentage per annum) is displayed or determine such comparable offered rate by reference to such sources as it may select [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] in respect of such date. Such determinations will be published by means of a notice given in accordance with § 6 of the General Conditions.

**"Registered Reference Rate-Administrator"** means that the Reference Rate is administered by an administrator who is registered in a register pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark-Regulation**"), as specified in § 1 of the Product and Underlying Data.]

**"Reference Rate Reset Date"** means the [[*insert number of days*] Calculation Date immediately preceding the] Calculation Date.].

**"Relevant Exchange"** means, with respect to a Basket Component, the [respective Relevant Exchange as specified in § 2 of the Product and Underlying Data.] [exchange, on which the components of the respective Basket Component are traded, as determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] by way of notice pursuant to § 6 of the General Conditions in accordance with such components' liquidity.]

In the case of a material change in the market conditions at the [respective] Relevant Exchange, such as a final discontinuation of the quotation of the respective Basket Component [or, respectively its components] at the respective Relevant Exchange and the quotation at a different stock exchange or considerably restricted number or liquidity, the Calculation Agent will [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] by way of notice pursuant to § 6 of the General Conditions determine another stock exchange as the Relevant Exchange (the "**Substitute Exchange**"). In the event of such a substitution, any reference in the Terms and Conditions of these Securities to the respective Relevant Exchange shall be deemed to refer to the respective Substitute Exchange.]

**"Relevant Exchange"** means, with respect to the Underlying B, the respective Relevant Exchange as specified in § 2 of the Product and Underlying Data.

In the case of a material change in the market conditions at the Relevant Exchange, such as a final discontinuation of the quotation of the Underlying B at the Relevant Exchange and the quotation at a different stock exchange or considerably restricted number or liquidity, the Calculation Agent will [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] by way of notice pursuant to § 6 of the General Conditions determine another stock exchange as the Relevant Exchange (the "**Substitute Exchange**"). In the event of such a substitution, any reference in the Terms and Conditions of these Securities to the respective Relevant Exchange shall be deemed to refer to the respective Substitute Exchange.]

**"Return of Underlying A<sub>t</sub>"** means the Return of Underlying A<sub>t</sub> as calculated by the Calculation Agent with respect to the Calculation Date<sub>t</sub> in accordance with the following formula:

$$\text{Return of Underlying } A_t = \sum_{i=1}^N \text{Performance of the Basket Component}_{i,t} \times W_i$$

1

"**Return of Underlying  $A_{t-VOP-Offset+j}$** " means the Return of Underlying A as calculated by the Calculation Agent for the Calculation Date falling VOP-Offset+j Calculation Dates prior to the respective Calculation Date.

"**Return of Underlying  $A_{t-VOP-Offset+k}$** " means the Return of Underlying A as calculated by the Calculation Agent for the Calculation Date falling VOP-Offset+k Calculation Dates prior to the respective Calculation Date.

"**Return of Underlying  $B_t$** " means  $[Rate_{t-1}]$  [the return of Underlying B as calculated by the Calculation Agent with respect to the Calculation Date<sub>t</sub> in accordance with the following formula:

Return of Underlying  $B_t = B(t) / B(t-1) - 1]$

["**Screen Page**" means the Screen Page and, if applicable, the corresponding heading as indicated in § 1 of the Product and Underlying Data.]

"**Security Holder**" means the holder of a Security.

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

["**Settlement Cycle**" means, with respect to [the] [a] [Fund Share] [Underlying B], the number of Clearance System Business Days within which the settlement of subscriptions or redemptions of Fund Shares will customarily occur according to the rules of the Clearance System.]]

["**Share Conversion Event**" means, with respect to a Basket Component, each of the following events:

- (a) the quotation of the respective Basket Component at the Relevant Exchange is finally ceased no Substitute Exchange could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) the quotation of the respective Basket Component at the Relevant Exchange no longer occurs in the Currency of the Basket Component;
- (c) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];
- (d) an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]].]

"**Specified Currency**" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

"**Strike**" means the Strike as specified in § 1 of the Product and Underlying Data [if a Protection Lock-in Event has not occurred on any Protection Lock-in Date (k). Otherwise, the Strike will be equal to the Protection Lock-in (k) related to the last Protection Lock in Date (k) on which a Protection Lock-in Event has occurred].

[In the case of Securities with Protection Lock-in feature, the following applies:

"**T (k)**" means the Level of the Target Vol Strategy on the respective Protection Lock-in Date (k).]

"**Target Volatility**" means the Target Volatility as specified in § 1 of the Product and Underlying Data.



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

"**Underlying A**" means a basket (the "**Basket**") consisting of the Basket Components.

"**Underlying B**" means the [Underlying B as specified in § 1 of the Product and Underlying Data] [Reference Rate].

"**Volatility Observation Period (VOP)**" means the Volatility Observation Period as specified in § 1 of the Product and Underlying Data.

"**Volatility Observation Period Offset (Offset)**" means the Volatility Observation Period Offset as specified in § 1 of the Product and Underlying Data.

["**Website[s] of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.]

"**Website[s] for Notices**" means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

"**Weighting; (W<sub>i</sub>)**" means, with respect to the Basket Component<sub>i</sub>, the weighting allocated to the Basket Component<sub>i</sub> as specified in § 1 of the Product and Underlying Data.

## § 2

### Interest

The Securities do not bear interest.

## § 3

### Redemption

*Redemption:* The Securities shall be redeemed upon automatic exercise on the Exercise Date by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.

The Securities shall be deemed automatically exercised on the Exercise Date.

## § 4

### Redemption Amount, Level of the Target Vol Strategy, Dynamic Weight, Basket Volatility

- (1) *Redemption Amount:* The Redemption Amount equals an amount in the Specified Currency, which is calculated or specified by the Calculation Agent as follows:

Redemption Amount = Nominal Amount x (Floor Level + Participation Factor x (R (final) / R (initial) – Strike)).

However, the Redemption Amount is not less than the Minimum Amount.

- (2) *Level of the Target Vol Strategy:* On the Initial Strategy Calculation Date, the Level of the Target Vol Strategy (= TVL<sub>Initial</sub>) shall be defined as follows:

$$\text{TVL}_{\text{Initial}} = 100$$

The Level of the Target Vol Strategy on each Calculation Date<sub>t</sub> (= TVL<sub>t</sub>) from but excluding the Initial Strategy Calculation Date to and including the Final Strategy Calculation Date shall be determined by the Calculation Agent in accordance with the following formula:

[TVL<sub>t</sub> = TVL<sub>t-1</sub> x (1 + DW<sub>t-1</sub> x Return of Underlying A<sub>t</sub> + (1 - DW<sub>t-1</sub>) x Return of Underlying B<sub>t</sub> [x Days<sub>t-1,t</sub> / 360])]

[TVL<sub>t</sub> = TVL<sub>t-1</sub> x (1

$$\begin{aligned}
& + DW_{t-1} \times \text{Return of Underlying } A_t \\
& + (1 - DW_{t-1}) \times (\text{Return of Underlying } B_t - \text{Fee}_{ULB} [x \text{ Days}_{t-1,t} / 360]) [x \text{ Days}_{t-1,t} / 360]] \\
[\text{TVL}_t = & \text{TVL}_{t-1} \times (1 - \text{Fee}_{TVL} \times \text{Days}_{t-1,t} / 360 \\
& + DW_{t-1} \times \text{Return of Underlying } A_t \\
& + (1 - DW_{t-1}) \times \text{Return of Underlying } B_t [x \text{ Days}_{t-1,t} / 360])] \\
[\text{TVL}_t = & \text{TVL}_{t-1} \times (1 \\
& + DW_{t-1} \times \text{Return of Underlying } A_t \\
& + (1 - DW_{t-1}) \times \text{Return of Underlying } B_t [x \text{ Days}_{t-1,t} / 360] \\
& - \text{Fee}_{Strat} \times \text{Days}_{t-1,t} / 360] \\
[\text{TVL}_t = & \text{TVL}_{t-1} \times (1 \\
& - \text{Fee}_{TVL} \times \text{Days}_{t-1,t} / 360 \\
& + DW_{t-1} \times \text{Return of Underlying } A_t \\
& + (1 - DW_{t-1}) \times (\text{Return of Underlying } B_t - \text{Fee}_{ULB} [x \text{ Days}_{t-1,t} / 360]) [x \text{ Days}_{t-1,t} / 360])] \\
[\text{TVL}_t = & \text{TVL}_{t-1} \times (1 \\
& + DW_{t-1} \times \text{Return of Underlying } A_t \\
& + (1 - DW_{t-1}) \times (\text{Return of Underlying } B_t - \text{Fee}_{ULB} [x \text{ Days}_{t-1,t} / 360]) [x \text{ Days}_{t-1,t} / 360]) \\
& - \text{Fee}_{Strat} \times \text{Days}_{t-1,t} / 360] \\
[\text{TVL}_t = & \text{TVL}_{t-1} \times (1 \\
& + DW_{t-1} \times (\text{Return of Underlying } A_t - \text{Fee}_{Basket} \times \text{Days}_{t-1,t} / 360) \\
& + (1 - DW_{t-1}) \times \text{Return of Underlying } B_t [x \text{ Days}_{t-1,t} / 360])] \\
[\text{TVL}_t = & \text{TVL}_{t-1} \times (1 \\
& + DW_{t-1} \times (\text{Return of Underlying } A_t - \text{Fee}_{Basket} \times \text{Days}_{t-1,t} / 360) \\
& + (1 - DW_{t-1}) \times (\text{Return of Underlying } B_t - \text{Fee}_{ULB} [x \text{ Days}_{t-1,t} / 360]) [x \text{ Days}_{t-1,t} / 360])] \\
[\text{TVL}_t = & \text{TVL}_{t-1} \times (1 \\
& - \text{Fee}_{TVL} \times \text{Days}_{t-1,t} / 360 \\
& + DW_{t-1} \times (\text{Return of Underlying } A_t - \text{Fee}_{Basket} \times \text{Days}_{t-1,t} / 360) \\
& + (1 - DW_{t-1}) \times (\text{Return of Underlying } B_t - \text{Fee}_{ULB} [x \text{ Days}_{t-1,t} / 360]) [x \text{ Days}_{t-1,t} / 360])] \\
[\text{TVL}_t = & \text{TVL}_{t-1} \times (1 \\
& + DW_{t-1} \times (\text{Return of Underlying } A_t - \text{Fee}_{Basket} \times \text{Days}_{t-1,t} / 360) \\
& + (1 - DW_{t-1}) \times (\text{Return of Underlying } B_t - \text{Fee}_{ULB} [x \text{ Days}_{t-1,t} / 360]) [x \text{ Days}_{t-1,t} / 360]) \\
& - \text{Fee}_{Strat} \times \text{Days}_{t-1,t} / 360] \\
[\text{TVL}_t = & \text{TVL}_{t-1} \times (1 \\
& - \text{Fee}_{TVL} \times \text{Days}_{t-1,t} / 360 \\
& + DW_{t-1} \times (\text{Return of Underlying } A_t - \text{Fee}_{Basket} \times \text{Days}_{t-1,t} / 360) \\
& + (1 - DW_{t-1}) \times (\text{Return of Underlying } B_t - \text{Fee}_{ULB} [x \text{ Days}_{t-1,t} / 360]) [x \text{ Days}_{t-1,t} / 360]) \\
& - \text{Fee}_{Strat} \times \text{Days}_{t-1,t} / 360]
\end{aligned}$$

This means: The Level of the Target Vol Strategy on each Calculation Date<sub>t</sub> will be calculated by the Calculation Agent as the product of (a) the Level of the Target Vol Strategy with respect to the Calculation Date immediately preceding Calculation Date<sub>t</sub> and (b) the sum of (i) one, (ii) the dynamically weighted Return of Underlying A with respect to the Calculation Date<sub>t</sub> and (iii)

the dynamically weighted [daily fraction (Act/360) of the] Return of Underlying B. [The calculation takes into account [the Fee<sub>TVL</sub>] [,] [and] [the Fee<sub>Basket</sub>] [,] [and] [the Fee<sub>ULB</sub>] [and] [the Fee<sub>Strat</sub>] by way of deduction.]

- (3) *Dynamic Weight*: The Calculation Agent shall determine the Dynamic Weight on each Calculation Date<sub>t</sub> (= DW<sub>t</sub>) from and including the Initial Strategy Calculation Date as follows:

$$DW_t = \frac{\text{Target Volatility}}{\text{Basket Volatility}_t}$$

However, DW<sub>t</sub> is not less than the Minimum Weight and not greater than the Maximum Weight.

- (4) *Basket Volatility*: The Calculation Agent shall determine the Basket Volatility<sub>t</sub> in respect of the Volatility Observation Period on each Calculation Date<sub>t</sub> from and including the Initial Strategy Calculation Date in accordance with the following formula:

**Basket Volatility<sub>t</sub>**

$$= \sqrt{\frac{1}{\text{VOP}} \times \sum_{j=1}^{\text{VOP}} (\text{LnBasketPerformance}_{t-\text{VOP}-\text{Offset}+j} - \text{LnAverageBasketPerformance}_{t-\text{Offset}})^2} \times \sqrt{252}$$

Where:

LnBasketPerformance<sub>t-VOP-Offset+j</sub> means Ln(1 + Return of Underlying A<sub>t-VOP-Offset+j</sub>)

LnAverageBasketPerformance<sub>t-Offset</sub> means  $\frac{1}{\text{VOP}}$

$$\times \sum_{k=1}^{\text{VOP}} \text{Ln}(1 + \text{Return of Underlying A}_{t-\text{VOP}-\text{Offset}+k})$$

## ***Garant Securities linked to Basket Target Vol Strategies with Locally Floored/Capped Asian Out***

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

### **§ 1**

#### **Definitions**

"**Adjustment Event**" means, with respect to a Basket Component<sub>i</sub> [each of the following events]:

[In the case of a **Share** as Basket Component<sub>i</sub>, the following applies:

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

[In the case of a **Financial Index** as Basket Component<sub>i</sub>, the following applies:

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

law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

[In the case of a **Commodity as Basket Component**<sub>i</sub>, the following applies:

- [(a)] any changes in the Relevant Trading Conditions of the Basket Component<sub>i</sub> that lead to a situation where, as a result of the change, the changed Relevant Trading Conditions are no longer economically equivalent to the Relevant Trading Conditions prior to the change; whether *this* is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].];
- (b) a Hedging Disruption occurs].]

[In the case of a **Fund other than an ETF as Basket Component**<sub>i</sub>, the following applies:

- (a) changes are made in one of the Fund Documents<sub>i</sub> without the consent of the Calculation Agent which [*in the case of Securities governed by German law, insert:* in the reasonable discretion (§ 315 et seq. BGB) of the Calculation Agent] [*in the case of Securities governed by Italian law, insert:* as determined by the Calculation Agent acting in accordance with relevant market practice and in good faith] affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund<sub>i</sub>, (ii) the investment objectives or investment strategy or investment restrictions of the Fund<sub>i</sub>, (iii) the currency of the Fund Shares<sub>i</sub>, (iv) the method of calculating the NAV<sub>i</sub> or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares<sub>i</sub>;
- (b) requests for the issue, redemption or transfer of Fund Shares<sub>i</sub> are executed only partially or not at all;
- (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares<sub>i</sub>; whether the conditions are fulfilled shall be determined by the Calculation Agent; [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (d) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or Fund Services Provider<sub>i</sub> appointed for this purpose by the Fund<sub>i</sub> or the Management Company<sub>i</sub> fails to publish NAV<sub>i</sub> as scheduled or in accordance with normal practice or as specified in Fund Documents<sub>i</sub> [for more than [*Insert number of Banking Days*] consecutive Banking Day(s)];
- (e) a change in the legal form of the Fund<sub>i</sub>;
- (f) a change of significant individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent; [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (g) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund<sub>i</sub> or the Management Company<sub>i</sub>; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund<sub>i</sub> or the Management Company<sub>i</sub>; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund<sub>i</sub> by the relevant authority; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or an order by a competent authority relating to the activities of the Fund<sub>i</sub>, the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub>, or of individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub>; as a result of misconduct, a violation of the law or for similar reasons;

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

- (p) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund<sub>i</sub> or the Fund Shares<sub>i</sub>, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund<sub>i</sub> or the merger of the Fund<sub>i</sub> into or with another fund, (iii) a requirement to transfer all the Fund Shares<sub>i</sub> to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares<sub>i</sub> by the shareholders;
- (q) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company<sub>i</sub>;
- (r) the Issuer loses the right to use the Fund<sub>i</sub> as a Basket Component<sub>i</sub> for the Securities [due to reasons for which the Issuer is not solely responsible];
- (s) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (t) a change or the cancellation or the announced cancellation of the notification of the bases of taxation for the Fund in accordance with the applicable provisions of the German Investment Tax Act (*Investmentsteuergesetz*, "InvStG") and such change or cancellation would have a negative consequence for the Issuer; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (u) changes in the investment or distribution policy of the Fund<sub>i</sub> which could have a substantial negative effect on the amount of the Fund<sub>i</sub>'s distributions as well as distributions which diverge significantly from the Fund<sub>i</sub>'s normal distribution policy to date; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (v) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or a company affiliated to it breaches the agreement entered into with the Issuer in relation to the Fund<sub>i</sub> in a significant respect or terminates that agreement; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (w) the Fund<sub>i</sub> or the Management Company<sub>i</sub>, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund<sub>i</sub>'s investment guidelines or restrictions in a timely manner; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (x) the Fund<sub>i</sub> or the Management Company<sub>i</sub> fails to provide the Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

- (y) any other event that could have a noticeable adverse effect on NAV<sub>i</sub> or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (z) NAV<sub>i</sub> is no longer published in the Currency of the Basket Component;
- (aa) starting 31 December 2018, the Issuer does not receive with respect to [each Calculation Date] [at least for one Calculation Date in each calendar month] a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the [next following] [within five] Banking Day[s] [(each a "**Fund Replacement Event**")];[.]
- [(bb) a Hedging Disruption occurs];[.]
- [( [ ] [the historic Volatility of the Basket Component<sub>i</sub> exceeds a volatility level of [Insert]%.] [the historic Volatility of the Basket Component<sub>i</sub> exceeds the historic Volatility of the Fund-Benchmark on a day that is a Calculation Date and a Fund-Benchmark Calculation Date by more than [Insert]%.]

The "**Volatility of the Basket Component<sub>i</sub>**" is calculated on a Calculation Date [that is also a Fund-Benchmark Calculation Date] on the basis of the daily logarithmic returns of the NAV<sub>i</sub> over the immediately preceding [*Insert number of days*] Calculation Dates [that are also Fund-Benchmark Calculation Date] in each case using the following formula:

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

Where:

"t" is the relevant Calculation Date;

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

"NAV<sub>i</sub> (t-k)" (with k = p, q) is the NAV<sub>i</sub> of the Basket Component<sub>i</sub> on the k-th Calculation Date preceding the relevant Calculation Date (t);

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

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

The degree of variation (volatility) is estimated on a relevant Calculation Date [that is also a Fund-Benchmark Calculation Date] using the daily returns of the NAV<sub>i</sub> for the most recent [*Insert number of days*] Calculation Dates [that are also Fund-Benchmark Calculation Dates] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV<sub>i</sub> between two consecutive Calculation Dates [that are also Fund-Benchmark Calculation Dates]. The volatility determined using this method may not exceed a volatility level for the Basket Component<sub>i</sub> with i=1,... [*Insert the respective number of the Basket Component*] of [*Insert the respective %*] respectively.]

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



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

Where:

"t" is the relevant Fund-Benchmark Calculation Date which is also a Calculation Date;

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

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

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

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

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

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

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

"**Aggregate Nominal Amount**" means the Aggregate Nominal Amount of the series as specified in § 1 of the Product and Underlying Data.

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

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

[In the case of Securities where the Specified Currency is not the Euro, the following applies:

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

"**Basket Component<sub>i</sub>**" means the respective Fund Share<sub>i</sub> as specified in § 1 of the Product and Underlying Data (and collectively the "**Basket Components**").

"**Basket Volatility**" means the Basket Volatility as calculated by the Calculation Agent pursuant to § 4 (4) of the Special Conditions.

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

"**Calculation Date**" means each day on which the Reference Price<sub>i</sub> for all Basket Components is normally published by the respective [Relevant Exchange] [Index Sponsor] [Reference Market] [Fund<sub>i</sub> or of the respective Management Company<sub>i</sub>].

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

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

*[in the case of Securities governed by German law, insert: in the reasonable discretion (§ 315 et seq. BGB) of the Issuer] [in the case of Securities governed by Italian law, insert: as determined by the Issuer acting in accordance with relevant market practice and in good faith]*

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

if such changes become effective on or after the First Trade Date of the Securities.]

*[In the case of Securities with CBF as Clearing System, the following applies:*

"**Clearing System**" means Clearstream Banking AG, Frankfurt am Main ("**CBF**").]

*[In the case of Securities with Monte Titoli as Clearing System, the following applies:*

"**Clearing System**" means Monte Titoli S.p.A., Milan, Italy ("**Monte Titoli**").]

*[In the case of Securities with CBL and Euroclear Bank as Clearing System, the following applies:*

"**Clearing System**" means Clearstream Banking S.A., Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**") (CBL and Euroclear are individually referred to as an "**ICSD**" (International Central Securities Depository) and, collectively, the "**ICSDs**").]

*[In the case of Securities with another Clearing System, the following applies:*

"**Clearing System**" means *[Insert other Clearing System(s)].*

"**Clearance System**" means, with respect to a Basket Component<sub>i</sub>, the principal domestic clearance system customarily used for settling trades with respect to the [securities that form the basis of the] respective Basket Component<sub>i</sub>; such system shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].*

"**Clearance System**" means, with respect to a Fund Share<sub>i</sub>, the principal domestic clearance system customarily used for settling subscriptions or redemptions of Fund Shares; such system determined by the Calculation Agent *[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].*

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

["**Commodity Conversion Event**"] means, with respect to a Basket Component<sub>i</sub>, each of the following:

- (a) no suitable Replacement Reference Market is available or could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];
- (c) the Basket Component<sub>i</sub> is no longer calculated or published in the Currency of the Basket Component[<sub>i</sub>];
- (d) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]].]

"**Conversion Event**" means [Share Conversion Event] [Index Conversion Event] [Commodity Conversion Event] [Fund Conversion Event].

"**Currency of the Basket Component<sub>i</sub>**" means the Currency of the Basket Component<sub>i</sub> as specified in § 2 of the Product and Underlying Data.

["**Custodian Bank<sub>i</sub>**"] means [the Custodian Bank<sub>i</sub> [specified in § 2 of the Product and Underlying Data] [as specified in the Fund Documents<sub>i</sub>] [of the Fund<sub>i</sub>]. If the Fund<sub>i</sub> or the Management Company<sub>i</sub> specifies another person, company or institution as the Custodian Bank of the Fund<sub>i</sub>, each and every reference to the Custodian Bank<sub>i</sub> in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Custodian Bank.] [, in relation to a Fund<sub>i</sub>, a person, company or institution acting as custodian of the Fund<sub>i</sub>'s assets according to the Fund Documents<sub>i</sub>.]]

"**Days<sub>t-1,t</sub>**" means the number of calendar days from and including Calculation Date<sub>t-1</sub> to but excluding Calculation Date<sub>t</sub>.

["**Determining Futures Exchange**"] means, with respect to a Basket Component<sub>i</sub>, the futures exchange, on which respective derivatives of the Basket Component<sub>i</sub> (the "**Derivatives**") are most liquidly traded, and as determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] by way of notice pursuant to § 6 of the General Conditions in accordance with such Derivative's number or liquidity.

In the case of a material change in the market conditions at the Determining Futures Exchange, such as a final discontinuation of derivatives' quotation linked to the Basket Component<sub>i</sub> at the Determining Futures Exchange or a considerably restricted number or liquidity, it shall be substituted as the determining futures exchange by another futures exchange that offers satisfactorily liquid trading in the Derivatives (the "**Substitute Futures Exchange**"); such futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. In this case, any reference to the Determining Futures Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Futures Exchange.]

"**Dynamic Weight<sub>t</sub> (DW<sub>t</sub>)**" means the Dynamic Weight with respect to Calculation Date<sub>t</sub> as calculated by the Calculation Agent pursuant to § 4 (3) of the Special Conditions.

"**Dynamic Weight<sub>t-1</sub> (DW<sub>t-1</sub>)**" means the Dynamic Weight on the Calculation Date immediately preceding Calculation Date<sub>t</sub>.

"**Exercise Date**" means the [last] Final Observation Date.

["**Fee<sub>Basket</sub> (Fee<sub>Basket</sub>)**" means the Fee<sub>Basket</sub> as specified in § 1 of the Product and Underlying Data.]

["**Fee<sub>Strat</sub> (Fee<sub>Strat</sub>)**" means the Fee<sub>Strat</sub> as specified in § 1 of the Product and Underlying Data.]

["**Fee<sub>TVL</sub> (Fee<sub>TVL</sub>)**" means the Fee<sub>TVL</sub> as specified in § 1 of the Product and Underlying Data.]

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

"**Final Strategy Calculation Date**" means the [last] Final Observation Date.

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

"**Floor Level**" means the Floor Level as specified in § 1 of the Product and Underlying Data [if a Protection Lock-in Event has not occurred on any Protection Lock-in Date (k). Otherwise, the Floor Level will be equal to the Protection Lock-in (k) related to the last Protection Lock in Date (k) on which a Protection Lock-in Event has occurred].

["**Fund<sub>i</sub>**" means, in relation to a Fund Share<sub>i</sub>, the investment fund issuing that Fund Share<sub>i</sub> or the fund in whose assets the Fund Share<sub>i</sub> represents a proportional interest.]

["**Fund-Benchmark**" means, with respect to [the] [a] Fund, the index as specified in § 1 of the Product and Underlying Data.

"**Fund-Benchmark Calculation Date**" means, with respect to [the] [a] Fund-Benchmark, each day on which the Fund-Benchmark Reference Price is calculated and published by the Fund-Benchmark Sponsor.

"**Fund-Benchmark Reference Price**" means, with respect to [the] [a] Fund-Benchmark, the closing price of the Fund-Benchmark.

"**Fund-Benchmark Sponsor**" means, with respect to [the] [a] Fund-Benchmark,] the Fund-Benchmark Sponsor as specified in § 1 of the Product and Underlying Data.

"**Fund-Benchmark Replacement Event**" means, with respect to [the] [a] Fund-Benchmark,

- (a) any change in the relevant index concept or the calculation of the Fund-Benchmark, that [*in the case of Securities governed by German law, insert:* in the reasonable discretion (§ 315 et seq. BGB) of the Calculation Agent] [*in the case of Securities governed by Italian law, insert:* as determined by the Calculation Agent acting in accordance with relevant market practice and in good faith] result in a new relevant index concept or calculation of the Fund-Benchmark being no longer economically equivalent to the original relevant index concept or the original calculation of the Fund-Benchmark;
- (b) the calculation or publication of the Fund-Benchmark is finally discontinued, or replaced by another index (the "**Fund-Benchmark Replacement Event**");
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Fund-Benchmark as basis for any calculation or specifications described in these Terms and Conditions;
- (d) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Fund-Benchmark.

In cases of a Fund-Benchmark Replacement Event the Calculation Agent is entitled to determine [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith], which index should be used in the future as a Fund-Benchmark (the "**Replacement Fund-Benchmark**"). The Replacement Fund-Benchmark will be published in accordance with § 6 of the General Conditions. Any reference to the replaced Fund-Benchmark in these Terms and Conditions shall be deemed to refer to the Replacement Fund-Benchmark.

If the Fund-Benchmark is no longer determined by the Fund-Benchmark Sponsor but rather by another person, company or institution (the "**New Fund-Benchmark Sponsor**"), then any calculation described in these Terms and Conditions shall occur on the basis of the Fund-Benchmark as determined by the New Fund-Benchmark Sponsor. In this case, any reference to the replaced Fund-Benchmark Sponsor in these Terms and Conditions shall be deemed to refer to the New Benchmark Sponsor.]

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

- (a) no Replacement Basket Component is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];]
- ( [ ] ) no Replacement Management Company<sub>i</sub> is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- ( [ ] ) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];]
- ( [ ] ) an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not justifiable with regard to the Issuer and/or the Security Holders (respectively a "**Fund Replacement Event**"); whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]].]

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

["**Fund Management<sub>i</sub>**," means the persons responsible for the portfolio and/or the risk management of the Fund<sub>i</sub>.]

["**Fund Services Provider<sub>i</sub>**," means, if available, the Administrator<sub>i</sub>, the Investment Adviser<sub>i</sub>, the Custodian Bank<sub>i</sub>, the Management Company<sub>i</sub>, the Portfolio Manager<sub>i</sub> and the Auditor<sub>i</sub>.]

["**Fund Share<sub>i</sub>**," means a unit or share of the Fund<sub>i</sub> and of the class set out in the "Basket Component<sub>i</sub>," column in § 1 of the Product and Underlying Data.]

["**Hedging Disruption**" means that the Issuer[, due to reasons for which the Issuer is not solely responsible,] is not able, under conditions which are substantially the same in financial terms as those applying on the First Trade Date for the Securities, to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

whether this is the case shall be determined by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

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

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

whether this is the case shall be determined by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Costs increases due to a deterioration of the creditworthiness of the Issuer [or other reasons for which the Issuer is solely responsible] are not to be considered as Increased Costs of Hedging.]

**["Registered Benchmark Administrator<sub>[i]</sub>"]** means that the [Underlying][Basket Component<sub>[i]</sub>] is administered by an administrator who is registered in a register pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark-Regulation**"), as specified in § 2 of the Product and Underlying Data.]

**["Index Calculation Agent"]** means, with respect to a Basket Component<sub>i</sub>; the respective Index Calculation Agent as specified in § 2 of the Product and Underlying Data.]

**["Index Conversion Event"]** means, with respect to a Basket Component<sub>i</sub>; each of the following events:

- (a) no suitable Replacement Basket Component is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (c) the Basket Component<sub>i</sub> is no longer calculated or published in the Currency of the Basket Component<sub>i</sub>;
- (d) no suitable substitute for the respective Index Sponsor and/or the respective Index Calculation Agent is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (e) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

**"Index Sponsor"** means, with respect to a Basket Component<sub>i</sub>; the respective Index Sponsor as specified in § 2 of the Product and Underlying Data.]

**"Initial Strategy Calculation Date"** means the [first] Initial Observation Date.

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

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

*[In the case of an Issuing Agent, the following applies:*

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

"**j**" means an integer number representing each number from and including the number 1 to and including the VOP.

"**k**" means an integer number representing each number from and including the number 1 to and including the VOP.

"**K<sub>i</sub> (t)**" means the Reference Price<sub>i</sub> with respect to the Calculation Date.

"**K<sub>i</sub> (t-1)**" means the Reference Price<sub>i</sub> with respect to the Calculation Date immediately preceding the Calculation Date.

"**L**" means the number of Observation Dates (l).

"**Level of the Target Vol Strategy**" means the Level of the Target Vol Strategy as specified or calculated by the Calculation Agent pursuant to § 4 (2) of the Special Conditions.

"**Level of the Target Vol Strategy<sub>t</sub> (TVL<sub>t</sub>)**" means the Level of the Target Vol Strategy on the Calculation Date.

"**Level of the Target Vol Strategy<sub>t-1</sub> (TVL<sub>t-1</sub>)**" means the Level of the Target Vol Strategy on the Calculation Date immediately preceding Calculation Date.

"**Ln ( )**" means the natural logarithm of the base in brackets.

"**Local Cap (l)**" means the Local Cap (l) as specified in § 1 of the Product and Underlying Data with respect to the Observation Date (l).]

"**Local Floor (l)**" means the Local Floor (l) as specified in § 1 of the Product and Underlying Data with respect to the Observation Date (l).

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

"**Market Disruption Event**" means, with respect to a Basket Component<sub>i</sub>, each of the following events:

*[In the case of a Share as Basket Component<sub>i</sub>, the following applies:*

- (a) the failure of the respective Relevant Exchange to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the Basket Component<sub>i</sub> on the respective Relevant Exchange;
- (c) in general the suspension or restriction of trading in a Derivative of the Basket Component<sub>i</sub> on the respective Determining Futures Exchange;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the respective Reference Price which is relevant for the Securities and continues at the point in time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Any restriction of the trading hours or the number of days on which trading takes place on the respective Relevant Exchange or, as the case may be, the respective Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs

due to a previously announced change in the rules of the respective Relevant Exchange or, as the case may be, the respective Determining Futures Exchange.]

[In the case of a **Financial Index** as Basket Component<sub>i</sub>, the following applies:

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

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

[In the case of a **Commodity** as Basket Component<sub>i</sub>, the following applies:

- (a) the suspension or the restriction of trading or the price determination of the Basket Component<sub>i</sub> on the respective Reference Market or
- (b) the suspension or restriction of trading in a Derivative of the Basket Component<sub>i</sub> on the respective Determining Futures Exchange;

to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith]. Any restriction of the trading hours or the number of days on which trading takes place on the respective Reference Market or, as the case may be, the respective Determining Futures Exchange shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the respective Reference Market or, as the case may be, the respective Determining Futures Exchange.]

[In the case of a **Fund other than an ETF** as Basket Component<sub>i</sub>, the following applies:

- (a) the failure to calculate or the non-publication of the calculation of the NAV<sub>i</sub> as a result of a decision by the Management Company or by the Fund Services Provider on behalf of the Management Company,



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

to the extent that that event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

"**Maximum Weight**" means the Maximum Weight as specified in § 1 of the Product and Underlying Data.

"**Minimum Amount**" means the Minimum Amount as specified in § 1 of the Product and Underlying Data.

"**Minimum Weight**" means the Minimum Weight as specified in § 1 of the Product and Underlying Data.

"**Modified Average Performance**" means the Modified Average Performance as calculated by the Calculation Agent in accordance with the following formula:

[

$$\frac{1}{L} \times \sum_{l=1}^L \min \left( \text{Local Cap}(l), \max \left( \text{Local Floor}(l), \frac{R(l)}{R(\text{initial})} \right) \right)$$

]

[

$$\frac{1}{L} \times \sum_{l=1}^L \max \left( \text{Local Floor}(l), \frac{R(l)}{R(\text{initial})} \right)$$

]

"**N**" means the number of the Basket Components as specified in § 1 of the Product and Underlying Data.

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

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

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

"**Initial Observation Date**" means [the Initial Observation Date] [each of the Initial Observation Dates] specified in § 1 of the Product and Underlying Data. If [the] [an] Initial Observation Date is not a Calculation Date for one or some of the Basket Components, the immediately following Banking Day which is a Calculation Date shall be the [respective] Initial Observation Date for all Basket Components.]

**"Observation Date (l)"** means the Observation Date (l) specified in § 1 of the Product and Underlying Data. If an Observation Date (l) is not a Calculation Date the immediately following Banking Day, which is a Calculation Date shall be the respective Observation Date (l).

**"Final Observation Date"** means [last] Observation Date (l). If the Final Observation Date is not a Calculation Date, the immediately following Banking Day which is a Calculation Date shall be the Final Observation Date. [If the last Final Observation Date is not a Calculation Date, then the Final Payment Date shall be postponed accordingly.] No interest is due because of such postponement.

[In the case of Securities with an early redemption at the option of the Issuer, the following applies:]

**"Optional Redemption Amount"** means the [Optional Redemption Amount as specified in § 1 of the Product and Underlying Data] [Nominal Amount] [Minimum Amount].]

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

**"Performance of the Basket Component<sub>i</sub>"** means the Performance of the Basket Component<sub>i</sub>, calculated by the Calculation Agent with respect to the Calculation Date<sub>i</sub>, as the quotient of  $K_i(t)$ , as the numerator, and  $K_i(t-1)$ , as the denominator.

**"Principal Paying Agent"** means the Principal Paying Agent as specified in § 1 of the Product and Underlying Data.

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

[In the case of Securities with Protection Lock-in feature, the following applies:]

**"Protection Lock-in (k)"** means the Protection Lock-in (k) as specified in § 1 of the Product and Underlying Data. The Protection Lock-in (k) is the percentage that, upon the occurrence of a Protection Lock-in Event, will be the Floor Level and the Strike for the purposes of the determination of the Redemption Amount.

**"Protection Lock-in Event"** means that  $T(k)$  on a Protection Lock-in Date (k) is greater than or equal to the Protection Lock-in Level (k). If a Protection Lock-in Event has occurred the Protection Lock-in (k) will be the Floor Level and the Strike for the purposes of the determination of the Redemption Amount. If a Protection Lock-in Event has occurred on more than one Protection Lock-in Date (k), it will be taken into consideration only the Protection Lock-in (k) related to the last Protection Lock-in Date (k) on which a Protection Lock-in Event has occurred.

**"Protection Lock-in Date (k)"** means the Protection Lock-in Date (k) as specified in § 1 of the Product and Underlying Data.

**"Protection Lock-in Level (k)"** means the Protection Lock-in Level (k) as specified in § 1 of the Product and Underlying Data.]

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

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

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

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

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

**"R (initial)"** means the equally weighted average (arithmetic average) of the Levels of the Target Vol Strategy on the Initial Observation Dates.]

"**Redemption Amount**" means the Redemption Amount as calculated or specified by the Calculation Agent pursuant to § 4 (1) of the Special Conditions.

["**Reference Market**" means the Reference Market as specified in § 2 of the Product and Underlying Data.]

"**Reference Price<sub>i</sub>**" means the Reference Price<sub>i</sub> as specified in § 1 of the Product and Underlying Data.

["**Relevant Exchange**" means, with respect to a Basket Component<sub>i</sub>, the [Relevant Exchange as specified in § 2 of the Product and Underlying Data.] [exchange on which the components of the Basket Component<sub>i</sub> are most liquidly traded; such exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

In the case of a material change in the market conditions at the Relevant Exchange, such as a final discontinuation of the quotation [of the components] of the Basket Component<sub>i</sub> at the Relevant Exchange and the quotation at a different stock exchange or a considerably restricted number or liquidity, the Calculation Agent will [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] by way of notice pursuant to § 6 of the General Conditions determine another stock exchange as the Relevant Exchange (the "**Substitute Exchange**"). In this case, any reference to the Relevant Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Exchange.]

"**Return of Basket<sub>t</sub>**" means the Return of Basket<sub>t</sub> as calculated by the Calculation Agent with respect to the Calculation Date<sub>t</sub> in accordance with the following formula:

$$\text{Return of Basket}_t = \sum_{i=1}^N \left( \text{Performance of the Basket Component}_{i,t} \times W_i \right) - 1$$

"**Return of Basket<sub>t-VOP-Offset+j</sub>**" means the Return of Basket as calculated by the Calculation Agent for the Calculation Date falling VOP-Offset+j Calculation Dates prior to the respective Calculation Date<sub>t</sub>.

"**Return of Basket<sub>t-VOP-Offset+k</sub>**" means the Return of Basket as calculated by the Calculation Agent for the Calculation Date falling VOP-Offset+k Calculation Dates prior to the respective Calculation Date<sub>t</sub>.

"**Screen Page**" means the Screen Page and, if applicable, the corresponding heading as indicated in § 1 of the Product and Underlying Data.

"**Security Holder**" means the holder of a Security.

["**Settlement Cycle**" means, with respect to a Basket Component<sub>i</sub>, the period of Clearance System Business Days following a transaction on the respective Relevant Exchange in the [securities that form the basis of the] Basket Component<sub>i</sub> during which period settlement will customarily take place according to the rules of such Relevant Exchange.]

["**Settlement Cycle**" means, with respect to a Fund Share, the number of Clearance System Business Days within which the settlement of subscriptions or redemptions of Fund Shares will customarily occur according to the rules of the Clearance System.]

["**Share Conversion Event**" means, with respect to a Basket Component<sub>i</sub>, each of the following events:

- (a) the quotation of the respective Basket Component<sub>i</sub> at the Relevant Exchange<sub>i</sub> is finally ceased no Substitute Exchange could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

- (b) the quotation of the respective Basket Component<sub>i</sub> at the Relevant Exchange<sub>i</sub>; no longer occurs in the Currency of the Basket Component<sub>i</sub>;
- (c) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];
- (d) an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

"**Specified Currency**" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

"**Strike**" means the Strike as specified in § 1 of the Product and Underlying Data [if a Protection Lock-in Event has not occurred on any Protection Lock-in Date (k). Otherwise, the Strike will be equal to the Protection Lock-in (k) related to the last Protection Lock in Date (k) on which a Protection Lock-in Event has occurred].

[In the case of Securities with Protection Lock-in feature, the following applies:

"**T (k)**" means the Level of the Target Vol Strategy on the respective Protection Lock-in Date (k).]

"**Target Volatility**" means the Target Volatility as specified in § 1 of the Product and Underlying Data.

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

"**Underlying**" means a basket (the "**Basket**") consisting of the Basket Components<sub>i</sub>.

"**Volatility Observation Period (VOP)**" means the Volatility Observation Period as specified in § 1 of the Product and Underlying Data.

"**Volatility Observation Period Offset (Offset)**" means the Volatility Observation Period Offset as specified in § 1 of the Product and Underlying Data.

"**Website[s] of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.]

"**Website[s] for Notices**" means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

"**Weighting; (W<sub>i</sub>)**" means the weighting allocated to the Basket Component<sub>i</sub> as specified in § 1 of the Product and Underlying Data.

## § 2

### Interest

The Securities do not bear interest.

## § 3

### Redemption

*Redemption:* The Securities shall be redeemed upon automatic exercise on the Exercise Date by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.

The Securities shall be deemed automatically exercised on the Exercise Date.

**§ 4**

**Redemption Amount, Level of the Target Vol Strategy, Dynamic Weight, Basket Volatility**

- (1) *Redemption Amount:* The Redemption Amount equals an amount in the Specified Currency, which is calculated or specified by the Calculation Agent as follows:

Redemption Amount = Nominal Amount x (Floor Level + Participation Factor x (Modified Average Performance – Strike)).

However, the Redemption Amount is not less than the Minimum Amount.

- (2) *Level of the Target Vol Strategy:* On the Initial Strategy Calculation Date, the Level of the Target Vol Strategy (= TVL<sub>Initial</sub>) shall be defined as follows:

$$\text{TVL}_{\text{Initial}} = 100$$

The Level of the Target Vol Strategy on each Calculation Date<sub>t</sub> (= TVL<sub>t</sub>) from but excluding the Initial Strategy Calculation Date to and including the Final Strategy Calculation Date shall be determined by the Calculation Agent in accordance with the following formula:

$$\begin{aligned} \text{TVL}_t = & \text{TVL}_{t-1} \times (1 \\ & - (\text{Fee}_{\text{TVL}} + \text{Fee}_{\text{StratFix}} + \text{Fee}_{\text{StratVariable},t-1}) \times \text{Days}_{t-1,t} / 360 \\ & + \text{DW}_{t-1} \times \text{Return of Basket}_t \\ & + (1 - \text{DW}_{t-1}) \times (\text{Rate}_{t-1} - \text{Fee}_{\text{RateVariable},t-1}) \times \text{Days}_{t-1,t} / 360) \end{aligned}$$

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

- (3) *Dynamic Weight:* The Calculation Agent shall determine the Dynamic Weight on each Calculation Date<sub>t</sub> (= DW<sub>t</sub>) from and including the Initial Strategy Calculation Date as follows:

$$\text{DW}_t = \frac{\text{Target Volatility}}{\text{Basket Volatility}_t}$$

However, DW<sub>t</sub> is not less than the Minimum Weight and not greater than the Maximum Weight.

- (4) *Basket Volatility:* The Calculation Agent shall determine the Basket Volatility<sub>t</sub> in respect of the Volatility Observation Period on each Calculation Date<sub>t</sub> from and including the Initial Strategy Calculation Date in accordance with the following formula:

$$\begin{aligned} & \text{Basket Volatility}_t \\ = & \frac{1}{\sqrt{\frac{\text{VOP}}{252}}} \times \sqrt{\sum_{j=1}^{\text{VOP}} (\text{LnBasketPerformance}_{t-\text{VOP}-\text{Offset}+j} - \text{LnAverageBasketPerformance}_{t-\text{Offset}})^2} \end{aligned}$$

Where:

$\text{LnBasketPerformance}_{t-\text{VOP}-\text{Offset}+j}$  means  $\text{Ln}(1 + \text{Return of Basket}_{t-\text{VOP}-\text{Offset}+j})$

$\text{LnAverageBasketPerformance}_{t-\text{Offset}}$  means  $\frac{1}{\text{VOP}} \times \sum_{k=1}^{\text{VOP}} \text{Ln}(1 + \text{Return of Basket}_{t-\text{VOP}-\text{Offset}+k})$

## **Garant Securities linked to Target Vol Strategies with Locally Floored/Capped Asian Out**

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

### **§ 1**

#### **Definitions**

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

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

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

[In the case of a **Financial Index** as Underlying, the following applies:

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

governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].]

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

- [(a)] any changes in the Relevant Trading Conditions of the Underlying that lead to a situation where, as a result of the change, the changed Relevant Trading Conditions are no longer economically equivalent to the Relevant Trading Conditions prior to the change; whether *this* is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].];
- (b) a Hedging Disruption occurs].]

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

- (a) changes are made in one of the Fund Documents without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the method of calculating the NAV or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (b) requests for the issue, redemption or transfer of Fund Shares are executed only partially or not at all;
- (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares; whether the conditions are fulfilled shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (d) the Fund or the Management Company or Fund Services Provider appointed for this purpose by the Fund or the Management Company fails to publish NAV as scheduled or in accordance with normal practice or as specified in Fund Documents [for more than [*Insert number of Banking Days*] consecutive Banking Day(s)];
- (e) a change in the legal form of the Fund;
- (f) a change of significant individuals in key positions at the Management Company or in the Fund Management; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (g) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund; or the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund or the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund by the relevant authority; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or an order by a competent authority relating to the activities of the Fund, the Management Company or a Fund Services Provider, or of individuals in key positions at the Management Company or in the Fund Management as a result of misconduct, a violation of the law or for similar reasons;
- (h) a breach by the Fund or the Management Company of the investment objectives, the investment strategy or the investment restrictions of the Fund (as defined in the Fund

Documents) that is material, or a breach of statutory or regulatory requirements by the Fund or the Management Company; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

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



- of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares; to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;
- (q) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
  - (r) the Issuer loses the right to use the Fund as an Underlying of the Securities [due to reasons for which the Issuer is not solely responsible];
  - (s) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]
  - (t) a change or the cancellation or the announced cancellation of the notification of the bases of taxation for the Fund in accordance with the applicable provisions of the German Investment Tax Act (*Investmentsteuergesetz*, "**InvStG**") and such change or cancellation would have a negative consequence for the Issuer; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
  - (u) changes in the investment or distribution policy of the Fund which could have a substantial negative effect on the amount of the Fund's distributions as well as distributions which diverge significantly from the Fund's normal distribution policy to date; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
  - (v) the Fund or the Management Company or a company affiliated to it breaches the agreement entered into with the Issuer in relation to the Fund in a significant respect or terminates that agreement; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
  - (w) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
  - (x) the Fund or the Management Company fails to provide the Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
  - (y) any other event that could have a noticeable adverse effect on NAV or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis;

whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

- (z) NAV is no longer published in the Currency of the Underlying;
- (aa) starting 31 December 2018, the Issuer does not receive with respect to [each Calculation Date][at least for one Calculation Date in each calendar month] a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the [next following] [within five] Banking Day[s] [(each a "Fund Replacement Event")][;][.]
- [(bb) a Hedging Disruption occurs][;][.]
- [( [ ] [the historic Volatility of the Underlying exceeds a volatility level of [Insert]%.] [the historic Volatility of the Underlying exceeds the historic volatility of the Fund-Benchmark on a day that is a Calculation Date and a Fund-Benchmark Calculation Date by more than [Insert]%.]

The "**Volatility of the Underlying**" is calculated on a Calculation Date [that is also a Fund-Benchmark Calculation Date] on the basis of the daily logarithmic returns of the Underlying over the immediately preceding [*Insert number of days*] Calculation Dates [that are also Fund-Benchmark Calculation Date] in each case using the following formula:

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

Where:

"t" is the relevant Calculation Date;

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

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

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

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

The degree of variation (volatility) is estimated on a relevant Calculation Date [that is also a Fund-Benchmark Calculation Date] using the daily returns of the Underlying for the most recent [*Insert number of days*] Calculation Dates [that are also Fund-Benchmark Calculation Dates] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV between two consecutive Calculation Dates [that are also Fund-Benchmark Calculation Dates] in each case. The respective volatility determined using this method may not exceed a volatility level of [*Insert*]%.]

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

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

Where:

"**t**" is the relevant Fund-Benchmark Calculation Date which is also a Calculation Date;

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

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

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

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

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

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

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

"**Aggregate Nominal Amount**" means the Aggregate Nominal Amount of the series as specified in § 1 of the Product and Underlying Data.

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

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

[In the case of Securities where the Specified Currency is not the Euro, the following applies:

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

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

"**Calculation Date**" means each day on which the Reference Price for the Underlying is normally published by the [Relevant Exchange] [the Index Sponsor] [Reference Market] [Fund or of the respective Management Company].

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

- (a) the adoption of or any changes in laws or regulations (including but not limited to tax laws or capital market regulations) or

- (b) a change in relevant case law or administrative practice (including but not limited to the administrative practice of the tax or financial supervisory authorities),

*[in the case of Securities governed by German law, insert: in the reasonable discretion (§ 315 et seq. BGB) of the Issuer] [in the case of Securities governed by Italian law, insert: as determined by the Issuer acting in accordance with relevant market practice and in good faith]*

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

if such changes become effective on or after the First Trade Date of the Securities.]

*[In the case of Securities with CBF as Clearing System, the following applies:*

"**Clearing System**" means Clearstream Banking AG, Frankfurt am Main ("**CBF**").]

*[In the case of Securities with Monte Titoli as Clearing System, the following applies:*

"**Clearing System**" means Monte Titoli S.p.A., Milan, Italy ("**Monte Titoli**").]

*[In the case of Securities with CBL and Euroclear Bank as Clearing System, the following applies:*

"**Clearing System**" means Clearstream Banking S.A., Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**") (CBL and Euroclear are individually referred to as an "**ICSD**" (International Central Securities Depository) and, collectively, the "**ICSDs**").]

*[In the case of Securities with another Clearing System, the following applies:*

"**Clearing System**" means *[Insert other Clearing System(s)].*

"**Clearance System**" means the principal domestic clearance system customarily used for settling trades with respect to the [securities that form the basis of the] Underlying; such system shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].*

"**Clearance System**" means the principal domestic clearance system customarily used for settling subscriptions or redemptions of Fund Shares; such system shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].*

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

"**Commodity Conversion Event**" means each of the following:

- (a) no suitable Replacement Reference Market is available or could be determined; whether this is the case shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];*
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];
- (c) the Underlying is no longer calculated or published in the Underlying Currency[;]
- (d) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of*

Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith]].]

"**Conversion Event**" means Fund Conversion Event.

"**Currency of the Underlying**" means the Currency of the Underlying as specified in § 2 of the Product and Underlying Data.

["**Custodian Bank**" means [the Custodian Bank [specified in § 2 of the Product and Underlying Data] [as specified in the Fund Documents;] [of the Fund]. If the Fund or the Management Company specifies another person, company or institution as the Custodian Bank of the Fund, each and every reference to the Custodian Bank in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Custodian Bank.] [, in relation to a Fund, a person, company or institution acting as custodian of the Fund's assets according to the Fund Documents.]]

"**Days<sub>t-1,t</sub>**" means the number of calendar days from and including Calculation Date<sub>t-1</sub> to but excluding Calculation Date<sub>t</sub>.

"**Designated Maturity**" means the Designated Maturity as specified in § 1 of the Product and Underlying Data.

["**Determining Futures Exchange**" means the futures exchange, on which derivatives of the Underlying [or – if derivatives on the Underlying are not traded – of its components] (the "**Derivatives**") are most liquidly traded; such futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].

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

"**Dynamic Weight<sub>t</sub> (DW<sub>t</sub>)**" means the Dynamic Weight with respect to Calculation Date<sub>t</sub> as calculated by the Calculation Agent pursuant to § 4 (3) of the Special Conditions.

"**Dynamic Weight<sub>t-1</sub> (DW<sub>t-1</sub>)**" means the Dynamic Weight on the Calculation Date immediately preceding Calculation Date<sub>t</sub>.

"**Exercise Date**" means the Final Observation Date.

["**Fee<sub>Underlying</sub> (Fee<sub>Underlying</sub>)**" means the Fee<sub>Underlying<sub>t</sub></sub> as specified in § 1 of the Product and Underlying Data.]

["**Fee<sub>RateVariable</sub> (Fee<sub>RateVariable</sub>)**" means the Fee<sub>RateVariable</sub> as specified in § 1 of the Product and Underlying Data. The Calculation Agent has the right to increase or decrease the Fee<sub>RateVariable</sub> [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] within the Maximum Permissible Value Range for Fee<sub>RateVariable</sub> as specified in § 1 of the Product and Underlying Data.

"**Fee<sub>RateVariable,t-1</sub>**" means the Fee<sub>RateVariable</sub> applicable on the Calculation Date<sub>t-1</sub>.]

["**Fee<sub>StratFix</sub> (Fee<sub>StratFix</sub>)**" means the Fee<sub>StratFix</sub> as specified in § 1 of the Product and Underlying Data.]

"**Fee<sub>StratVariable</sub> (Fee<sub>StratVariable</sub>)**" means the Fee<sub>StratVariable</sub> as specified in § 1 of the Product and Underlying Data. The Calculation Agent has the right to increase or decrease the Fee<sub>StratVariable</sub> [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] within the Maximum Permissible Value Range for Fee<sub>StratVariable</sub> as specified in § 1 of the Product and Underlying Data.

"**Fee<sub>StratVariable,t-1</sub>**" means the Fee<sub>StratVariable</sub> applicable on the Calculation Date<sub>t-1</sub>.]

"**Fee<sub>TVL</sub> (Fee<sub>TVL</sub>)**" means the Fee<sub>TVL</sub> as specified in § 1 of the Product and Underlying Data.]

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

"**Final Strategy Calculation Date**" means the Final Observation Date.

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

"**Floor Level**" means the Floor Level as specified in § 1 of the Product and Underlying Data [if a Protection Lock-in Event has not occurred on any Protection Lock-in Date (k). Otherwise, the Floor Level will be equal to the Protection Lock-in (k) related to the last Protection Lock in Date (k) on which Protection Lock-in Event has occurred].

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

"**Fund-Benchmark**" means, with respect to [the] [an] Underlying [A] [B], the index as specified in § 1 of the Product and Underlying Data.

"**Fund-Benchmark Calculation Date**" means, with respect to [the] [a] Fund-Benchmark, each day on which the Fund-Benchmark Reference Price is calculated and published by the Fund-Benchmark Sponsor.

"**Fund-Benchmark Reference Price**" means, with respect to [the] [a] Fund-Benchmark, the closing price of the Fund-Benchmark.

"**Fund-Benchmark Sponsor**" means, with respect to [the] [a] Fund-Benchmark,] the Fund-Benchmark Sponsor as specified in § 1 of the Product and Underlying Data.

"**Fund-Benchmark Replacement Event**" means, with respect to [the] [a] Fund-Benchmark,

- (a) any change in the relevant index concept or the calculation of the Fund-Benchmark, that [*in the case of Securities governed by German law, insert:* in the reasonable discretion (§ 315 et seq. BGB) of the Calculation Agent] [*in the case of Securities governed by Italian law, insert:* as determined by the Calculation Agent acting in accordance with relevant market practice and in good faith] result in a new relevant index concept or calculation of the Fund-Benchmark being no longer economically equivalent to the original relevant index concept or the original calculation of the Fund-Benchmark;
- (b) the calculation or publication of the Fund-Benchmark is finally discontinued, or replaced by another index (the "**Fund-Benchmark Replacement Event**");
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Fund-Benchmark as basis for any calculation or specifications described in these Terms and Conditions;
- (d) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Fund-Benchmark.

In cases of a Fund-Benchmark Replacement Event the Calculation Agent is entitled to determine [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith], which index should be used in the future as a Fund-Benchmark (the "**Replacement Fund-Benchmark**"). The Replacement Fund-Benchmark will be published in accordance with § 6 of the General Conditions. Any reference to the replaced

Fund-Benchmark in these Terms and Conditions shall be deemed to refer to the Replacement Fund-Benchmark.

If the Fund-Benchmark is no longer determined by the Fund-Benchmark Sponsor but rather by another person, company or institution (the "**New Fund-Benchmark Sponsor**"), then any calculation described in these Terms and Conditions shall occur on the basis of the Fund-Benchmark as determined by the New Fund-Benchmark Sponsor. In this case, any reference to the replaced Fund-Benchmark Sponsor in these Terms and Conditions shall be deemed to refer to the New Benchmark Sponsor.]

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

- (a) no Replacement Underlying is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];]
- ( [ ] ) no Replacement Management Company<sub>i</sub> is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]];
- ( [ ] ) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s] [;
- ( [ ] ) an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not justifiable with regard to the Issuer and/or the Security Holders (respectively a "**Fund Replacement Event**"); whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

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

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

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

["**Fund Share**" means a unit or share of the Fund and of the class set out in the "Underlying" column in § 1 of the Product and Underlying Data.]

["**Hedging Disruption**" means that the Issuer[, due to reasons for which the Issuer is not solely responsible,] is not able, under conditions which are substantially the same in financial terms as those applying on the First Trade Date for the Securities, to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets;

whether this is the case shall be determined by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]]

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

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

whether this is the case shall be determined by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Cost increases due to a deterioration of the creditworthiness of the Issuer [or other reasons for which the Issuer is solely responsible] are not to be considered as Increased Costs of Hedging.]

**["Registered Benchmark Administrator<sub>[1]</sub>"** means that the [Underlying][Basket Component<sub>[1]</sub>] is administered by an administrator who is registered in a register pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark-Regulation**"), as specified in § 2 of the Product and Underlying Data.]

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

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

- (a) no suitable Replacement Underlying is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (c) the Underlying is no longer calculated or published in the Underlying Currency[;];
- (d) no suitable substitute for the Index Sponsor and/or the Index Calculation Agent is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (e) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

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

**"Initial Strategy Calculation Date"** means the [first] Initial Observation Date.

**["Investment Adviser"** means [the Investment Adviser [specified in § 2 of the Product and Underlying Data][as specified in the Fund Documents] [of the Fund<sub>i</sub>]. If the Fund or the Management Company specifies another person, company or institution as the Investment Adviser of the Fund each and every reference to the Investment Adviser<sub>i</sub> in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Investment Adviser.]



[, in relation to a Fund, a person, company or institution appointed according to the Fund Documents as an adviser with respect to the investment activities of the Fund.]]

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

[In the case of an Issuing Agent, the following applies:

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

"**j**" means an integer number representing each number from and including the number 1 to and including the VOP.

"**k**" means an integer number representing each number from and including the number 1 to and including the VOP.

"**K (t)**" means the Reference Price with respect to the Calculation Date<sub>t</sub>.

"**K (t-1)**" means the Reference Price with respect to the Calculation Date immediately preceding the Calculation Date<sub>t</sub>.

"**L**" means the number of Observation Dates (l).

"**Level of the Target Vol Strategy**" means the Level of the Target Vol Strategy as specified or calculated by the Calculation Agent pursuant to § 4 (2) of the Special Conditions.

"**Level of the Target Vol Strategy<sub>t</sub> (TVL<sub>t</sub>)**" means the Level of the Target Vol Strategy on the Calculation Date<sub>t</sub>.

"**Level of the Target Vol Strategy<sub>t-1</sub> (TVL<sub>t-1</sub>)**" means the Level of the Target Vol Strategy on the Calculation Date immediately preceding Calculation Date<sub>t</sub>.

"**Ln ( )**" means the natural logarithm of the base in brackets.

"**Local Cap (l)**" means the Local Cap (l) as specified in § 1 of the Product and Underlying Data with respect to the Observation Date (l).]

"**Local Floor (l)**" means the Local Floor (l) as specified in § 1 of the Product and Underlying Data with respect to the Observation Date (l).

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

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

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

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

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price which is relevant for the Securities and continues at the point in time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market

Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of a **Financial Index** as Underlying, the following applies:

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

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

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

- (a) the suspension or the restriction of trading or the price determination of the Underlying on the Reference Market or
- (b) the suspension or restriction of trading in a Derivative of the Underlying on the Determining Futures Exchange

to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith]. Any restriction of the trading hours or the number of days on which trading takes place on the Reference Market or, as the case may be, the Determining Futures Exchange shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Reference Market or, as the case may be, the Determining Futures Exchange.]

[In the case of a **Fund other than an ETF** as Underlying, the following applies:

- (a) the failure to calculate or the non-publication of the calculation of the NAV as a result of a decision by the Management Company or by the Fund Services Provider on behalf of the Management Company,
- (b) the closure, conversion or insolvency of the Fund or other circumstances which make it impossible to determine the NAV, or

- (c) it is not possible to trade Fund Shares; at the NAV. This also covers cases in which the Fund or the Management Company or the Fund Services Provider on their behalf decides to suspend the redemption or issue of the Fund Shares for a specified period or to restrict the redemption or issue of the Fund Shares to a specified portion of the volume of the Fund or to levy additional fees, or
- (d) the Fund or the Management Company redeems the Fund Shares in return for payment in kind instead of payment in cash, or
- (e) comparable events which affect the ability of the Issuer to hedge its obligations under the Securities, or
- (f) in general the suspension or restriction of trading on exchanges, futures exchanges or markets on which financial instruments or currencies which constitute a significant factor affecting the value of the Fund are listed or traded,

to the extent that that event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].

**"Maximum Amount"** means the Maximum Amount as specified in § 1 of the Product and Underlying Data.]

**"Maximum Weight"** means the Maximum Weight as specified in § 1 of the Product and Underlying Data.

**"Minimum Amount"** means the Minimum Amount as specified in § 1 of the Product and Underlying Data.

**"Minimum Weight"** means the Minimum Weight as specified in § 1 of the Product and Underlying Data.

**"Modified Average Performance"** means the Modified Average Performance as calculated by the Calculation Agent in accordance with the following formula:

[

$$\frac{1}{L} \times \sum_{l=1}^L \min \left( \text{Local Cap}(l), \max \left( \text{Local Floor}(l), \frac{R(l)}{R(\text{initial})} \right) \right)$$

]

[

$$\frac{1}{L} \times \sum_{l=1}^L \max \left( \text{Local Floor}(l), \frac{R(l)}{R(\text{initial})} \right)$$

]

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

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

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

**"Initial Observation Date"** means [each of] the Initial Observation Date[s] specified in § 1 of the Product and Underlying Data. If [the] [a] Initial Observation Date is not a Calculation Date for the Underlying, the immediately following Banking Day which is a Calculation Date shall be the [respective] Initial Observation Date for the Underlying.]

**"Observation Date (l)"** means the Observation Date (l) specified in § 1 of the Product and Underlying Data. If an Observation Date (l) is not a Calculation Date the immediately

following Banking Day, which is a Calculation Date shall be the respective Observation Date (l).

**"Final Observation Date"** means the [last] Observation Date (l). If the Final Observation Date is not a Calculation Date, the immediately following Banking Day which is a Calculation Date shall be the Final Observation Date. [If the last Final Observation Date is not a Calculation Date, then the Final Payment Date shall be postponed accordingly.] No interest is due because of such postponement.

[In the case of Securities with an early redemption at the option of the Issuer, the following applies:]

**"Optional Redemption Amount"** means the [Optional Redemption Amount as specified in § 1 of the Product and Underlying Data] [Nominal Amount] [Minimum Amount].]

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

**"Performance of the Underlying<sub>t</sub>"** means the Performance of the Underlying, calculated by the Calculation Agent with respect to the Calculation Date<sub>t</sub>, as the quotient of K (t), as the numerator, and K (t-1), as the denominator.

**"Principal Paying Agent"** means the Principal Paying Agent as specified in § 1 of the Product and Underlying Data.

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

[In the case of Securities with Protection Lock-in feature, the following applies:]

**"Protection Lock-in (k)"** means the Protection Lock-in (k) as specified in § 1 of the Product and Underlying Data. The Protection Lock-in (k) is the percentage that, upon the occurrence of a Protection Lock-in Event, will be the Floor Level and the Strike for the purposes of the determination of the Redemption Amount.

**"Protection Lock-in Event"** means that T (k) on a Protection Lock-in Date (k) is greater than or equal to the Protection Lock-in Level (k). If a Protection Lock-in Event has occurred the Protection Lock-in (k) will be the Floor Level and the Strike for the purposes of the determination of the Redemption Amount. If a Protection Lock-in Event has occurred on more than one Protection Lock-in Date (k), it will be taken into consideration only the Protection Lock-in (k) related to the last Protection Lock-in Date (k) on which a Protection Lock-in Event has occurred.

**"Protection Lock-in Date (k)"** means the Protection Lock-in Date (k) as specified in § 1 of the Product and Underlying Data.

**"Protection Lock-in Level (k)"** means the Protection Lock-in Level (k) as specified in § 1 of the Product and Underlying Data.]

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

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

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

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

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

**"R (initial)"** means the equally weighted average (arithmetic average) of the Levels of the Target Vol Strategy on the Initial Observation Dates.]

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

"**Rate<sub>t-1</sub>**" means the Reference Rate determined on the Reference Rate Reset Date with respect to the Calculation Date immediately preceding Calculation Date<sub>t</sub>.

"**Redemption Amount**" means the Redemption Amount as calculated or specified by the Calculation Agent pursuant to § 4 (1) of the Special Conditions.

["**Reference Market**" means the Reference Market as specified in § 2 of the Product and Underlying Data.]

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

"**Reference Rate**" means the offered rate (expressed as a percentage per annum) for deposits in [the Specified Currency] [*Insert other currency*] with the corresponding Designated Maturity displayed on the Screen Page around [*insert time*] on the relevant Reference Rate Reset Date. If either the Screen Page is not available or no such offered rate is displayed at the time specified, then the Calculation Agent shall determine another Reuters or Bloomberg page [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*], where a comparable offered rate (expressed as a percentage per annum) is displayed or determine such comparable offered rate by reference to such sources as it may select [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] in respect of such date. Such determinations will be published by means of a notice given in accordance with § 6 of the General Conditions.

["**Registered Reference Rate-Administrator**" means that the Reference Rate is administered by an administrator who is registered in a register pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark-Regulation**"), as specified in § 1 of the Product and Underlying Data.]

"**Reference Rate Reset Date**" means the [[*insert number of days*] Calculation Date immediately preceding the] Calculation Date<sub>t</sub>.

["**Relevant Exchange**" means the [Relevant Exchange as specified [in the column "Relevant Exchange" in Table 2.1] in § 2 of the Product and Underlying Data][exchange on which the components of the Underlying are most liquidly traded; such exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].

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

"**Return of Underlying<sub>t</sub>**" means the Return of Underlying<sub>t</sub> as calculated by the Calculation Agent with respect to the Calculation Date<sub>t</sub> in accordance with the following formula

$$\text{Return of Underlying}_t = \text{Performance of the Underlying} - 1$$

"**Return of Underlying**<sub>t-VOP-Offset+j</sub>" means the Return of Underlying as calculated by the Calculation Agent for the Calculation Date falling VOP-Offset+j Calculation Dates prior to the respective Calculation Date.

"**Return of Underlying**<sub>t-VOP-Offset+k</sub>" means the Return of Underlying as calculated by the Calculation Agent for the Calculation Date falling VOP-Offset+k Calculation Dates prior to the respective Calculation Date.

"**Screen Page**" means the Screen Page and, if applicable, the corresponding heading as indicated in § 1 of the Product and Underlying Data.

"**Security Holder**" means the holder of a Security.

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

"**Settlement Cycle**" means the number of Clearance System Business Days within which the settlement of subscriptions or redemptions of Fund Shares will customarily occur according to the rules of the Clearance System.]

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

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

"**Specified Currency**" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

"**Strike**" means the Strike as specified in § 1 of the Product and Underlying Data [if a Protection Lock-in Event has not occurred on any Protection Lock-in Date (k). Otherwise, the Strike will be equal to the Protection Lock-in (k) related to the last Protection Lock in Date (k) on which a Protection Lock-in Event has occurred].

[In the case of Securities with Protection Lock-in feature, the following applies:

"**T (k)**" means the Level of the Target Vol Strategy on the respective Protection Lock-in Date (k).]

"**Target Volatility**" means the Target Volatility as specified in § 1 of the Product and Underlying Data.

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

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

"**Underlying Volatility**" means the Underlying Volatility as calculated by the Calculation Agent pursuant to § 4 (4) of the Special Conditions.

"**Volatility Observation Period (VOP)**" means the Volatility Observation Period as specified in § 1 of the Product and Underlying Data.

"**Volatility Observation Period Offset (Offset)**" means the Volatility Observation Period Offset as specified in § 1 of the Product and Underlying Data.

"**Website[s] of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.]

"**Website[s] for Notices**" means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

## § 2

### Interest

The Securities do not bear interest.

## § 3

### Redemption

*Redemption:* The Securities shall be redeemed upon automatic exercise on the Exercise Date by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.

The Securities shall be deemed automatically exercised on the Exercise Date.

## § 4

### Redemption Amount, Level of the Target Vol Strategy, Dynamic Weight, Underlying Volatility

- (1) *Redemption Amount:* The Redemption Amount equals an amount in the Specified Currency, which is calculated or specified by the Calculation Agent as follows:

Redemption Amount = Nominal Amount x (Floor Level + Participation Factor x (Modified Average Performance – Strike)).

However, the Redemption Amount is not less than the Minimum Amount [and not more than the Maximum Amount].

- (2) *Level of the Target Vol Strategy:* On the Initial Strategy Calculation Date, the Level of the Target Vol Strategy (=  $TVL_{Initial}$ ) shall be defined as follows:

$$TVL_{Initial} = 100$$

The Level of the Target Vol Strategy on each Calculation Date<sub>t</sub> (=  $TVL_t$ ) from but excluding the Initial Strategy Calculation Date to and including the Final Strategy Calculation Date shall be determined by the Calculation Agent in accordance with the following formula:

$$\begin{aligned} TVL_t = & TVL_{t-1} \times (1 \\ & - (Fee_{TVL} + Fee_{StratFix} + Fee_{StratVariable,t-1}) \times Days_{t-1,t} / 360 \\ & + DW_{t-1} \times \text{Return of Underlying}_t \\ & + (1 - DW_{t-1}) \times (Rate_{t-1} - Fee_{RateVariable,t-1}) \times Days_{t-1,t} / 360) \end{aligned}$$

This means: The Level of the Target Vol Strategy on each Calculation Date<sub>t</sub> will be calculated by the Calculation Agent as the product of (a) the Level of the Target Vol Strategy with respect to the Calculation Date immediately preceding Calculation Date<sub>t</sub> and (b) the sum of (i) one and (ii) the dynamically weighted Return of the Underlying with respect to the Calculation Date<sub>t</sub> and (iii) the dynamically weighted daily fraction (Act/360) of the Reference Rate. [The calculation takes into account [the  $Fee_{TVL}$ ] [,] [and] [the  $Fee_{Underlying}$ ] [,] [and] [the  $Fee_{TVL}$ ] [,] [and] [the

Fee<sub>StratFix</sub>] [,] [and] [the Fee<sub>StratVariable</sub>] [,] [and] [the Fee<sub>RateFix</sub>] [,] [and] [the Fee<sub>RateVariable</sub>] by way of deduction.]

- (3) *Dynamic Weight*: The Calculation Agent shall determine the Dynamic Weight on each Calculation Date<sub>t</sub> (= DW<sub>t</sub>) from and including the Initial Strategy Calculation Date as follows:

$$DW_t = \frac{\text{Target Volatility}}{\text{Underlying Volatility}_t}$$

However, DW<sub>t</sub> is not less than the Minimum Weight and not greater than the Maximum Weight.

- (4) *Underlying Volatility*: The Calculation Agent shall determine the Underlying Volatility<sub>t</sub> in respect of the Volatility Observation Period on each Calculation Date<sub>t</sub> from and including the Initial Strategy Calculation Date in accordance with the following formula:

$$\begin{aligned} & \text{Underlying Volatility}_t \\ &= \frac{1}{\sqrt{\frac{\text{VOP}}{\text{VOP}-1}} \times \sum_{j=1}^{\text{VOP}} (\text{LnUnderlyingPerformance}_{t-\text{VOP}-\text{Offset}+j} - \text{LnAverageUnderlyingPerformance}_{t-\text{Offset}})^2} \\ & \times \sqrt{252} \end{aligned}$$

Where:

LnUnderlyingPerformance<sub>t-VOP-Offset+j</sub> means Ln(1 + Return of Underlying<sub>t-VOP-Offset+j</sub>)

LnAverageUnderlyingPerformance<sub>t-Offset</sub> means  $\frac{1}{\text{VOP}} \times \sum_{k=1}^{\text{VOP}} \text{Ln}(1 + \text{Return of Underlying}_{t-\text{VOP}-\text{Offset}+k})$



## **Garant Securities linked to Target Vol Strategies**

[In the case of Garant Securities linked to Target Vol Strategies, the following applies:

### **§ 1**

#### **Definitions**

"**A (t)**" means the Reference Price of the Underlying A on the Calculation Date (t).

"**A (t-1)**" means the Reference Price of the Underlying A on the Calculation Date immediately preceding the respective Calculation Date (t).

["**Additional Unconditional Amount (I)**" means the Additional Unconditional Amount (I) as specified in § 1 of the Product and Underlying Data.]

["**Additional Unconditional Amount Payment Date (I)**" means the Additional Unconditional Amount Payment Date (I) as specified in § 1 of the Product and Underlying Data.]

[In the case of a **Share** as Underlying A, the following applies:

"**Adjustment Event**" means, with respect to the Underlying A, each of the following events:

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

[In the case of a **Financial Index** as Underlying A, the following applies:

"**Adjustment Event**" means, with respect to the Underlying A, each of the following events:

- (a) changes in the relevant Index Concept or the calculation of the Underlying A, that result in a new relevant Index Concept or calculation of the Underlying A being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Underlying A; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) the calculation or publication of the Underlying A is finally discontinued, or replaced by another index (the "**Index Replacement Event**");
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Underlying A as a basis for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities (a "**Index**

**Usage Event**"); an Index Usage Event is also the termination of the license to use the Underlying A due to an unacceptable increase in license fees; [or]

- (d) [a Hedging Disruption occurs;
- (e) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying A; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

[In the case of a **Commodity** as Underlying A, the following applies:

**"Adjustment Event"** means, with respect to the Underlying A[, each of the following events]:

- [(a) any changes in the Relevant Trading Conditions of the Underlying A that lead to a situation where, as a result of the change, the changed Relevant Trading Conditions are no longer economically equivalent to the Relevant Trading Conditions prior to the change; whether *this* is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].];
- (b) a Hedging Disruption occurs].]

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

**"Adjustment Event"** means, with respect to [the] [an] [a] [Fund Share or [the] [a] Fund] [other than an Exchange Traded Fund] [as] Underlying [A] [B], each of the following events:

- (a) changes are made in one of the Fund Documents without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares<sub>i</sub>, (iv) the method of calculating the NAV<sub>i</sub> or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) requests for the issue, redemption or transfer of Fund Shares are executed only partially or not at all;
- (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares<sub>i</sub>; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (d) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or Fund Services Provider<sub>i</sub> appointed for this purpose by the Fund or the Management Company fails to publish the NAV<sub>i</sub> as scheduled or in accordance with normal practice or as specified in Fund Documents [for more than [*Insert number of Banking Days*] consecutive Banking Day(s)];
- (e) a change in the legal form of the Fund;
- (f) a change of significant individuals in key positions at the Management Company or in the Fund Management; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

- (g) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund or the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund by the relevant authority; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or an order by a competent authority relating to the activities of the Fund, the Management Company or a Fund Services Provider, or of individuals in key positions at the Management Company or in the Fund Management as a result of misconduct, a violation of the law or for similar reasons;
- (h) a breach by the Fund or the Management Company of the investment objectives, the investment strategy or the investment restrictions of the Fund; (as defined in the Fund Documents) that is material, or a breach of statutory or regulatory requirements by the Fund or the Management Company; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (i) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Issuer, in relation to the subscription, redemption or holding of Fund Shares, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Issuer with respect to complying with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (j) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) as a result of which compliance by the Issuer with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities would become unlawful or impracticable or would entail substantially higher costs; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (k) an increase in the proportion of the volume held by the Issuer alone or together with a third party with which the Issuer enters into a hedging transaction with respect to the Securities beyond [*Insert relevant percentage*]% of the Fund Shares outstanding [due to reasons for which the Issuer is not solely responsible];
- (l) the Issuer is required to consolidate the Fund as a result of accounting or other regulations;
- (m) the sale or redemption of the Fund Shares for reasons beyond the control of the Issuer and not relating to the Securities, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (n) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares or of the redemption of existing Fund Shares or (ii) the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares or (iv) payments in respect of a redemption of Fund Shares being made partly or wholly by means of a distribution in kind instead of for cash or (v) the creation of side pockets for segregated assets; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in*

- the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (o) the Management Company or a Fund Services Provider discontinues its services for the Fund or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another services provider which is of similarly good standing; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
  - (p) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund; or the merger of the Fund; into or with another fund, (iii) a requirement to transfer all the Fund Shares; to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;
  - (q) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
  - (r) the Issuer loses the right to use the Fund Share as an Underlying for the Securities [due to reasons for which the Issuer is not solely responsible];
  - (s) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
  - (t) a change or the cancellation or the announced cancellation of the notification of the bases of taxation for the Fund in accordance with the applicable provisions of the German Investment Tax Act (*Investmentsteuergesetz*, "InvStG") and such change or cancellation would have a negative consequence for the Issuer; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
  - (u) changes in the investment or distribution policy of the Fund which could have a substantial negative effect on the amount of the Fund's distributions as well as distributions which diverge significantly from the Fund's normal distribution policy to date; whether the conditions are fulfilled shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
  - (v) the Fund or the Management Company or a company affiliated to it breaches the rebate or any other agreement entered into with the Issuer in relation to the Fund in a significant respect (e.g. lowering of rebate levels or non-payment of agreed rebates) or terminates that agreement; whether the conditions are fulfilled shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
  - (w) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner; whether the conditions are fulfilled shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in

its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];

- (x) the Fund or the Management Company fails to provide the Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request; whether the conditions are fulfilled shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (y) any other event that could have a noticeable adverse effect on NAV or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether the conditions are fulfilled shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (z) NAV is no longer published in the relevant Underlying Currency;
- (aa) starting 31 December 2018, the Issuer does not receive with respect to [each Calculation Date] [at least for one Calculation Date in each calendar month] a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the [next following] [within five] Banking Day[s] [(each a "**Fund Replacement Event**")];[.]
- [(bb) a Hedging Disruption occurs];[.]
- [( [ )] [the historic Volatility of the Underlying [A] [B] exceeds a volatility level of [Insert]%.] [the historic Volatility of the Underlying [A] [B] exceeds the historic Volatility of the Fund-Benchmark on a day that is a Calculation Date and a Fund-Benchmark Calculation Date by more than [Insert]%.]

The "**Volatility of the Underlying [A] [B]**" is calculated on a Calculation Date [that is also a Fund-Benchmark Calculation Date] on the basis of the daily logarithmic returns of the NAV over the immediately preceding [*Insert number of days*] Calculation Dates [that are also Fund-Benchmark Calculation Date] in each case using the following formula:

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

Where:

"t" is the relevant Calculation Date;

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

"NAV<sub>i</sub> (t-k)" (with k = p, q) is the NAV of the Underlying [A] [B] on the k-th Calculation Date preceding the relevant Calculation Date (t);

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

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

The degree of variation (volatility) is estimated on a relevant Calculation Date [that is also a Fund-Benchmark Calculation Date] using the daily returns of the NAV for the most recent [*Insert number of days*] Calculation Dates [that are also Fund-Benchmark Calculation Dates] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV between two consecutive Calculation



- (d) the Fund or the Management Company or a provider of fund services appointed for this purpose by the Fund or the Management Company fails to publish the NAV as scheduled or in accordance with normal practice or as specified in the Fund Documents[ for more than [*Insert number of Banking Days*] consecutive Banking Days];
- (e) a change in the legal form of the Fund;
- (f) the quotation of the Underlying [A] [B] at the Relevant Exchange is finally ceased and no Substitute Relevant Exchange could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (g) a change of significant individuals in key positions at the Management Company or in the Fund Management; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (h) an early termination performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying [A] [B];
- (i) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund or of the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund by the relevant authority; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or an order by a competent authority relating to the activities of the Fund, the Management Company or a Fund Services Provider, or of individuals in key positions at the Management Company or in the Fund Management as a result of misconduct, a violation of the law or for similar reasons; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (j) a breach by the Fund or the Management Company of the investment objectives, the investment strategy or the investment restrictions of the Fund (as defined in the Fund Documents) that is material, or a breach of statutory or regulatory requirements by the Fund or the Management Company; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (k) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Issuer, in relation to the subscription, redemption or holding of Fund Shares, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Issuer with respect to complying with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (l) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) as a result of which compliance by the Issuer with the terms of the agreements it has entered into for the purpose of hedging its obligations under the

Securities would become unlawful or impracticable or would entail substantially higher costs; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

- (m) an increase in the proportion of the volume held by the Issuer alone or together with a third party with which the Issuer enters into a hedging transaction with respect to the Securities beyond [*Insert relevant percentage*]% of the Fund Shares outstanding [due to reasons for which the Issuer is not solely responsible];
- (n) the Issuer is required to consolidate the Fund as a result of accounting or other regulations;
- (o) the sale or redemption of the Fund Shares for reasons beyond the control of the Issuer and not relating to the Securities, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (p) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares or of the redemption of existing Fund Shares or (ii) the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares or (iv) payments in respect of a redemption of Fund Shares being made partly or wholly by means of a distribution in kind instead of for cash or (v) the creation of side pockets for segregated assets; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (q) the Management Company or a Fund Services Provider discontinues its services for the Fund or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another services provider which is of similarly good standing; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (r) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;
- (s) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
- (t) the Issuer loses the right to use the Fund Share as an Underlying for the Securities [due to reasons for which the Issuer is not solely responsible];
- (u) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (v) a change or the cancellation or the announced cancellation of the notification of the bases of taxation for the Fund in accordance with the applicable provisions of the German Investment Tax Act (*Investmentsteuergesetz*, "**InvStG**") and such change or



cancellation would have a negative consequence for the Issuer; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

- (w) changes in the investment or distribution policy of the Fund which could have a substantial negative effect on the amount of the Fund's distributions as well as distributions which diverge significantly from the Fund's normal distribution policy to date; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (x) the Fund or the Management Company or a company affiliated to it breaches the rebate or any other agreement entered into with the Issuer in relation to the Fund in a significant respect (e.g. lowering of rebate levels or non-payment of agreed rebates) or terminates that agreement; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (y) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (z) the Fund or the Management Company fails to provide the Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (aa) any other event that could have a noticeable adverse effect on the NAV of the Fund or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (bb) the NAV is no longer published in the [relevant] Underlying Currency,
- (cc) starting 31 December 2018, the Issuer does not receive with respect to [each Calculation Date] [at least for one Calculation Date in each calendar month] a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the [next following] [within five] Banking Day[s] [(each a "**Fund Replacement Event**")];[.]
- [(dd) a Hedging Disruption occurs];[.]
- [( [ )] [the historic Volatility of the Underlying [A] [B] exceeds a volatility level of [Insert]%.] [the historic Volatility of the Underlying [A] [B] exceeds the historic Volatility of the Fund-Benchmark on a day that is a Calculation Date and a Fund-Benchmark Calculation Date by more than [Insert]%.]

The "**Volatility of the Underlying [A] [B]**" is calculated on a Calculation Date [that is also a Fund-Benchmark Calculation Date] on the basis of the daily logarithmic returns of the Underlying [A] [B] over the immediately preceding [*Insert number of days*] Calculation Dates [that are also Fund-Benchmark Calculation Dates] in each case using the following formula:

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

Where:

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

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

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

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

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

The degree of variation (volatility) is estimated on a relevant Calculation Date [that is also a Fund-Benchmark Calculation Date] using the daily returns of the Underlying [A] [B] for the most recent [*Insert number of days*] Calculation Dates [that are also Fund-Benchmark Calculation Dates] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV between two consecutive Calculation Dates [that are also Fund-Benchmark Calculation Dates] in each case. [The respective volatility determined using this method may not exceed a volatility level of [*Insert*]%.]

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

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

Where:

"**t**" is the relevant Fund-Benchmark Calculation Date which is also a Calculation Date;

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

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

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

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

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

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

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

"**Aggregate Nominal Amount**" means the Aggregate Nominal Amount of the series as specified in § 1 of the Product and Underlying Data.

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

["**B (t)**" means the Reference Price of the Underlying B on the Calculation Date (t).

"**B (t-1)**" means the Reference Price of the Underlying B on the Calculation Date immediately preceding the respective Calculation Date (t).]

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

[In the case of Securities where the Specified Currency is not the Euro, the following applies:

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

"**Barrier**" means [the Barrier as specified in § 1 of the Product and Underlying Data] [Barrier Level x R (initial).]

"**Barrier Event**" means that R (final) is lower than the Barrier.

["**Barrier Level**" means the Barrier Level as specified in § 1 of the Product and Underlying Data.]

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

"**Calculation Date**" or "**Calculation Date<sub>t</sub>**" means each day on which the Reference Price for the Underlying A [and the Underlying B] is normally published by the [Relevant Exchange] [Index Sponsor or Index Calculation Agent] [Reference Market] [,] [[respective] Fund or Management Company].

"**Calculation Date<sub>t-1</sub>**" means with respect to a Calculation Date<sub>t</sub>, the Calculation Date immediately preceding the respective Calculation Date.

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

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

in the [*in the case of Securities governed by German law, insert:* in the reasonable discretion (§ 315 et seq. BGB) of the Issuer] [*in the case of Securities governed by Italian law, insert:* as determined by the Issuer acting in accordance with relevant market practice and in good faith]

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

if such changes become effective on or after the First Trade Date of the Securities.]

*[In the case of Securities with CBF as Clearing System, the following applies:*

"**Clearing System**" means Clearstream Banking AG, Frankfurt am Main ("**CBF**").]

*[In the case of Securities with Monte Titoli as Clearing System, the following applies:*

"**Clearing System**" means Monte Titoli S.p.A., Milan, Italy ("**Monte Titoli**").]

*[In the case of Securities with CBL and Euroclear Bank as Clearing System, the following applies:*

"**Clearing System**" means Clearstream Banking S.A., Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**") (CBL and Euroclear are individually referred to as an "**ICSD**" (International Central Securities Depository) and, collectively, the "**ICSDs**").]

*[In the case of Securities with another Clearing System, the following applies:*

"**Clearing System**" means [*Insert other Clearing System(s)*].]

"**Clearance System**" means, with respect to the Underlying A, the principal domestic clearance system customarily used for settling trades with respect to the [securities that form the basis of the] Underlying A; such system shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].

"**Clearance System**" means, with respect to [the] [an] Underlying [A] [B], the principal domestic clearance system customarily used for settling subscriptions or redemptions of Fund Shares; such system shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

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

"**Commodity Conversion Event**" means, with respect to Underlying A, each of the following:

- (a) no suitable Replacement Reference Market is available or could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];
- (c) the Underlying A is no longer calculated or published in the Underlying Currency[;]
- (d) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of*

Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].]

"**Conversion Event**" means, with respect to the Underlying A, a [Share Conversion Event] [Index Conversion Event] [Commodity Conversion Event] [Fund Conversion Event] [and, with respect to Underlying B, a Fund Conversion Event].

["**Custodian Bank**" means, with respect to [the] [an] Underlying [A] [B], [the Custodian Bank [specified in § 2 of the Product and Underlying Data] [as specified in the Fund Documents] [of the Fund]. If the Fund or the Management Company specifies another person, company or institution as the Custodian Bank of the Fund, each and every reference to the Custodian Bank in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Custodian Bank.] [a person, company or institution acting as custodian of the Fund's assets according to the Fund Documents].]

"**Days<sub>t-1,t</sub>**" means the number of calendar days from and including Calculation Date<sub>t-1</sub> to but excluding Calculation Date<sub>t</sub>.

["**Designated Maturity**" means the Designated Maturity as specified in § 1 of the Product and Underlying Data.]

["**Determining Futures Exchange**" means, with respect to [the] [an] Underlying [A] [B], the futures exchange, on which derivatives of the Underlying [A] [B] [or – if derivatives on the Underlying [A] [B] are not traded – of its components] (the "**Derivatives**") are most liquidly traded; such futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].

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

"**Dynamic Weight<sub>t</sub> (DW<sub>t</sub>)**" means the Dynamic Weight with respect to the Calculation Date<sub>t</sub> as calculated by the Calculation Agent pursuant to § 4 (3) of the Special Conditions.

"**Dynamic Weight<sub>t-1</sub> (DW<sub>t-1</sub>)**" means the Dynamic Weight on the Calculation Date immediately preceding Calculation Date<sub>t</sub>.

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

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

"**Exercise Date**" means the [last] Final Observation Date.

["**Fee<sub>Strat</sub>**" means the rate of the fee based on the Strategy as specified in § 1 of the Product and Underlying Data.] [The Calculation Agent has the right to increase or decrease the Fee<sub>Strat</sub> [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:*, acting in accordance with relevant market practice and in good faith,] within the Maximum Permissible Value Range for Fee<sub>Strat</sub> on any Calculation Date. Upon an increase or decrease of Fee<sub>Strat</sub>, the modified Fee<sub>Strat</sub> shall be deemed to be applicable for the first time in relation to the immediately following Calculation Date.]

["**Fee<sub>TVL</sub>**" means the rate of the fee based on the Level of the Target Vol Strategy as specified in § 1 of the Product and Underlying Data.] [The Calculation Agent has the right to increase or decrease the Fee<sub>TVL</sub> [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:*, acting in accordance with relevant market practice and in good faith,] within the Maximum Permissible Value Range for Fee<sub>TVL</sub> on any Calculation Date. Upon an increase or decrease of Fee<sub>TVL</sub>, the modified Fee<sub>TVL</sub> shall be deemed to be applicable for the first time in relation to the immediately following Calculation Date.]

["**Fee<sub>ULA</sub>**" means the Fee<sub>ULA</sub> as specified in § 1 of the Product and Underlying Data. [The Calculation Agent has the right to increase or decrease the Fee<sub>ULA</sub> [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:*, acting in accordance with relevant market practice and in good faith,] within the Maximum Permissible Value Range for Fee<sub>ULA</sub> on any Calculation Date. Upon an increase or decrease of Fee<sub>ULA</sub>, the modified Fee<sub>ULA</sub> shall be deemed to be applicable for the first time in relation to the immediately following Calculation Date.]

["**Fee<sub>ULB</sub>**" means the rate of the fee based on the Underlying B as specified in § 1 of the Product and Underlying Data.] [The Calculation Agent has the right to increase or decrease the Fee<sub>ULB</sub> [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:*, acting in accordance with relevant market practice and in good faith,] within the Maximum Permissible Value Range for Fee<sub>ULB</sub> on any Calculation Date. Upon an increase or decrease of Fee<sub>ULB</sub>, the modified Fee<sub>ULB</sub> shall be deemed to be applicable for the first time in relation to the immediately following Calculation Date.]

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

"**Final Strategy Calculation Date**" means the [last] Final Observation Date.

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

"**Floor Level**" means the Floor Level as specified in § 1 of the Product and Underlying Data [if a Protection Lock-in Event has not occurred on any Protection Lock-in Date (k). Otherwise, the Floor Level will be equal to the Protection Lock-in (k) related to the last Protection Lock in Date (k) on which a Protection Lock-in Event has occurred].

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

["**Fund-Benchmark**" means, with respect to [the] [an] Underlying [A] [B], the index as specified in § 1 of the Product and Underlying Data.

"**Fund-Benchmark Calculation Date**" means, with respect to [the] [a] Fund-Benchmark, each day on which the Fund-Benchmark Reference Price is calculated and published by the Fund-Benchmark Sponsor.

"**Fund-Benchmark Reference Price**" means, with respect to [the] [a] Fund-Benchmark, the closing price of the Fund-Benchmark.

"**Fund-Benchmark Sponsor**" means, with respect to [the] [a] Fund-Benchmark,] the Fund-Benchmark Sponsor as specified in § 1 of the Product and Underlying Data.

"**Fund-Benchmark Replacement Event**" means, with respect to [the] [a] Fund-Benchmark,

- (a) any change in the relevant index concept or the calculation of the Fund-Benchmark, that [*in the case of Securities governed by German law, insert:* in the reasonable discretion (§ 315 et seq. BGB) of the Calculation Agent] [*in the case of Securities governed by Italian law, insert:* as determined by the Calculation Agent acting in accordance with relevant market practice and in good faith] result in a new relevant index concept or calculation of the Fund-Benchmark being no longer economically equivalent to the original relevant index concept or the original calculation of the Fund-Benchmark;

- (b) the calculation or publication of the Fund-Benchmark is finally discontinued, or replaced by another index (the "**Fund-Benchmark Replacement Event**");
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Fund-Benchmark as basis for any calculation or specifications described in these Terms and Conditions;
- (d) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Fund-Benchmark.

In cases of a Fund-Benchmark Replacement Event the Calculation Agent is entitled to determine [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith], which index should be used in the future as a Fund-Benchmark (the "**Replacement Fund-Benchmark**"). The Replacement Fund-Benchmark will be published in accordance with § 6 of the General Conditions. Any reference to the replaced Fund-Benchmark in these Terms and Conditions shall be deemed to refer to the Replacement Fund-Benchmark.

If the Fund-Benchmark is no longer determined by the Fund-Benchmark Sponsor but rather by another person, company or institution (the "**New Fund-Benchmark Sponsor**"), then any calculation described in these Terms and Conditions shall occur on the basis of the Fund-Benchmark as determined by the New Fund-Benchmark Sponsor. In this case, any reference to the replaced Fund-Benchmark Sponsor in these Terms and Conditions shall be deemed to refer to the New Benchmark Sponsor.]

["**Fund Conversion Event**" means, with respect to [the] [an] Underlying [A] [B], each of the following events:

- [(a) no Replacement Underlying is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];]
- [( ] no Replacement Management Company is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];]
- [( ] a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s] [;
- [( ] an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not justifiable with regard to the Issuer and/or the Security Holders (respectively a "**Fund Replacement Event**"); whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];.]

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

["**Fund Management**" means, with respect to [the] [an] Underlying [A] [B], the persons responsible for the portfolio and/or the risk management of the Fund.

"**Fund Services Provider**" means, with respect to [the] [an] Underlying [A] [B] and if available, the Administrator, the Investment Adviser, the Custodian Bank, the Management Company, the Portfolio Manager and the Auditor.

**"Fund Share"** means, with respect to [the] [an] Underlying [A] [B], a unit or share of the Fund and of the class set out in the "Underlying" column in § 1 of the Product and Underlying Data.]

**"Hedging Disruption"** means that the Issuer [, due to reasons for which the Issuer is not solely responsible,] is not able, under conditions which are substantially the same in financial terms as those applying on the First Trade Date for the Securities, to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

whether this is the case shall be determined by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

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

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

whether this is the case shall be determined by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Cost increases due to a deterioration of the creditworthiness of the Issuer [or other reasons for which the Issuer is solely responsible] are not to be considered as Increased Costs of Hedging.]

**"Registered Benchmark Administrator<sub>[i]</sub>"** means that the [Underlying][Basket Component<sub>[i]</sub>] is administered by an administrator who is registered in a register pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark-Regulation**"), as specified in § 2 of the Product and Underlying Data.]

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

**"Index Conversion Event"** means, with respect to the Underlying A, each of the following events:

- (a) no suitable Replacement Underlying is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (c) the Underlying A is no longer calculated or published in the [relevant] Underlying Currency[;];
- (d) no suitable substitute for the Index Sponsor and/or the Index Calculation Agent is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315



et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];

- (e) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].]

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

**"Initial Strategy Calculation Date"** means the Initial Strategy Calculation Date as specified in § 1 of the Product and Underlying Data.

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

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

[In the case of an Issuing Agent, the following applies:

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

**"j"** means an integer number representing each number from and including the number 1 to and including the VOP.

**"k"** means an integer number representing each number from and including the number 1 to and including the VOP.

**"Ln ( )"** means the natural logarithm of the base in brackets.

**"Level of the Target Vol Strategy"** means the Level of the Target Vol Strategy as specified or calculated by the Calculation Agent pursuant to § 4 (2) of the Special Conditions.

**"Level of the Target Vol Strategy<sub>t</sub> (TVL<sub>t</sub>)"** means the Level of the Target Vol Strategy on the Calculation Date<sub>t</sub>.

**"Level of the Target Vol Strategy<sub>t-1</sub> (TVL<sub>t-1</sub>)"** means the Level of the Target Vol Strategy on the Calculation Date immediately preceding Calculation Date<sub>t</sub>.

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

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

**"Market Disruption Event"** means, with respect to the Underlying A, each of the following events:

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

- (c) in general the suspension or restriction of trading in a Derivative of the Underlying A on the Determining Futures Exchange;

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

[In the case of a **Financial Index** as Underlying A, the following applies:

**"Market Disruption Event"** means, with respect to the Underlying A, each of the following events:

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

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

[In the case of a **Commodity** as Underlying A, the following applies:

**"Market Disruption Event"** means, with respect to the Underlying A, each of the following events:

- (a) the suspension or the restriction of trading or the price determination of the Underlying A on the Reference Market or
- (b) the suspension or restriction of trading in a Derivative of the Underlying A on the Determining Futures Exchange

to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:*

in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith]. Any restriction of the trading hours or the number of days on which trading takes place on the Reference Market or, as the case may be, the Determining Futures Exchange shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Reference Market or, as the case may be, the Determining Futures Exchange.]

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

"**Market Disruption Event**" means, with respect to [the] [an] [Exchange Traded Fund] [as] Underlying [A] [B], each of the following events:

- (a) the failure of the Relevant Exchange to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the Underlying [A] [B] on the Relevant Exchange;
- (c) in general the suspension or restriction of trading in a Derivative of the Underlying [A] [B] on the Determining Futures Exchange;
- [(d) the failure to calculate or the non-publication of the calculation of the NAV as a result of a decision by the Management Company or by the Fund Services Provider on behalf of the Management Company;]

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

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

"**Market Disruption Event**" means, with respect to [the] [an] [a] [Fund Share or [the] [a] Fund] [other than an Exchange Traded Fund] [as] [Underlying [A] [B]], each of the following events:

- (a) the failure to calculate or the non-publication of the calculation of the NAV as a result of a decision by the Management Company or by the Fund Services Provider on behalf of the Management Company,
- (b) the closure, conversion or insolvency of the Fund; or other circumstances which make it impossible to determine the NAV, or
- (c) it is not possible to trade Fund Shares; at the NAV. This also covers cases in which the Fund; or the Management Company or the Fund Services Provider on their behalf decides to suspend the redemption or issue of the Fund Shares for a specified period or to restrict the redemption or issue of the Fund Shares to a specified portion of the volume of the Fund or to levy additional fees, or
- (d) the Fund or the Management Company redeems the Fund Shares in return for payment in kind instead of payment in cash, or
- (e) comparable events which affect the ability of the Issuer to hedge its obligations under the Securities, or

- (f) in general the suspension or restriction of trading on exchanges, futures exchanges or markets on which financial instruments or currencies which constitute a significant factor affecting the value of the Fund<sub>i</sub> are listed or traded,

to the extent that that event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

**"Maximum Amount"** means the Maximum Amount as specified in § 1 of the Product and Underlying Data.]

**"Maximum Permissible Value Range for Fee<sub>ULB</sub>"** means the Maximum Permissible Value Range for Fee<sub>ULB</sub> as specified in § 1 of the Product and Underlying Data.]

**"Maximum Permissible Value Range for Fee<sub>Strat</sub>"** means the Maximum Permissible Value Range for Fee<sub>Strat</sub> as specified in § 1 of the Product and Underlying Data.]

**"Maximum Permissible Value Range for Fee<sub>TVL</sub>"** means the Maximum Permissible Value Range for Fee<sub>TVL</sub> as specified in § 1 of the Product and Underlying Data.]

**"Maximum Permissible Value Range for Fee<sub>ULA</sub>"** means the Maximum Permissible Value Range for Fee<sub>ULA</sub> as specified in § 1 of the Product and Underlying Data.]

**"Maximum Weight"** means the Maximum Weight as specified in § 1 of the Product and Underlying Data.

**"Minimum Amount"** means the Minimum Amount as specified in § 1 of the Product and Underlying Data.

**"Minimum Weight"** means the Minimum Weight as specified in § 1 of the Product and Underlying Data.

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

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

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

**"Initial Observation Date"** means [the Initial Observation Date] [each of the Initial Observation Dates] specified in § 1 of the Product and Underlying Data. If [the] [a] Initial Observation Date is not a Calculation Date [for the Underlying [A] [B]], the immediately following Banking Day which is a Calculation Date shall be the [respective] Initial Observation Date [for the Underlying [A] [B]].]

**"Final Observation Date"** means [each of] the Final Observation Date[s] as specified in § 1 of the Product and Underlying Data. If [the] [a] Final Observation Date is not a Calculation Date, the immediately following Banking Day which is a Calculation Date shall be the [respective] Final Observation Date. [If the [last] Final Observation Date is not a Calculation Date, then the Final Payment Date shall be postponed accordingly. No interest shall be due because of such postponement.]]

*[In the case of Securities with an early redemption at the option of the Issuer, the following applies:*

**"Optional Redemption Amount"** means the [Optional Redemption Amount as specified in § 1 of the Product and Underlying Data] [Nominal Amount] [Minimum Amount].]

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

**"Principal Paying Agent"** means the Principal Paying Agent as specified in § 1 of the Product and Underlying Data.

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

[In the case of Securities with Protection Lock-in feature, the following applies:

**"Protection Lock-in (k)"** means the Protection Lock-in (k) as specified in § 1 of the Product and Underlying Data. The Protection Lock-in (k) is the percentage that, upon the occurrence of a Protection Lock-in Event, will be the Floor Level and the Strike for the purposes of the determination of the Redemption Amount.

**"Protection Lock-in Event"** means that T (k) on a Protection Lock-in Date (k) is greater than or equal to the Protection Lock-in Level (k). If a Protection Lock-in Event has occurred the Protection Lock-in (k) will be the Floor Level and the Strike for the purposes of the determination of the Redemption Amount. If a Protection Lock-in Event has occurred on more than one Protection Lock-in Date (k), it will be taken into consideration only the Protection Lock-in (k) related to the last Protection Lock-in Date (k) on which a Protection Lock-in Event has occurred.

**"Protection Lock-in Date (k)"** means the Protection Lock-in Date (k) as specified in § 1 of the Product and Underlying Data.

**"Protection Lock-in Level (k)"** means the Protection Lock-in Level (k) as specified in § 1 of the Product and Underlying Data.]

**"R (final)"** means the Level of the Target Vol Strategy on the Final Observation Date.]

**"R (final)"** means the equally weighted average (arithmetic average) of the Levels of the Target Vol Strategy on the Final Observation Dates.]

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

**"R (initial)"** means the equally weighted average (arithmetic average) of the Levels of the Target Vol Strategy on the Initial Observation Dates.]

**"Rate<sub>t-1</sub>"** means the Reference Rate determined on the Reference Rate Reset Date with respect to the Calculation Date immediately preceding the respective Calculation Date.<sub>t</sub>]

**"Record Date (l)"** means the Record Date (l) as specified in § 1 of the Product and Underlying Data. On the Record Date (l) the Clearing System determines the payment of the [respective] Additional Unconditional Amount (l) vis-à-vis the Security Holders.]

**"Redemption Amount"** means the Redemption Amount as calculated or specified by the Calculation Agent pursuant to § 4 (1) of the Special Conditions.

**"Reference Market"** means the Reference Market as specified in § 2 of the Product and Underlying Data.]

**"Reference Price"** means, with respect to [the] [an] Underlying [A] [B], the Reference Price as specified in § 1 of the Product and Underlying Data.

**"Reference Rate"** means the offered rate (expressed as a percentage per annum) for deposits in [the Specified Currency] [*Insert other currency*] with the corresponding Designated Maturity displayed on the Screen Page around [*insert time*] on the relevant Reference Rate Reset Date. If either the Screen Page is not available or no such offered rate is displayed at the time specified, then the Calculation Agent shall determine another Reuters or Bloomberg page [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*], where a comparable offered rate (expressed as a percentage per annum) is displayed or determine such comparable offered rate by reference to such sources as

it may select [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] in respect of such date. Such determinations will be published by means of a notice given in accordance with § 6 of the General Conditions.]

**"Registered Reference Rate-Administrator"** means that the Reference Rate is administered by an administrator who is registered in a register pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark-Regulation**"), as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with a **Fund** as Underlying and where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:

**"Reference Price Adjustment Factor"** means, [with respect to [the] [an] Underlying [A] [B] and] in relation to an Observation Date, the product of all the Underlying Distribution Factors for which the Underlying Distribution Ex-Date falls into [the period] [the time] between the First Day of the Distribution Observation Period (exclusive) and the respective Observation Date (inclusive).]

**"Reference Rate Reset Date"** means the [[*insert number of days*] Calculation Date immediately preceding the] respective Calculation Date.

[In the case of a **Share** or an **ETF** as Underlying, the following applies:

**"Relevant Exchange"** means [, with respect to [the] [an] Underlying [A] [B],] the Relevant Exchange as specified in § 2 of the Product and Underlying Data.

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

[In the case of a **Financial Index** as Underlying A, the following applies:

**"Relevant Exchange"** means [, with respect to [the] [an] Underlying A,] the exchange on which the components of the Underlying A are most liquidly traded; such exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].

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

"**Return of Underlying A<sub>t</sub>**" means the return of Underlying A as calculated by the Calculation Agent with respect to the Calculation Date<sub>t</sub> in accordance with the following formula:

[Return of Underlying A<sub>t</sub> = (A (t) - A (t-1)) / A (t-1)]

[Return of Underlying A<sub>t</sub> = A (t) / A (t-1) - 1]

"**Return of Underlying A<sub>t-VOP-Offset+j</sub>**" means the Return of Underlying A as calculated by the Calculation Agent for the Calculation Date falling VOP-Offset+j Calculation Dates prior to the respective Calculation Date<sub>t</sub>.

"**Return of Underlying A<sub>t-VOP-Offset+k</sub>**" means the Return of Underlying A as calculated by the Calculation Agent for the Calculation Date falling VOP-Offset+k Calculation Dates prior to the respective Calculation Date<sub>t</sub>.

"**Return of Underlying B<sub>t</sub>**" means [Rate<sub>t-1</sub>] [the return of Underlying B as calculated by the Calculation Agent with respect to the Calculation Date<sub>t</sub> in accordance with the following formula:

[Return of Underlying B<sub>t</sub> = (B (t) - B (t-1)) / B (t-1)]

[Return of Underlying B<sub>t</sub> = B (t) / B (t-1) - 1]]

"**Screen Page**" means the Screen Page and, if applicable, the corresponding heading as indicated in § 1 of the Product and Underlying Data.

"**Security Holder**" means the holder of a Security.

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

"**Settlement Cycle**" means, with respect to [the] [an] Underlying [A] [B], the number of Clearance System Business Days within which the settlement of subscriptions or redemptions of Fund Shares will customarily occur according to the rules of the Clearance System.]

"**Share Conversion Event**" means, with respect to the Underlying A, each of the following events:

- (a) the quotation of the Underlying A at the Relevant Exchange is finally ceased no Substitute Exchange could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) the quotation of the Underlying A at the Relevant Exchange no longer occurs in the [relevant] Underlying Currency;
- (c) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];
- (d) an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]].]

"**Specified Currency**" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

"**Strike**" means the Strike as specified in § 1 of the Product and Underlying Data [if a Protection Lock-in Event has not occurred on any Protection Lock-in Date (k). Otherwise, the Strike will be equal to the Protection Lock-in (k) related to the last Protection Lock in Date (k) on which a Protection Lock-in Event has occurred].

[In the case of Securities with Protection Lock-in feature, the following applies:

"**T (k)**" means the Level of the Target Vol Strategy on the respective Protection Lock-in Date (k).]

"**Target Volatility**" means the Target Volatility as specified in § 1 of the Product and Underlying Data.

"**Terms and Conditions**" means these Terms and Conditions as set out in the General Conditions (Part A), the Product and Underlying Data (Part B) and the Special Conditions (Part C).

"**Underlying A**" means the Underlying A as specified in § 1 of the Product and Underlying Data.

"**Underlying B**" means the [Underlying B as specified in § 1 of the Product and Underlying Data] [Reference Rate].

"**Underlying**" means both, the Underlying A and the Underlying B.

"**Underlying Currency**" means, with respect to an Underlying, the Underlying Currency as specified in § 2 of the Product and Underlying Data.

[In the case of Securities where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:

"**Underlying Distribution**" means, with respect to [the] [an] Underlying [A] [B], each cash distribution specified by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] that is declared and paid by the Fund or the Management Company in respect of the Underlying [A] [B].

"**Underlying Distribution Date**" means, in relation to an Underlying Distribution, the Calculation Date immediately prior to the respective Underlying Distribution Ex-Date.

"**Underlying Distribution Ex-Date**" means, in relation to an Underlying Distribution, the first day on which the NAV is published having been reduced by that Underlying Distribution.

"**Underlying Distribution Factor**" means, in relation to an Underlying Distribution, the Underlying Distribution Factor calculated by the Calculation Agent in respect of each Underlying Distribution Ex-Date within the Underlying Distribution Observation Period as the total of (i) one and (ii) the quotient of the respective Underlying Distribution (net) and the NAV on the respective Underlying Distribution Date.

"**Underlying Distribution (net)**" means, in relation to an Underlying Distribution, that Underlying Distribution less an amount specified by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] equal to the taxes, levies, retentions, deductions or other charges that would arise with respect to the cash distribution for a private investor fully liable to tax in Germany if he were the holder of the Underlying.

"**Underlying Distribution Observation Period**" means, with respect to [the] [an] Underlying [A] [B], each Calculation Date between the First Day of the Distribution Observation Period (exclusive) and the Last Day of the Distribution Observation Period.]

"**Underlying Volatility**" means, with respect to Underlying A, the Underlying Volatility as calculated or specified pursuant to § 2 (5) of the Special Conditions.

"**Volatility Observation Period**" or ("**VOP**") means the Volatility Observation Period [(expressed as a number of Calculation Dates)] as specified in § 1 of the Product and Underlying Data.



"**Volatility Observation Period Offset**" or ("**Offset**") means the Volatility Observation Period Offset [(expressed as a number of Calculation Dates)] as specified in § 1 of the Product and Underlying Data.

["**Website[s] of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.]

"**Website[s] for Notices**" means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

## § 2

### **Interest[, Additional Unconditional Amount]**

[(1)] *Interest*: The Securities do not bear interest.

*[In the case of Securities with an Additional Unconditional Amount, the following applies:*

(2) *Additional Unconditional Amount*: The respective Additional Unconditional Amount (1) will be paid on the Additional Unconditional Amount Payment Date (1) pursuant to the provisions of § 6 of the Special Conditions.]

## § 3

### **Redemption**

*Redemption*: The Securities shall be redeemed upon automatic exercise on the Exercise Date by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.

The Securities shall be deemed automatically exercised on the Exercise Date.

## § 4

### **Redemption Amount, Level of the Target Vol Strategy, Dynamic Weight, Underlying Volatility**

(1) *Redemption Amount*: The Redemption Amount equals an amount in the Specified Currency, which is calculated by the Calculation Agent as follows:

If no Barrier Event has occurred, then the Redemption Amount will be calculated pursuant to the following formula:

$$\text{Redemption Amount} = \text{Nominal Amount} \times (\text{Floor Level} + \text{Participation Factor} \times \max(\text{R (final)} / \text{R (initial)} - \text{Strike}; 0)).$$

If a Barrier Event has occurred, then the Redemption Amount will be calculated pursuant to the following formula:

$$\text{Redemption Amount} = \text{Nominal Amount} \times (\text{R (final)} / \text{R (initial)}).$$

However, the Redemption Amount is in no event less than the Minimum Amount [and not greater than the Maximum Amount].

(2) *Level of the Target Vol Strategy*: On the Initial Strategy Calculation Date, the Level of the Target Vol Strategy (=  $\text{TVL}_{\text{Initial}}$ ) shall be defined as follows:

$$\text{TVL}_{\text{Initial}} = 100$$

The Level of the Target Vol Strategy on each Calculation Date<sub>t</sub> (=  $\text{TVL}_t$ ) from but excluding the Initial Strategy Calculation Date to and including the Final Strategy Calculation Date shall be determined by the Calculation Agent in accordance with the following formula:

$$[\text{TVL}_t = \text{TVL}_{t-1} \times (1 + \text{DW}_{t-1} \times \text{Return of Underlying A}_t + (1 - \text{DW}_{t-1}) \times \text{Return of Underlying B}_t \text{ [x Day}_{S_{t-1,t}} / 360])]$$

$$[TVL_t = TVL_{t-1} \times (1 [- Fee_{TVL} \times Days_{t-1,t} / 360]) + DW_{t-1} \times (\text{Return of Underlying } A_t [- Fee_{ULA} \times Days_{t-1,t} / 360]) + (1 - DW_{t-1}) \times (\text{Return of Underlying } B_t [- Fee_{ULB} [ \times Days_{t-1,t} / 360]]) [ \times Days_{t-1,t} / 360]) [- Fee_{Strat} \times Days_{t-1,t} / 360]]$$

This means: The Level of the Target Vol Strategy on each Calculation Date<sub>t</sub> will be calculated by the Calculation Agent as the product of (a) the Level of the Target Vol Strategy with respect to the Calculation Date immediately preceding Calculation Date<sub>t</sub> and (b) the sum of (i) one, (ii) the dynamically weighted Return of Underlying A with respect to the Calculation Date<sub>t</sub> and (iii) the dynamically weighted [daily fraction (Act/360) of the] relevant Return of Underlying B<sub>t</sub>. [The calculation takes into account [the Fee<sub>ULA</sub>] [,][and] [the Fee<sub>TVL</sub>] [,][and] [the Fee<sub>ULB</sub>] [and] [the Fee<sub>Strat</sub>] by way of deduction.]

- (3) *Dynamic Weight:* The Calculation Agent shall determine the Dynamic Weight on each Calculation Date<sub>t</sub> (= DW<sub>t</sub>) from and including the Initial Strategy Calculation Date as follows:

$$DW_t = \frac{\text{Target Volatility}}{\text{Underlying Volatility}_t}$$

However, DW<sub>t</sub> is not less than the Minimum Weight and not greater than the Maximum Weight.

- (4) *Underlying Volatility:* The Calculation Agent shall determine the Underlying Volatility<sub>t</sub> in respect of the Volatility Observation Period on each Calculation Date<sub>t</sub> from and including the Initial Strategy Calculation Date in accordance with the following formula:

$$\text{Underlying Volatility}_t = \sqrt{\frac{1}{VOP} \times \sum_{j=1}^{VOP} (\text{LnUnderlyingPerformance}_{t-VOP-Offset+j} - \text{LnAverageUnderlyingPerformance}_{t-Offset})^2} \times \frac{1}{\sqrt{252}}$$

Where:

LnUnderlyingPerformance<sub>t-VOP-Offset+j</sub> means :

$$\text{Ln}(1 + \text{Return of Underlying } A_{t-VOP-Offset+j})$$

LnAverageUnderlyingPerformance<sub>t-Offset</sub> means :

$$\frac{1}{VOP} \times \sum_{k=1}^{VOP} \text{Ln}(1 + \text{Return of Underlying } A_{t \text{ VOP } Offset+k})$$

## ***Garant Telescope Securities linked to Target Vol Strategies***

[In the case of Garant Telescope Securities linked to Target Vol Strategies the following applies:

### **§ 1**

#### **Definitions**

"**A (t<sub>i</sub>)**" means the Reference Price of the Underlying A on the Strategy Calculation Date<sub>i</sub>.

"**A (t<sub>i-1</sub>)**" means in relation to a Strategy Calculation Date<sub>i</sub> the Reference Price of the Underlying A for the Strategy Calculation Date<sub>i-1</sub>.

"**A (t<sub>i-VOPO-VOPL+j</sub>)**" means the Reference Price of the Underlying A on VOP Calculation Date<sub>i-VOPO-VOPL+j</sub>.

"**A (t<sub>i-VOPO-VOPL+j-1</sub>)**" means in relation to a VOP Calculation Date<sub>i-VOPO-VOPL+j</sub> the Reference Price of the Underlying A on the Calculation Date immediately preceding VOP Calculation Date<sub>i-VOPO-VOPL+j</sub>.

"**Additional Amount (m)**" means the Additional Amount (m) as calculated or determined by the Calculation Agent pursuant to § 2 of the Special Conditions.

"**Additional Amount Payment Date (m)**" means the Additional Amount Payment Date (m) attributed to the respective Observation Date (m) as specified in § 1 of the Product and Underlying Data.

[In the case of a **Share** as Underlying A, the following applies:

"**Adjustment Event**" means, with respect to the Underlying A, each of the following events:

- (a) each measure taken by the company that has issued the Underlying A or by a third party, which would – due to a change in the legal and economic position, in particular a change in the company's fixed assets and capital, affect the Underlying A not only immaterially (in particular capital increase against cash contribution, issuance of securities with options or conversion rights into shares, capital increase with company funds, distribution of special dividends, share splits, merger, liquidation, nationalisation); whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) an early termination performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying A;
- (c) an adjustment performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying A, or
- (d) [a Hedging Disruption occurs;
- (e)] any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying A; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

[In the case of a **Financial Index** as Underlying A, the following applies:

"**Adjustment Event**" means, with respect to the Underlying A, each of the following events:

- (a) changes in the relevant Index Concept or the calculation of the Underlying A, that result in a new relevant Index Concept or calculation of the Underlying A being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Underlying A; whether this is the case shall be determined by the

Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

- (b) the calculation or publication of the Underlying A is finally discontinued, or replaced by another index (the "**Index Replacement Event**");
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Underlying A as a basis for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities (a "**Index Usage Event**"); an Index Usage Event is also the termination of the license to use the Underlying A due to an unacceptable increase in license fees; [or]
- (d) [a Hedging Disruption occurs;
- (e)] any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying A; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

[In the case of a **Commodity** as Underlying A, the following applies:

"**Adjustment Event**" means, with respect to the Underlying A[, each of the following events]:

- [(a)] any changes in the Relevant Trading Conditions of the Underlying A that lead to a situation where, as a result of the change, the changed Relevant Trading Conditions are no longer economically equivalent to the Relevant Trading Conditions prior to the change; whether *this* is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].];
- (b) a Hedging Disruption occurs].]

[In the case of a **Fund other than ETF** as Underlying, the following applies:

"**Adjustment Event**" means, with respect to [the] [an] [a] [Fund Share or [the] [a] Fund] [other than an Exchange Traded Fund] [as] Underlying [A] [B], each of the following events:

- (a) changes are made in one of the Fund Documents without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the method of calculating the NAV or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) requests for the issue, redemption or transfer of Fund Shares are executed only partially or not at all;
- (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares (other than fees, premiums, discounts, charges, commissions, taxes or similar fees already charged on the First Trade Date); whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

- (d) the Fund or the Management Company or Fund Services Provider appointed for this purpose by the Fund or the Management Company fails to publish the NAV as scheduled or in accordance with normal practice or as specified in Fund Documents [for more than [*Insert number of Banking Days*] consecutive Banking Day(s)];
- (e) a change in the legal form of the Fund;
- (f) a change of significant individuals in key positions at the Management Company or in the Fund Management; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (g) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund or the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund by the relevant authority; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or an order by a competent authority relating to the activities of the Fund, the Management Company or a Fund Services Provider, or of individuals in key positions at the Management Company or in the Fund Management as a result of misconduct, a violation of the law or for similar reasons; or (v) the Fund no longer qualifies as a fund which is established and authorised in accordance with the provisions of Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS), as amended or replaced from time to time;
- (h) a breach by the Fund or the Management Company of the investment objectives, the investment strategy or the investment restrictions of the Fund (as defined in the Fund Documents) that is material, or a breach of statutory or regulatory requirements by the Fund or the Management Company; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (i) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Issuer, in relation to the subscription, purchase, redemption, sale or holding of Fund Shares, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Issuer with respect to complying with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (j) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) as a result of which compliance by the Issuer with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities would become unlawful or impracticable or would entail substantially higher costs; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (k) an increase in the proportion of the volume held by the Issuer alone or together with a third party with which the Issuer enters into a hedging transaction with respect to the

Securities beyond [*Insert relevant percentage*]% of the Fund Shares outstanding [due to reasons for which the Issuer is not solely responsible];

- (l) the Issuer is required to consolidate the Fund as a result of accounting or other regulations;
- (m) the sale or redemption of the Fund Shares for reasons beyond the control of the Issuer and not relating to the Securities, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (n) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares or of the redemption of existing Fund Shares or (ii) the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares or (iv) payments in respect of a redemption of Fund Shares being made partly or wholly by means of a distribution in kind instead of for cash or (v) the creation of side pockets for segregated assets; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (o) the Management Company or a Fund Services Provider discontinues its services for the Fund or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another services provider which is of similarly good standing; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (p) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;
- (q) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
- (r) the Issuer loses the right to use the Fund as an Underlying of the Securities [due to reasons for which the Issuer is not solely responsible];
- (s) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (t) a change or the cancellation or the announced cancellation of the notification of the bases of taxation for the Fund in accordance with the applicable provisions of the German Investment Tax Act (*Investmentsteuergesetz*, "**InvStG**") and such change or cancellation would have a negative consequence for the Issuer; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (u) changes in the investment or distribution policy of the Fund which could have a substantial negative effect on the amount of the Fund's distributions as well as

distributions which diverge significantly from the Fund's normal distribution policy to date; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

- (v) the Fund or the Management Company or a company affiliated to it breaches the agreement entered into with the Issuer in relation to the Fund in a significant respect or terminates that agreement; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (w) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (x) the Fund or the Management Company fails to provide the Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (y) any other event that could have a noticeable adverse effect on the NAV or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (z) the NAV is no longer published in the [relevant] Underlying Currency;
- (aa) starting 31 December 2018, the Issuer does not receive with respect to [each Calculation Date] [at least one Calculation Date in each calendar month] a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting within [Insert number of days] Banking Day[s];
- [(bb) a Hedging Disruption or Increased Cost of Hedging occurs;]
- [( [ )] [the historic Volatility of the Underlying [A] [B] exceeds a volatility level of [Insert]%.] [the historic Volatility of the Underlying [A] [B] exceeds the historic Volatility of the Fund-Benchmark on a day that is a Calculation Date and a Fund-Benchmark Calculation Date by more than [Insert]%.]

The "**Volatility of the Underlying [A] [B]**" is calculated on a Calculation Date [that is also a Fund-Benchmark Calculation Date] on the basis of the daily logarithmic returns of the NAV over the immediately preceding [Insert number of days] Calculation Dates [that are also Fund-Benchmark Calculation Date] in each case using the following formula:

$$i(t) = \sqrt{\frac{\sum_{p=1}^P \left[ \ln \left[ \frac{NAV_i(t-p)}{NAV_i(t-1)} \right] \right]^2}{P}} \times \frac{1}{\sqrt{252}}$$

Where:

"**t**" is the relevant Calculation Date;

"**P**" is [*Insert number of days*];

"**NAV<sub>i</sub> (t-k)**" (with k = p, q) is the NAV of the Underlying [A] [B] on the k-th Calculation Date preceding the relevant Calculation Date (t);

"**p**" and "**q**" means integer numbers representing each number from and including 1 to and including P;

"**ln [x]**" denotes the natural logarithm of [x].

The degree of variation (volatility) is estimated on a relevant Calculation Date [that is also a Fund-Benchmark Calculation Date] using the daily returns of the NAV for the most recent [*Insert number of days*] Calculation Dates [that are also Fund-Benchmark Calculation Dates] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV between two consecutive Calculation Dates [that are also Fund-Benchmark Calculation Dates]. The volatility determined using this method may not exceed a volatility level of [*Insert*]%.]

[The "**Volatility of the Fund-Benchmark**" is calculated on any day that is a Fund-Benchmark Calculation Date and a Calculation Date on the basis of the daily logarithmic returns of the Fund-Benchmark over the immediately preceding [*Insert number of days*] Fund-Benchmark Calculation Dates which are also Calculation Dates in each case using the following formula:

$$\sigma(t) = \sqrt{\frac{\frac{1}{P} \times \left( \sum_{p=1}^P \ln \left[ \frac{BRP(t-p)}{BRP(t-1)} \right] \right)^2}{P}} \times \frac{1}{\sqrt{252}}$$

Where:

"**t**" is the relevant Fund-Benchmark Calculation Date which is also a Calculation Date;

"**P**" is [*Insert number of days*];

"**BRP (t-k)**" (with k = p, q) is the Fund-Benchmark Reference Price of the Fund-Benchmark on the k-th day that is a Calculation Date and a Fund-Benchmark Calculation Date preceding the relevant Fund-Benchmark Calculation Date (t);

"**p**" and "**q**" means integer numbers representing each number from and including 1 to and including P;

"**ln [x]**" denotes the natural logarithm of x.

The degree of variation (volatility) is estimated on any day that is a Fund-Benchmark Calculation Date and a Calculation Date using the daily returns of the Fund-Benchmark for the most recent [*Insert number of days*] Fund-Benchmark Calculation Dates and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the Fund-Benchmark Reference Price of the Fund-Benchmark between two consecutive Fund-Benchmark Calculation Dates in each case.]]

The Calculation Agent is under no obligation to monitor whether or not one of the events referred to above has occurred.]

[In the case of an **ETF** as Underlying, the following applies:

"**Adjustment Event**" means, with respect to [the] [an] [Exchange Traded Fund] [as] Underlying [A] [B], each of the following events:

- (a) changes are made in one of the Fund Documents without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the



- currency of the Fund Shares, (iv) the method of calculating the NAV or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) requests for the issue or purchase, redemption or sale or transfer of Fund Shares are executed only partially or not at all;
  - (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
  - (d) the Fund or the Management Company or a provider of fund services appointed for this purpose by the Fund or the Management Company fails to publish the NAV as scheduled or in accordance with normal practice or as specified in the Fund Documents[ for more than [*Insert number of Banking Days*] consecutive Banking Days];
  - (e) a change in the legal form of the Fund;
  - (f) the quotation of the Underlying [A] [B] at the Relevant Exchange is finally ceased and no Substitute Relevant Exchange could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
  - (g) a change of significant individuals in key positions at the Management Company or in the Fund Management; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
  - (h) an early termination performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying [A] [B];
  - (i) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund or of the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund by the relevant authority; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or an order by a competent authority relating to the activities of the Fund, the Management Company or a Fund Services Provider, or of individuals in key positions at the Management Company or in the Fund Management as a result of misconduct, a violation of the law or for similar reasons; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
  - (j) a breach by the Fund or the Management Company of the investment objectives, the investment strategy or the investment restrictions of the Fund (as defined in the Fund Documents) that is material, or a breach of statutory or regulatory requirements by the Fund or the Management Company; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

- (k) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Issuer, in relation to the subscription, redemption or holding of Fund Shares, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Issuer with respect to complying with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (l) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) as a result of which compliance by the Issuer with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities would become unlawful or impracticable or would entail substantially higher costs; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (m) an increase in the proportion of the volume held by the Issuer alone or together with a third party with which the Issuer enters into a hedging transaction with respect to the Securities beyond [*Insert relevant percentage*]% of the Fund Shares outstanding [due to reasons for which the Issuer is not solely responsible];
- (n) the Issuer is required to consolidate the Fund as a result of accounting or other regulations;
- (o) the sale or redemption of the Fund Shares for reasons beyond the control of the Issuer and not relating to the Securities, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (p) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares or of the redemption of existing Fund Shares or (ii) the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares or (iv) payments in respect of a redemption of Fund Shares being made partly or wholly by means of a distribution in kind instead of for cash or (v) the creation of side pockets for segregated assets; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (q) the Management Company or a Fund Services Provider discontinues its services for the Fund or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another services provider which is of similarly good standing; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (r) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;

- (s) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
- (t) the Issuer loses the right to use the Fund Share as an Underlying for the Securities [due to reasons for which the Issuer is not solely responsible];
- (u) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (v) a change or the cancellation or the announced cancellation of the notification of the bases of taxation for the Fund in accordance with the applicable provisions of the German Investment Tax Act (*Investmentsteuergesetz, "InvStG"*) and such change or cancellation would have a negative consequence for the Issuer; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (w) changes in the investment or distribution policy of the Fund which could have a substantial negative effect on the amount of the Fund's distributions as well as distributions which diverge significantly from the Fund's normal distribution policy to date; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (x) the Fund or the Management Company or a company affiliated to it breaches the rebate or any other agreement entered into with the Issuer in relation to the Fund in a significant respect (e.g. lowering of rebate levels or non-payment of agreed rebates) or terminates that agreement; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (y) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (z) the Fund or the Management Company fails to provide the Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (aa) any other event that could have a noticeable adverse effect on the NAV of the Fund or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (bb) the NAV is no longer published in the [relevant] Underlying Currency,

- (cc) starting 31 December 2018, the Issuer does not receive with respect to [each Calculation Date] [at least for one Calculation Date in each calendar month] a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the [next following] [within five] Banking Day[s] [(each a "**Fund Replacement Event**")];[.]
- [(dd) a Hedging Disruption occurs];[.]
- [( [ ) [the historic Volatility of the Underlying [A] [B] exceeds a volatility level of [Insert]%.] [the historic Volatility of the Underlying [A] [B] exceeds the historic Volatility of the Fund-Benchmark on a day that is a Calculation Date and a Fund-Benchmark Calculation Date by more than [Insert]%.]

The "**Volatility of the Underlying [A] [B]**" is calculated on a Calculation Date [that is also a Fund-Benchmark Calculation Date] on the basis of the daily logarithmic returns of the Underlying [A] [B] over the immediately preceding [Insert number of days] Calculation Dates [that are also Fund-Benchmark Calculation Dates] in each case using the following formula:

$$\sigma(t) = \sqrt{\frac{\sum_{p=1}^P \left[ \ln \left[ \frac{\text{NAV}(t-p)}{\text{NAV}(t-p-1)} \right] \right]^2 + \frac{1}{P} \times \left( \sum_{q=1}^P \ln \left[ \frac{\text{NAV}(t-q)}{\text{NAV}(t-q-1)} \right] \right)^2}{P-1}} \times \frac{1}{\sqrt{252}}$$

Where:

"t" is the relevant Calculation Date;

"P" is [Insert number of days];

"NAV (t-k)" (with k = p, q) is the NAV of the Underlying [A] [B] on the k-th Calculation Date preceding the relevant Calculation Date (t);

"p" and "q" means integer numbers representing each number from and including 1 to and including P;

"ln [x]" denotes the natural logarithm of x.

The degree of variation (volatility) is estimated on a relevant Calculation Date [that is also a Fund-Benchmark Calculation Date] using the daily returns of the Underlying [A] [B] for the most recent [Insert number of days] Calculation Dates [that are also Fund-Benchmark Calculation Dates] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV between two consecutive Calculation Dates [that are also Fund-Benchmark Calculation Dates] in each case. [The respective volatility determined using this method may not exceed a volatility level of [Insert]%.]

[The "**Volatility of the Fund-Benchmark**" is calculated on any day that is a Fund-Benchmark Calculation Date and a Calculation Date on the basis of the daily logarithmic returns of the Fund-Benchmark over the immediately preceding [Insert number of days] Fund-Benchmark Calculation Dates which are also Calculation Dates in each case using the following formula:

$$\sigma(t) = \sqrt{\frac{\sum_{p=1}^P \left[ \ln \left[ \frac{\text{BRP}(t-p)}{\text{BRP}(t-p-1)} \right] \right]^2 + \frac{1}{P} \times \left( \sum_{q=1}^P \ln \left[ \frac{\text{BRP}(t-q)}{\text{BRP}(t-q-1)} \right] \right)^2}{P-1}} \times \frac{1}{\sqrt{252}}$$

Where:

"t" is the relevant Fund-Benchmark Calculation Date which is also a Calculation Date;

"P" is [Insert number of days];

"**BRP (t-k)**" (with  $k = p, q$ ) is the Fund-Benchmark Reference Price on the k-th day that is a Calculation Date and a Fund-Benchmark Calculation Date preceding the relevant Fund-Benchmark Calculation Date (t);

"**p**" and "**q**" means integer numbers representing each number from and including 1 to and including P;

"**ln [x]**" denotes the natural logarithm of  $x$ .

The degree of variation (volatility) is estimated on any day that is a Fund-Benchmark Calculation Date and a Calculation Date using the daily returns of the Fund-Benchmark for the most recent [*Insert number of days*] Fund-Benchmark Calculation Dates and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the Fund-Benchmark Reference Price between two consecutive Fund-Benchmark Calculation Dates in each case.]]

[The Calculation Agent is under no obligation to monitor whether or not one of the events referred to above has occurred.]]

"**Administrator**" means, with respect to [the] [an] Underlying [A] [B], [the Administrator [specified in § 2 of the Product and Underlying Data][as specified in the Fund Documents][of the Fund]. If the Fund or the Management Company appoints another person, company or institution as the administrator of the Fund each and every reference to the Administrator in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Administrator.] [a person, company or institution appointed according to the Fund Documents for the purpose of administrative services to the Fund.]]

"**Aggregate Nominal Amount**" means the Aggregate Nominal Amount of the series as specified in § 1 of the Product and Underlying Data.

"**Auditor**" means, with respect to [the] [an] Underlying [A] [B], [the Auditor [specified in § 2 of the Product and Underlying Data][as specified in the Fund Documents][of the Fund]. If the Fund or the Management Company specifies another person, company or institution as the auditor of the Fund, each and every reference to the Auditor in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Auditor.] [a person, company or institution appointed according to the Fund Documents for the purpose of auditing the Fund in connection with the annual report.]]

"**B (t<sub>i</sub>)**" means the Reference Price of the Underlying B on the Strategy Calculation Date<sub>i</sub>.

"**B (t<sub>i-1</sub>)**" means in relation to a Strategy Calculation Date<sub>i</sub> the Reference Price of the Underlying B for the Strategy Calculation Date<sub>i-1</sub>.]

"**Banking Day**" means each day (other than a Saturday or Sunday) on which the Clearing System [and the Trans-European Automated Real-time Gross settlement Express Transfer-System (TARGET2) ("**TARGET2**") are open for business] [is open for business and commercial banks and foreign exchange markets settle payments in the Banking Day Financial Centre].

"**Banking Day Financial Centre**" means the Banking Day Financial Centre as specified in § 1 of the Product and Underlying Data.]

"**Calculation Agent**" means the Calculation Agent as specified in § 2 (2) of the General Conditions.

"**Calculation Currency**" means the Calculation Currency as specified in § 1 of the Product and Underlying Data.

"**Calculation Date**" means each day on which the Reference Price for the Underlying A [and the Underlying B] is [scheduled to be] published by the [Relevant Exchange] [Index Sponsor or Index Calculation Agent] [Reference Market] [,] [Fund or Management Company].

"**Calculation Date for Strategy Reference Rate**" means each day on which the Strategy Reference Rate is scheduled to be published on the Screen Page for the Strategy Reference Rate.]

"**Change in Law**" means that due to

- (a) the adoption of or any changes in laws or regulations (including but not limited to tax laws or capital market regulations) or
- (b) a change in relevant case law or administrative practice (including but not limited to the administrative practice of the tax or financial supervisory authorities),

*[in the case of Securities governed by German law, insert:* in the reasonable discretion (§ 315 et seq. BGB) of the Issuer] *[in the case of Securities governed by Italian law, insert:* as determined by the Issuer acting in accordance with relevant market practice and in good faith]

- [(a)] the holding, acquisition or sale of an Underlying or of assets that are needed in order to hedge price risks or other risks with respect to its obligations under the Securities is or becomes wholly or partially illegal for the Issuer, [or
- (b) the costs associated with the obligations under the Securities have increased substantially (including but not limited to an increase in tax obligations, the reduction of tax benefits or other negative consequences with regard to tax treatment),]

if such changes become effective on or after the First Trade Date of the Securities.]

**"Clearance System"** means, with respect to the Underlying A, the principal domestic clearance system customarily used for settling trades with respect to the [securities that form the basis of the] Underlying A ; such system shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] *[in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

**"Clearance System"** means, with respect to [the] [an] Underlying [A] [B], the principal domestic clearance system customarily used for settling subscriptions or redemptions of Fund Shares; such system shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] *[in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

**"Clearance System Business Day"** means, with respect to the Clearance System, any day (other than a Saturday or Sunday) on which such Clearance System is open for the acceptance and execution of settlement instructions.]

*[In the case of Securities with CBF as Clearing System, the following applies:*

**"Clearing System"** means Clearstream Banking AG, Frankfurt am Main ("**CBF**").]

*[In the case of Securities with Monte Titoli as Clearing System, the following applies:*

**"Clearing System"** means Monte Titoli S.p.A., Milan, Italy ("**Monte Titoli**").]

*[In the case of Securities with CBL and Euroclear Bank as Clearing System, the following applies:*

**"Clearing System"** means Clearstream Banking S.A., Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**") (CBL and Euroclear are individually referred to as an "**ICSD**" (International Central Securities Depository) and, collectively, the "**ICSDs**").]

*[In the case of Securities with another Clearing System, the following applies:*

**"Clearing System"** means *[Insert other Clearing System(s)].*

**"Commodity Conversion Event"** means, with respect to Underlying A, each of the following:

- (a) no suitable Replacement Reference Market is available or could be determined; whether this is the case shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] *[in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];

- (c) the Underlying A is no longer calculated or published in the [relevant] Underlying Currency[;
- (d) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

"**Conversion Event**" means, with respect to the Underlying A, [Share Conversion Event] [Index Conversion Event] [Commodity Conversion Event] [Fund Conversion Event] [and, with respect to Underlying B, a Fund Conversion Event].

"**Custodian Bank**" means, with respect to [the] [an] Underlying [A] [B], [the Custodian Bank [specified in § 2 of the Product and Underlying Data][as specified in the Fund Documents][of the Fund]. If the Fund or the Management Company specifies another person, company or institution as the custodian bank of the Fund, each and every reference to the Custodian Bank in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Custodian Bank.] [a person, company or institution acting as custodian of the Fund's assets according to the Fund Documents.]]

"**D (m)**" means the denominator attributed to the respective Observation Date (m) as specified in § 1 of the Product and Underlying Data.

"**Days<sub>i-1,i</sub>**" means in relation to a Strategy Calculation Date; the number of calendar days from and including the Strategy Calculation Date<sub>i-1</sub> to but excluding the Strategy Calculation Date<sub>i</sub>.

"**Designated Maturity for the Strategy Reference Rate**" means the Designated Maturity for the Strategy Reference Rate as specified in § 1 of the Product and Underlying Data.]

[In the case of a **Financial Index** as Underlying A, the following applies:

"**Determining Futures Exchange**" means, with respect to the Underlying A, the futures exchange, on which derivatives of the Underlying A or – if derivatives on the Underlying A are not traded – of its components (the "**Derivatives**") are most liquidly traded; such futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].

In the case of a material change in the market conditions at the Determining Futures Exchange, such as a final discontinuation of derivatives' quotation linked to the Underlying A or to its components at the Determining Futures Exchange or a considerably restricted number or liquidity, it shall be substituted as the Determining Futures Exchange by another futures exchange that offers satisfactorily liquid trading in the Derivatives (the "**Substitute Futures Exchange**"); such futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. In this case, any reference to the Determining Futures Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Futures Exchange.]

[In the case of a **Share** or an **ETF** as Underlying, the following applies:

"**Determining Futures Exchange**" means, with respect to [the] [an] Underlying [A] [B], the futures exchange, on which derivatives of the Underlying [A] [B] (the "**Derivatives**") are most liquidly traded; such futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].

In the case of a material change in the market conditions at the Determining Futures Exchange, such as a final discontinuation of derivatives' quotation linked to the Underlying [A] [B] at the Determining Futures Exchange or a considerably restricted number or liquidity, it shall be substituted as the Determining Futures Exchange by another futures exchange that offers satisfactorily liquid trading in the Derivatives (the "**Substitute Futures Exchange**"); such futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. In this case, any reference to the Determining Futures Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Futures Exchange.]

"**DW<sub>i</sub>**" means the Dynamic Weight in relation to the Strategy Calculation Date<sub>i</sub>.

"**DW<sub>i-1</sub>**" means in relation to the Strategy Calculation Date<sub>i</sub> the Dynamic Weight for Strategy Calculation Date<sub>i-1</sub>.

"**Dynamic Weight**" means the Dynamic Weight as calculated or specified pursuant to § 2 (4) of the Special Conditions.

[In the case of an **ETF** as Underlying the following applies:

"**Exchange Traded Fund**" means a Fund specified as Exchange Traded Fund in § 2 of the Product and Underlying Data.]

["**Fee<sub>TVL</sub>**" means the Fee<sub>TVL</sub> as specified in § 1 of the Product and Underlying Data. [The Calculation Agent has the right to increase or decrease the Fee<sub>TVL</sub> [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:*, acting in accordance with relevant market practice and in good faith,] within the Maximum Permissible Value Range for Fee<sub>TVL</sub> on any Strategy Calculation Date. Upon an increase or decrease of Fee<sub>TVL</sub>, the modified Fee<sub>TVL</sub> shall be deemed to be applicable for the first time in relation to the immediately following Strategy Calculation Date.]]

["**Fee<sub>Strat</sub>**" means the Fee<sub>Strat</sub> as specified in § 1 of the Product and Underlying Data. [The Calculation Agent has the right to increase or decrease the Fee<sub>Strat</sub> [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:*, acting in accordance with relevant market practice and in good faith,] within the Maximum Permissible Value Range for Fee<sub>Strat</sub> on any Strategy Calculation Date. Upon an increase or decrease of Fee<sub>Strat</sub>, the modified Fee<sub>Strat</sub> shall be deemed to be applicable for the first time in relation to the immediately following Strategy Calculation Date.]]

["**Fee<sub>ULA</sub>**" means the Fee<sub>ULA</sub> as specified in § 1 of the Product and Underlying Data. [The Calculation Agent has the right to increase or decrease the Fee<sub>ULA</sub> [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:*, acting in accordance with relevant market practice and in good faith,] within the Maximum Permissible Value Range for Fee<sub>ULA</sub> on any Strategy Calculation Date. Upon an increase or decrease of Fee<sub>ULA</sub>, the modified Fee<sub>ULA</sub> shall be deemed to be applicable for the first time in relation to the immediately following Strategy Calculation Date.]]

["**Fee<sub>ULB</sub>**" means the Fee<sub>ULB</sub> as specified in § 1 of the Product and Underlying Data. [The Calculation Agent has the right to increase or decrease the Fee<sub>ULB</sub> [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:*, acting in accordance with relevant market practice and in good faith,] within the Maximum Permissible Value Range for Fee<sub>ULB</sub> on any Strategy Calculation Date. Upon an increase or decrease of Fee<sub>ULB</sub>, the modified Fee<sub>ULB</sub> shall be deemed to be applicable for the first time in relation to the immediately following Strategy Calculation Date.]]

"**First Strategy Calculation Date**" means the Initial Observation Date.



"**First Trade Date**" means the First Trade Date as specified in § 1 of the Product and Underlying Data.

["**Fund**" means, in relation to a Fund Share, the investment fund issuing that Fund Share or the fund in whose assets the Fund Share represents a proportional interest.]

["**Fund-Benchmark**" means, with respect to [the] [an] Underlying [A] [B], the index as specified in § 1 of the Product and Underlying Data.

"**Fund-Benchmark Calculation Date**" means, with respect to [the] [a] Fund-Benchmark, each day on which the Fund-Benchmark Reference Price is calculated and published by the Fund-Benchmark Sponsor.

"**Fund-Benchmark Reference Price**" means, with respect to [the] [a] Fund-Benchmark, the closing price of the Fund-Benchmark.

"**Fund-Benchmark Sponsor**" means, with respect to [the] [a] Fund-Benchmark,] the Fund-Benchmark Sponsor as specified in § 1 of the Product and Underlying Data.

"**Fund-Benchmark Replacement Event**" means, with respect to [the] [a] Fund-Benchmark,

- (a) any change in the relevant index concept or the calculation of the Fund-Benchmark, that [*in the case of Securities governed by German law, insert:* in the reasonable discretion (§ 315 et seq. BGB) of the Calculation Agent] [*in the case of Securities governed by Italian law, insert:* as determined by the Calculation Agent acting in accordance with relevant market practice and in good faith] result in a new relevant index concept or calculation of the Fund-Benchmark being no longer economically equivalent to the original relevant index concept or the original calculation of the Fund-Benchmark;
- (b) the calculation or publication of the Fund-Benchmark is finally discontinued, or replaced by another index (the "**Fund-Benchmark Replacement Event**");
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Fund-Benchmark as basis for any calculation or specifications described in these Terms and Conditions;
- (d) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Fund-Benchmark.

In cases of a Fund-Benchmark Replacement Event the Calculation Agent is entitled to determine [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith], which index should be used in the future as a Fund-Benchmark (the "**Replacement Fund-Benchmark**"). The Replacement Fund-Benchmark will be published in accordance with § 6 of the General Conditions. Any reference to the replaced Fund-Benchmark in these Terms and Conditions shall be deemed to refer to the Replacement Fund-Benchmark.

If the Fund-Benchmark is no longer determined by the Fund-Benchmark Sponsor but rather by another person, company or institution (the "**New Fund-Benchmark Sponsor**"), then any calculation described in these Terms and Conditions shall occur on the basis of the Fund-Benchmark as determined by the New Fund-Benchmark Sponsor. In this case, any reference to the replaced Fund-Benchmark Sponsor in these Terms and Conditions shall be deemed to refer to the New Benchmark Sponsor.]

["**Fund Conversion Event**" means, with respect to [the] [an] Underlying [A] [B], each of the following events:

- (a) no Replacement Underlying is available in case of a Fund Replacement Event; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

- (b) no Replacement Management Company is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (c) a Change in Law [and/or Hedging Disruption] [and/or Increased Costs of Hedging] occur[s].]

["**Fund Documents**"] means, in relation to a Fund, in each case, if available and in the respective valid version: the annual report, the half-yearly report, the sales prospectus, the terms and conditions of the Fund, as well as, if applicable, the articles of association, the key investor information document and all other documents of the Fund in which the terms and conditions of the Fund and of the Fund Shares are specified.]

["**Fund Management**"] means, with respect to [the] [an] Underlying [A] [B], the persons responsible for the portfolio and/or the risk management of the Fund.]

["**Fund Replacement Event**"] means, with respect to [the] [an] Underlying [A] [B], an event where an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not justifiable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

["**Fund Services Provider**"] means, with respect to [the] [an] Underlying [A] [B] and if available, the Administrator, the Investment Adviser, the Custodian Bank, the Management Company, the Portfolio Manager and the Auditor [of the Fund].]

["**Fund Share**"] means, with respect to [the] [an] Underlying [A] [B], a unit or share of the Fund and of the class set out in the "Underlying" column in § 1 of the Product and Underlying Data.]

["**Hedging Disruption**"] means that the Issuer[, due to reasons for which the Issuer is not solely responsible,] is not able, under conditions which are substantially the same in financial terms as those applying on the First Trade Date for the Securities, to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets;

whether this is the case shall be determined by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

["**Increased Costs of Hedging**"] means that the Issuer has to pay a substantially higher amount of taxes, duties, expenditures and fees (with the exception of broker fees) compared to the First Trade Date in order to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

whether this is the case shall be determined by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Cost increases due to a deterioration of the credit-worthiness of the Issuer [or other reasons for which the Issuer is solely responsible] are not considered as Increased Costs of Hedging.]

**"Registered Benchmark Administrator<sub>[i]</sub>"** means that the [Underlying][Basket Component<sub>[i]</sub>] is administered by an administrator who is registered in a register pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark-Regulation**"), as specified in § 2 of the Product and Underlying Data.]

**"Index Calculation Agent"** means the Index Calculation Agent as specified in § 2 of the Product and Underlying Data.]

**"Index Conversion Event"** means, with respect to the Underlying A, each of the following events:

- (a) no suitable Replacement Underlying is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (c) the Underlying A is no longer calculated or published in the [relevant] Underlying Currency[;];
- (d) no suitable substitute for the Index Sponsor and/or the Index Calculation Agent is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (e) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

**"Index Sponsor"** means the Index Sponsor as specified in § 2 of the Product and Underlying Data.]

**"Investment Adviser"** means, with respect to [the] [an] Underlying [A] [B], [the Investment Adviser [specified in § 2 of the Product and Underlying Data][as specified in the Fund Documents][of the Fund]. If the Fund or the Management Company specifies another person, company or institution as the investment adviser of the Fund, each and every reference to the Investment Adviser in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Investment Adviser.] [a person, company or institution appointed according to the Fund Documents as an adviser with respect to the investment activities of the Fund.]]

**"Issue Date"** means the Issue Date as specified in § 1 of the Product and Underlying Data.

**"Issuing Agent"** means the Issuing Agent as specified in § 1 of the Product and Underlying Data.]

**"j"** means an integer number representing each number from and including the number 1 to and including VOPL.

**"Last Strategy Calculation Date"** means the Final Observation Date.

**"Length of the Volatility Observation Period"** means the Length of the Volatility Observation Period as specified in § 1 of the Product and Underlying Data.

**"Level of the Strategy"** means the Level of the Strategy as calculated or specified pursuant to § 2 (3) of the Special Conditions

"Ln ( )" means the natural logarithm of the base in brackets.

"LnPerf<sub>i-VOPO-VOPL+j</sub>" means in relation to a VOP Calculation Date<sub>i-VOPO-VOPL+j</sub> the log return calculated according to the following formula:

$$\text{Ln} ( A (t_{i-VOPO-VOPL+j}) / A (t_{i-VOPO-VOPL+j-1}) ).$$

"**Management Company**" means, with respect to [the] [an] Underlying [A] [B], [the Management Company [specified in § 2 of the Product and Underlying Data] [as specified in the Fund Documents] [of the Fund]. If the Fund specifies another person, company or institution as the management company of the Fund, each and every reference to the Management Company in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Management Company.] [a person, company or institution that manages the Fund according to the Fund Documents.]]

[In the case of a **Share** as Underlying A, the following applies:

"**Market Disruption Event**" means, with respect to the Underlying A, each of the following events:

- (a) the failure of the Relevant Exchange to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the Underlying A on the Relevant Exchange;
- (c) in general the suspension or restriction of trading in a Derivative of the Underlying A on the Determining Futures Exchange;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price which is relevant for the Securities and continues at the point in time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of a **Financial Index** as Underlying A, the following applies:

"**Market Disruption Event**" means, with respect to the Underlying A, each of the following events:

- (a) in general the suspension or restriction of trading on the exchanges or the markets on which the [securities that form the basis of the Underlying A][components of the Underlying A] are listed or traded, or on the respective futures exchanges or on the markets on which Derivatives of the Underlying A are listed or traded;
- (b) in relation to [individual securities which form the basis of the Underlying A][components of the Underlying A], the suspension or restriction of trading on the exchanges or on the markets on which such [securities][components] are traded or on the respective futures exchange or the markets on which derivatives of such [securities][components] are traded;
- (c) in relation to individual Derivatives of the Underlying A, the suspension or restriction of trading on the futures exchanges or the markets on which such derivatives are traded;
- (d) the suspension of or failure or the non-publication of the calculation of the Underlying A as a result of a decision by the Index Sponsor or the Index Calculation Agent;

[to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price, which is relevant for the Securities, and continues at the point in time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law,*

*insert*: acting in accordance with relevant market practice and in good faith].] [to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert*: in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert*: acting in accordance with relevant market practice and in good faith].] Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of a **Commodity** as Underlying A, the following applies:

"**Market Disruption Event**" means, with respect to the Underlying A, each of the following events:

- (a) the suspension or the restriction of trading or the price determination of the Underlying A on the Reference Market or
- (b) the suspension or restriction of trading in a Derivative of the Underlying A on the Determining Futures Exchange

to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert*: in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert*: acting in accordance with relevant market practice and in good faith]. Any restriction of the trading hours or the number of days on which trading takes place on the Reference Market or, as the case may be, the Determining Futures Exchange shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Reference Market or, as the case may be, the Determining Futures Exchange.]

[In the case of a **Fund other than an ETF** as Underlying, the following applies:

"**Market Disruption Event**" means, with respect to [the] [an] [a] [Fund Share or [the] [a] Fund] [other than an Exchange Traded Fund] [as] Underlying [A] [B], each of the following events:

- (a) the failure to calculate or the non-publication of the calculation of the NAV as a result of a decision by the Management Company or by the Fund Services Provider on behalf of the Management Company,
- (b) the closure, conversion or insolvency of the Underlying [A] [B] or other circumstances which make it impossible to determine the NAV, or
- (c) it is not possible to trade Fund Shares at the NAV. This also covers cases in which the Fund or the Management Company or the Fund Services Provider on their behalf decides to suspend the redemption or issue of the Fund Shares for a specified period or to restrict the redemption or issue of the Fund Shares to a specified portion of the volume of the Fund or to levy additional fees, or
- (d) the Fund or the Management Company redeems the Fund Shares in return for payment in kind instead of payment in cash, or
- (e) comparable events which affect the ability of the Issuer to hedge its obligations under the Securities, or
- (f) in general the suspension or restriction of trading on exchanges, futures exchanges or markets on which financial instruments or currencies which constitute a significant factor affecting the value of the Fund are listed or traded,

to the extent that that event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert*: in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert*: acting in accordance with relevant market practice and in good faith].]

[In the case of an **ETF** as Underlying the following applies:

**"Market Disruption Event"** means, with respect to [the] [an] [Exchange Traded Fund] [as] [Underlying [A] [B]], each of the following events:

- (a) the failure of the Relevant Exchange to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the Underlying [A] [B] on the Relevant Exchange;
- (c) in general the suspension or restriction of trading in a Derivative of the Underlying [A] [B] on the Determining Futures Exchange;
- [(d) the failure to calculate or the non-publication of the calculation of the NAV as a result of a decision by the Management Company or by the Fund Services Provider on behalf of the Management Company;]

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price which is relevant for the Securities and continues at the point in time of the normal calculation and is material [(with exception of (d) for which the time at which the NAV is usually published should be the relevant point in time)]; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

**"Final Payment Date"** means the Final Payment Date as specified in § 1 of the Product and Underlying Data.

**["Maximum Additional Amount (m)"]** means the Maximum Additional Amount (m) attributed to the respective Observation Date (m) as specified in § 1 of the Product and Underlying Data.]

**["Maximum Permissible Value Range for Fee<sub>TVL</sub>"]** means the Maximum Permissible Value Range for Fee<sub>TVL</sub> as specified in § 1 of the Product and Underlying Data.]

**["Maximum Permissible Value Range for Fee<sub>Strat</sub>"]** means the Maximum Permissible Value Range for Fee<sub>Strat</sub> as specified in § 1 of the Product and Underlying Data.]

**["Maximum Permissible Value Range for Fee<sub>ULA</sub>"]** means the Maximum Permissible Value Range for Fee<sub>ULA</sub> as specified in § 1 of the Product and Underlying Data.]

**["Maximum Permissible Value Range for Fee<sub>ULB</sub>"]** means the Maximum Permissible Value Range for Fee<sub>ULB</sub> as specified in § 1 of the Product and Underlying Data.]

**"Maximum Weight"** means the Maximum Weight as specified in § 1 of the Product and Underlying Data.

**["Minimum Additional Amount (m)"]** means the Minimum Additional Amount (m) attributed to the respective Observation Date (m) as specified in § 1 of the Product and Underlying Data.]

**"Minimum Amount"** means the Minimum Amount as specified in § 1 of the Product and Underlying Data.

**"Minimum Weight"** means the Minimum Weight as specified in § 1 of the Product and Underlying Data.

**["NAV"]** means the official net asset value for a Fund Share as published by the Fund or the Management Company or by a third person on their behalf and at which it is actually possible to redeem the Fund Shares.]

**"Nominal Amount"** means the Nominal Amount as specified in § 1 of the Product and Underlying Data.

**"Observation Date"** means each of the following Observation Dates:

**"Initial Observation Date"** means [each of] the Initial Observation Date[s] as specified in § 1 of the Product and Underlying Data. If [the] [a] Initial Observation Date is not a Calculation Date, the immediately following Calculation Date shall be the [respective] Initial Observation Date.

**"Observation Date (m)"** means the Observation Date (m) as specified in § 1 of the Product and Underlying Data. If an Observation Date (m) is not a Calculation Date, the immediately following Calculation Date shall be the respective Observation Date (m). The respective Additional Amount Payment Date (m) shall be postponed accordingly. No interest shall become due because of such postponement.

**"Final Observation Date"** means the last Observation Date (m). If such date is not a Calculation Date, the immediately following Calculation Date shall be the Final Observation Date. The Final Payment Date shall be postponed accordingly. No interest shall become due because of such postponement.

**"Offset of the Volatility Observation Period"** means the Offset of the Volatility Observation Period as specified in § 1 of the Product and Underlying Data.

*[In the case of Securities with an early redemption at the option of the Issuer, the following applies:*

**"Optional Redemption Amount"** means the [Optional Redemption Amount as specified in § 1 of the Product and Underlying Data] [Nominal Amount] [Minimum Amount].

**"Optional Redemption Date"** means [each of] the Optional Redemption Date[s] as specified in § 1 of the Product and Underlying Data.]]

**"Participation Factor"** means the Participation Factor as specified in § 1 of the Product and Underlying Data.

**"Performance of the Strategy (m)"** means in relation to an Observation Date (m) the result of the quotient of S (m), as the numerator, and S (initial), as the denominator.

**"Portfolio Manager"** means, with respect to [the] [an] Underlying [A] [B], [the Portfolio Manager [specified in § 2 of the Product and Underlying Data] [as specified in the Fund Documents][of the Fund]. If the Fund or the Management Company specifies another person, company or institution as the portfolio manager of the Fund, each and every reference to the Portfolio Manager in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Portfolio Manager.] [a person, company or institution appointed according to the Fund Documents as a portfolio manager with respect to the investment activities of the Fund.]]

**"Principal Paying Agent"** means the Principal Paying Agent as specified in § 1 of the Product and Underlying Data.

**"Rate<sub>i-1</sub>"** means in relation to a Strategy Calculation Date<sub>i</sub> the Strategy Reference Rate determined on the Strategy Reference Rate Reset Date that is associated with the Strategy Calculation Date<sub>i-1</sub>.]

**"Record Date"** means the Record Date as specified in § 1 of the Product and Underlying Data. On the Record Date the Clearing System determines the payment of the Additional Amount (m) vis-à-vis the Security Holders.

**"Redemption Amount"** means the Redemption Amount as calculated or specified by the Calculation Agent pursuant to § 4 (1) of the Special Conditions.

**"Reference Market"** means the Reference Market as specified in § 2 of the Product and Underlying Data.]

**"Reference Price"** means, with respect to [the] [an] Underlying [A] [B], the Reference Price as specified in § 1 of the Product and Underlying Data.

*[In the case of a Share or an ETF as Underlying, the following applies:*

**"Relevant Exchange"** means, with respect to [the] [an] Underlying [A] [B], the Relevant Exchange as specified in § 2 of the Product and Underlying Data.

In the case of a material change in the market conditions at the Relevant Exchange, such as a final discontinuation of the quotation of the Underlying [A] [B] at the Relevant Exchange and the quotation at a different stock exchange or a considerably restricted number or liquidity, the Relevant Exchange shall be substituted as the Relevant Exchange by another exchange that offers satisfactorily liquid trading in the Underlying [A] [B] (the "**Substitute Exchange**"); such exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. In this case, any reference to the Relevant Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Exchange.]

[In the case of a **Financial Index** as Underlying A, the following applies:

"**Relevant Exchange**" means , with respect to the Underlying A, the exchange on which the components of the Underlying A are most liquidly traded; such exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].

In the case of a material change in the market conditions at the Relevant Exchange, such as a final discontinuation of the quotation of the components of the Underlying A at the Relevant Exchange and the quotation at a different stock exchange or a considerably restricted number or liquidity, the Relevant Exchange shall be substituted as the Relevant Exchange by another exchange that offers satisfactorily liquid trading in the Underlying A (the "**Substitute Exchange**"); such exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. In this case, any reference to the Relevant Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Exchange.]

"**Return of Underlying A<sub>i</sub>**" means in relation to a Strategy Calculation Date<sub>i</sub> the result of the following formula:

$$[\text{Return of Underlying A}_i = (A(t_i) - A(t_{i-1})) / A(t_{i-1})]$$

$$[\text{Return of Underlying A}_i = A(t_i) / A(t_{i-1}) - 1]$$

"**Return of Underlying B<sub>i</sub>**" means [Rate<sub>i-1</sub>] [the return of Underlying B as calculated by the Calculation Agent with respect to the Strategy Calculation Date<sub>i</sub> in accordance with the following formula:

$$[\text{Return of Underlying B}_i = (B(t_i) - B(t_{i-1})) / B(t_{i-1})]$$

$$[\text{Return of Underlying B}_i = B(t_i) / B(t_{i-1}) - 1]$$

["**S (initial)**" means the Start Level of the Strategy.]

["**S (initial)**" means Level of the Target Vol Strategy on the Initial Observation Date.]

["**S (initial)**" means the equally weighted average (arithmetic average) of the Levels of the Strategy on the Initial Observation Dates.]

"**S (m)**" means the Level of the Strategy on the Observation Date (m).

["**Screen Page for the Strategy Reference Rate**" means the Screen Page for the Strategy Reference Rate and, if applicable, the corresponding heading as indicated in § 1 of the Product and Underlying Data.]

"**Security Holder**" means the holder of a Security.

["**Settlement Cycle**" means, with respect to the Underlying A, the period of Clearance System Business Days following a transaction on the [respective] Relevant Exchange in the [securities that form the basis of the] Underlying A during which period settlement will customarily take place according to the rules of such Relevant Exchange.]



["**Settlement Cycle**" means, with respect to [the] [an] Underlying [A] [B], the number of Clearance System Business Days within which the settlement of subscriptions or redemptions of Fund Shares will customarily occur according to the rules of the Clearance System.]

"**S<sub>i</sub>**" means the Level of the Strategy in relation to a Strategy Calculation Date<sub>i</sub>.

"**S<sub>i-1</sub>**" means in relation to a Strategy Calculation Date<sub>i</sub> the Level of the Strategy for Strategy Calculation Date<sub>i-1</sub>.

["**Share Conversion Event**" means, with respect to the Underlying A, each of the following events:

- (a) the quotation of the Underlying A at the Relevant Exchange is finally ceased no Substitute Exchange could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) the quotation of the Underlying A at the Relevant Exchange no longer occurs in the [relevant] Underlying Currency;
- (c) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];
- (d) an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]].]

"**Specified Currency**" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

"**Start Level of the Strategy**" means the Start Level of the Strategy as specified in § 1 of the Product and Underlying Data.

"**Strategy Calculation Date**" means each Calculation Date between the First Strategy Calculation Date and the Last Strategy Calculation Date (both included).

"**Strategy Calculation Date<sub>i</sub>**" means the Strategy Calculation Date that corresponds to the i-th Calculation Date after the First Strategy Calculation Date.

"**Strategy Calculation Date<sub>i-1</sub>**" means the Strategy Calculation Date immediately preceding the Strategy Calculation Date<sub>i</sub>.

["**Strategy Reference Rate**" means in relation to a Strategy Calculation Date the offered rate (expressed as a percentage per annum) for deposits in the Calculation Currency with a term corresponding to the Designated Maturity for the Strategy Reference Rate displayed on the Screen Page for the Strategy Reference Rate [around 11 a.m. Brussels time] [*insert time*] on the relevant Strategy Reference Rate Reset Date. If either the Screen Page for the Strategy Reference Rate is not available or no such offered rate is displayed at the time specified, then the Calculation Agent shall either determine another [Reuters] [or] [Bloomberg] page [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] on which a comparable offered rate is displayed or determine such comparable offered rate by reference to such sources as it may select [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith,] in respect of such date. Such determinations will be published by means of a notice given in accordance with § 6 of the General Conditions.]

["**Strategy Reference Rate-Administrator**" means that the Reference Rate is administered by an administrator who is registered in a register pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark-Regulation**"), as specified in § 1 of the Product and Underlying Data.]

["**Strategy Reference Rate Reset Date**" means in relation to a Strategy Calculation Date [the [second] [*insert number*] Calculation Date immediately preceding] the Strategy Calculation Date. If such date is not a Calculation Date for the Strategy Reference Rate, the Strategy Reference Rate Reset Date shall be the immediately preceding Calculation Date for the Strategy Reference Rate that is a Calculation Date.]

"**Strike Level**" means the Strike Level as specified in § 1 of the Product and Underlying Data.

"**Target Volatility**" means the Target Volatility as specified in § 1 of the Product and Underlying Data.

"**Terms and Conditions**" means these Terms and Conditions as set out in the General Conditions (Part A), the Product and Underlying Data (Part B) and the Special Conditions (Part C).

"**Underlying A**" means the Underlying A as specified in § 1 of the Product and Underlying Data.

"**Underlying B**" means the [Underlying B as specified in § 1 of the Product and Underlying Data] [Strategy Reference Rate].

["**Underlying**" means both, the Underlying A and the Underlying B.]

"**Underlying Currency**" means [, with respect to an Underlying,] the Underlying Currency as specified in § 2 of the Product and Underlying Data.

"**Volatility Observation Period<sub>i</sub>**" means in relation to a Strategy Calculation Date<sub>i</sub> a period of the Length of the Volatility Observation Period and the last Calculation Date of this period is the Calculation Date that precedes the Strategy Calculation Date<sub>i</sub> according to the Offset of the Volatility Observation Period.

For the avoidance of doubt: The Volatility Observation Period<sub>i</sub> may encompass Calculation Dates that precede the First Strategy Calculation Date and the Initial Observation Date, respectively.

"**Volatility of the Underlying<sub>i</sub>**" means, with respect to Underlying A, the Volatility of the Underlying<sub>i</sub> as calculated or specified pursuant to § 2 (5) of the Special Conditions.

"**Vol<sub>i</sub>**" means the Volatility of the Underlying<sub>i</sub> in relation to the Strategy Calculation Date<sub>i</sub>.

"**VOP Calculation Date<sub>i-VOPO-VOPL+j</sub>**" means in relation to a Strategy Calculation Date<sub>i</sub> the Calculation Date that corresponds to the j-th Calculation Date of the Volatility Observation Period<sub>i</sub>.

"**VOPL**" means the numerical value of Calculation Dates that corresponds to the Length of the Volatility Observation Period.

"**VOPO**" means the numerical value of Calculation Dates that corresponds to the Offset of the Volatility Observation Period.

"**Website[s] for Notices**" means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

["**Website[s] of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.]

**Interest, Additional Amount, Level of the Strategy,  
Dynamic Weight, Volatility of the Underlying**

(1) The Securities do not bear interest.

(2) *Additional Amount (m):*

[If the Performance of the Strategy (m) is greater than the Strike Level, the Additional Amount (m) shall be paid on the respective Additional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions. The Additional Amount (m) is calculated according to the following formula:

$$\text{Additional Amount (m)} = \text{Nominal Amount} \times \text{Participation Factor} \times \frac{\text{Performance of the Strategy (m)} - \text{Strike Level}}{\text{D(m)}}$$

If the Performance of the Strategy (m) is less than or equal to the Strike Level, no Additional Amount (m) is paid.]

[The Additional Amount (m) shall be paid on the respective Additional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions. The Additional Amount (m) is calculated according to the following formula:

$$\text{Additional Amount (m)} = \text{Nominal Amount} \times \text{Participation Factor} \times \frac{\text{Performance of the Strategy (m)} - \text{Strike Level}}{\text{D(m)}}$$

However, the Additional Amount (m) is not less than the relevant Minimum Additional Amount (m).]

[However, the Additional Amount (m) is not greater than the Maximum Additional Amount (m).]

(3) *Level of the Strategy (S<sub>i</sub>):* The Calculation Agent shall determine or specify the Level of the Strategy as follows:

In respect of the First Strategy Calculation Date, the Level of the Strategy corresponds to the Start Level of the Strategy.

In respect of a Strategy Calculation Date<sub>i</sub> after the First Strategy Calculation Date, the Level of the Strategy is calculated according to the following formula:

$$[S_i = S_{i-1} \times (1 + DW_{i-1} \times \text{Return of Underlying } A_i + (1 - DW_{i-1}) \times \text{Return of Underlying } B_i \text{ [x Days}_{S_{i-1},i} / 360])]$$

$$[S_i = S_{i-1} \times (1 + DW_{i-1} \times \text{Return of Underlying } A_i + (1 - DW_{i-1}) \times (\text{Return of Underlying } B_i - \text{Fee}_{ULB} \text{ [x Days}_{S_{i-1},i} / 360]) \text{ [x Days}_{S_{i-1},i} / 360])]$$

$$[S_i = S_{i-1} \times (1 - \text{Fee}_{TVL} \times \text{Days}_{S_{i-1},i} / 360 + DW_{i-1} \times \text{Return of Underlying } A_i + (1 - DW_{i-1}) \times \text{Return of Underlying } B_i \text{ [x Days}_{S_{i-1},i} / 360])]$$

$$[S_i = S_{i-1} \times (1 + DW_{i-1} \times \text{Return of Underlying } A_i + (1 - DW_{i-1}) \times \text{Return of Underlying } B_i \text{ [x Days}_{S_{i-1},i} / 360]) - \text{Fees}_{Strat} \times \text{Days}_{S_{i-1},i} / 360]$$

$$[S_i = S_{i-1} \times (1 - \text{Fee}_{TVL} \times \text{Days}_{S_{i-1},i} / 360 + DW_{i-1} \times \text{Return of Underlying } A_i + (1 - DW_{i-1}) \times (\text{Return of Underlying } B_i - \text{Fee}_{ULB} \text{ [x Days}_{S_{i-1},i} / 360]) \text{ [x Days}_{S_{i-1},i} / 360])]$$

$$[S_i = S_{i-1} \times (1$$

$$\begin{aligned}
& + DW_{i-1} \times \text{Return of Underlying } A_i \\
& + (1 - DW_{i-1}) \times (\text{Return of Underlying } B_i - \text{Fee}_{ULB} [\times \text{Days}_{i-1,i} / 360]) [\times \text{Days}_{i-1,i} / 360] \\
& - \text{Fee}_{Strat} \times \text{Days}_{i-1,i} / 360]
\end{aligned}$$

$$\begin{aligned}
[S_i = S_{i-1} \times (1 \\
& + DW_{i-1} \times (\text{Return of Underlying } A_i - \text{Fee}_{ULA} \times \text{Days}_{i-1,i} / 360) \\
& + (1 - DW_{i-1}) \times \text{Return of Underlying } B_i [\times \text{Days}_{i-1,i} / 360])]
\end{aligned}$$

$$\begin{aligned}
[S_i = S_{i-1} \times (1 \\
& + DW_{i-1} \times (\text{Return of Underlying } A_i - \text{Fee}_{ULA} \times \text{Days}_{i-1,i} / 360) \\
& + (1 - DW_{i-1}) \times (\text{Return of Underlying } B_i - \text{Fee}_{ULB} [\times \text{Days}_{i-1,i} / 360]) [\times \text{Days}_{i-1,i} / 360])]
\end{aligned}$$

$$\begin{aligned}
[S_i = S_{i-1} \times (1 \\
& - \text{Fee}_{TVL} \times \text{Days}_{i-1,i} / 360 \\
& + DW_{i-1} \times (\text{Return of Underlying } A_i - \text{Fee}_{ULA} \times \text{Days}_{i-1,i} / 360) \\
& + (1 - DW_{i-1}) \times (\text{Return of Underlying } B_i - \text{Fee}_{ULB} [\times \text{Days}_{i-1,i} / 360]) [\times \text{Days}_{i-1,i} / 360])]
\end{aligned}$$

$$\begin{aligned}
[S_i = S_{i-1} \times (1 \\
& + DW_{i-1} \times (\text{Return of Underlying } A_i - \text{Fee}_{ULA} \times \text{Days}_{i-1,i} / 360) \\
& + (1 - DW_{i-1}) \times (\text{Return of Underlying } B_i - \text{Fee}_{ULB} [\times \text{Days}_{i-1,i} / 360]) [\times \text{Days}_{i-1,i} / 360]) \\
& - \text{Fee}_{Strat} \times \text{Days}_{i-1,i} / 360]
\end{aligned}$$

$$\begin{aligned}
[S_i = S_{i-1} \times (1 \\
& - \text{Fee}_{TVL} \times \text{Days}_{i-1,i} / 360 \\
& + DW_{i-1} \times (\text{Return of Underlying } A_i - \text{Fee}_{ULA} \times \text{Days}_{i-1,i} / 360) \\
& + (1 - DW_{i-1}) \times (\text{Return of Underlying } B_i - \text{Fee}_{ULB} [\times \text{Days}_{i-1,i} / 360]) [\times \text{Days}_{i-1,i} / 360]) \\
& - \text{Fee}_{Strat} \times \text{Days}_{i-1,i} / 360]
\end{aligned}$$

This means: The Level of the Strategy on each Calculation Date will be calculated by the Calculation Agent as the product of (a) the Level of the Strategy with respect to the Calculation Date immediately preceding Calculation Date and (b) the sum of (i) one, (ii) the dynamically weighted Return of Underlying A with respect to the Calculation Date and (iii) the dynamically weighted [daily fraction (Act/360) of the] Return of Underlying B. [The calculation takes into account [the Fee<sub>TVL</sub>] [,] [and] [the Fee<sub>ULA</sub>] [,] [and] [the Fee<sub>ULB</sub>] [and] [the Fee<sub>Strat</sub>] by way of deduction.]

- (4) *Dynamic Weight (DW<sub>i</sub>)*: The Calculation Agent shall calculate the Dynamic Weight in respect of a Strategy Calculation Date<sub>i</sub> according to the following formula:

$$DW_i = \frac{\text{Target Volatility}}{\text{Volatility of the Underlying}_i}$$

However, the Dynamic Weight is not less than the Minimum Weight and not greater than the Maximum Weight.

- (5) *Volatility of the Underlying<sub>i</sub> (Vol<sub>i</sub>)*: The Calculation Agent shall calculate the Volatility of the Underlying<sub>i</sub> in respect of a Strategy Calculation Date<sub>i</sub> according to the following formula:

$$Vol_i = \sqrt{\frac{\sum_{j=1}^{VOPL} (\text{LnPerf}_{i-VOPO-VOPL+j})^2}{VOPL} \times \left( \frac{1}{VOPL} \times \left( \sum_{j=1}^{VOPL} \text{LnPerf}_{i-VOPO-VOPL+j} \right)^2 \right)} \times \frac{1}{252}}$$

### § 3

#### Redemption

*Redemption:* The Securities shall be redeemed by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.

**§ 4**

**Redemption Amount**

*Redemption Amount:* The Redemption Amount corresponds to the Minimum Amount.

## Hybrid Securities

### *Hybrid Garant Cash Collect Securities*

### *Hybrid Garant Performance Securities*

### *Hybrid Garant Barrier Securities*

## [§ 1

### Definitions

"**Additional Conditional Amount (Cliquet Performance) (m)**" means, with respect to an Additional Conditional Amount Payment Date (m) the Additional Conditional Amount (Cliquet Performance) (m) as calculated or determined by the Calculation Agent pursuant to § 2 of the Special Conditions.

"**Additional Conditional Amount (Coupon) (m)**" means, with respect to an Additional Conditional Amount Payment Date (m) the Additional Conditional Amount (Coupon) (m) as specified in § 1 of the Product and Underlying Data.]

"**Additional Conditional Amount Payment Date (m)**" means the Additional Conditional Amount Payment Date (m) as specified in § 1 of the Product and Underlying Data. [[Each] [The] Additional Conditional Amount Payment Date (m) shall be subject to the [Following] [Modified Following] [Preceding] Business Day Convention. [The Security Holders shall not be entitled to further interest or other payments in respect of such delay.]]

"**Additional Conditional Amount Payment Event (Cliquet Performance) (m)**" means, with respect to an Observation Date (m), that  $R_{\text{Inflation}}(m)$  is equal to or greater than the [respective]  $R_{\text{Inflation}}(m-1)$ .]

"**Additional Conditional Amount Payment Event (Coupon) (m)**" means, with respect to an Observation Date (m), that [ $R_{\text{Index}}(m)$ ] [ $R_{\text{Rate}}(m)$ ] is equal to or greater than the [respective] Additional Conditional Amount Payment Level (Coupon) (m).]

"**Additional Conditional Amount Payment Factor (Coupon) (m)**" means the respective Additional Conditional Amount Payment Factor (Coupon) (m) as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [ ] Banking Days.]]

"**Additional Conditional Amount Payment Level (Coupon) (m)**" means [the respective Additional Conditional Amount Payment Level (m) (Coupon) as specified in § 1 of the Product and Underlying Data.] [the Strike.] [the respective Additional Conditional Amount Payment Factor (Coupon) (m) multiplied by [ $R_{\text{Index}}(\text{initial})$ ] [ $R_{\text{Rate}}(\text{initial})$ ].]

"**Additional Unconditional Amount (l)**" means the Additional Unconditional Amount (l) as specified in § 1 of the Product and Underlying Data.

"**Additional Unconditional Amount Payment Date (l)**" means the Additional Unconditional Amount Payment Date (l) as specified in § 1 of the Product and Underlying Data. [[Each] [The] Additional Unconditional Amount Payment Date (l) shall be subject to the [Following] [Modified Following] [Preceding] Business Day Convention. [The Security Holders shall not be entitled to further interest or other payments in respect of such delay.]]

"**Adjustment Event**" means Inflation Adjustment Event.]

"**Adjustment Event**" means, with respect to the Financial Index, Index Adjustment Event and, with respect to the Inflation Index, Inflation Adjustment Event.]

"**Banking Day**" means each day (other than a Saturday or Sunday) on which the Clearing System [and the Trans-European Automated Real-time Gross settlement Express Transfer-System (TARGET2) ("TARGET2")] [is] [are] open for business [and commercial banks and foreign exchange markets settle payments in the Banking Day Financial Centre].

"**Banking Day Financial Centre**" means the Banking Day Financial Centre as specified in § 1 of the Product and Underlying Data.]

["**Barrier**" means [the Barrier as specified in § 1 of the Product and Underlying Data] [Barrier Level x  $R_{\text{Index}}$  (initial). [The Barrier shall be rounded up or down to [six] [four] decimals, with 0.0000[00]5 being rounded upwards.]]

["**Barrier Event**" means that  $R_{\text{Index}}$  (final) is [equal to or] lower than the Barrier.]

"**Calculation Agent**" means the Calculation Agent as specified in § 2 (2) of the General Conditions.

"**Calculation Date**" means:

- [(a) with respect to the Reference Rate, each [[TARGET] [London] Banking Day] and]
- [(a) with respect to the Financial Index, each day [on which the relevant Reference Price is [normally] published by the relevant Index Sponsor or Index Calculation Agent, as the case may be] [as scheduled by the relevant Index Sponsor or Index Calculation Agent] and]
- (b) with respect to the Inflation Index, each day [on which the [relevant] Reference Price is [normally] published by or on behalf of the [relevant] Index Sponsor] [as scheduled by the [relevant] Index Sponsor].

["**Cap Level**" means the Cap Level as specified in § 1 of the Product and Underlying Data.]

["**Change in Law**" means that due to

- (a) the coming into effect of changes in laws or regulations (including but not limited to tax laws or capital market provisions) or
- (b) a change in relevant case law or administrative practice (including but not limited to the administrative practice of the tax or financial supervisory authorities),

that becomes effective on or after the First Trade Date,

- [(a)] the holding, acquisition or sale of an Underlying or assets that are needed in order to hedge price risks or other risks with respect to its obligations under the Securities is or becomes wholly or partially illegal for the Issuer [or
- (b) the costs associated with the obligations under the Securities have increased substantially (including but not limited to an increase in tax obligations, the reduction of tax benefits or other negative consequences with regard to tax treatment)].

The decision as to whether the preconditions exist shall be made by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

[In the case of a Financial Index as Underlying, the following applies:

"**Clearance System**" means, with respect to the Financial Index, the principal domestic clearance system customarily used for settling trades with respect to the securities that form the basis of the Financial Index; such system shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].

"**Clearance System Business Day**" means, with respect to the Clearance System, any day (other than a Saturday or Sunday) on which such Clearance System is open for the acceptance and execution of settlement instructions.]

"**Clearing System**" means [Clearstream Banking AG, Frankfurt am Main ("**CBF**") [Clearstream Banking société anonyme, Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**") (CBL and Euroclear are individually referred to as an "**ICSD**" (International Central Securities Depository) and, collectively, the "**ICSDs**") [Euroclear France SA ("**Euroclear France**") [Monte Titoli S.p.A., with offices in Piazza degli Affari no. 6, Milan, Italy ("**Monte Titoli**") [Insert other Clearing System(s)].

**"Conversion Event"** means, with respect to the Inflation Index, Inflation Conversion Event [and] [, with respect to the Financial Index, Index Conversion Event] [and] [, with respect to the Reference Rate, Reference Rate Conversion Event] [,] [and] [Change in Law] [,] [and] [Hedging Disruption] [and] [Increased Cost of Hedging].

**"Designated Maturity"** means, with respect to the Reference Rate, the Designated Maturity as specified in § 1 of the Product and Underlying Data.]

**"Determining Futures Exchange"** means, with respect to the Financial Index, the [options and/or] futures exchange, on which derivatives of the Underlying or – if derivatives on the Underlying are not traded – of its components (the **"Derivatives"**) are most liquidly traded; such [options and/or] futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] [by way of notice pursuant to § 6 of the General Conditions] in accordance with such Derivative's number or liquidity].

In the case of a material change in the market conditions at the Determining Futures Exchange, such as a final discontinuation of derivatives' quotation linked to the Underlying or to its components at the Determining Futures Exchange or a considerably restricted number or liquidity, it shall be substituted as the Determining Futures Exchange by another [options and/or] futures exchange that offers satisfactorily liquid trading in the Derivatives (the **"Substitute Futures Exchange"**); such [options and/or] futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. In this case, any reference to the Determining Futures Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Futures Exchange.]

[In the case of floating rate Securities with EURIBOR as Reference Rate, the following applies:

**"Eurozone"** means the countries and territories listed in Annex of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the Euro, in its current version.]

**"Exercise Date"** means the [Final Observation Date] [the Exercise Date as specified in § 1 of the Product and Underlying Data].]

**"Expiry Date [(Data di Scadenza)]"** means the Expiry Date as specified in § 1 of the Product and Underlying Data.]

**"Final Participation Factor"** means the Final Participation Factor as specified in § 1 of the Product and Underlying Data.]

**"Final Payment Date"** means the Final Payment Date, as specified in § 1 of the Product and Underlying Data. [The Final Payment Date shall be subject to the [Following] [Modified Following] [Preceding] Business Day Convention. [The Security Holders shall not be entitled to further interest or other payments in respect of such delay.]]

**"Final Strike Level"** means the Final Strike Level as specified in § 1 of the Product and Underlying Data.]

**"Financial Index"** means the Financial Index as specified in § 1 of the Product and Underlying Data.]

**"First Trade Date"** means the First Trade Date as specified in § 1 of the Product and Underlying Data.

**"Floor Level"** means the Floor Level as specified in § 1 of the Product and Underlying Data.]

**"Following Business Day Convention"** means that if, with respect to a Payment Date, the respective Payment Date is not a Banking Day, the Security Holders shall not be entitled to payment until the next following Banking Day.]



**["Hedging Disruption"** means that the Issuer[, due to reasons for which the Issuer is not solely responsible,] is not able[, under conditions which are substantially the same in financial terms as those applying on the First Trade Date for the Securities,] to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

under conditions which are economically substantially equivalent to those on the First Trade Date; whether this is the case shall be determined by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

**["Increased Costs of Hedging"** means that the Issuer has to pay a substantially higher amount of taxes, duties, expenditures and fees (with the exception of broker fees) compared to the First Trade Date in order to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

whether this is the case shall be determined by the Issuer [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Cost increases due to a deterioration of the credit-worthiness of the Issuer [or other reasons for which the Issuer is solely responsible] are not considered as Increased Costs of Hedging.]

**["Index Calculation Agent"** means, with respect to the Financial Index, the Index Calculation Agent as specified in § 2 of the Product and Underlying Data.]

**["Index Adjustment Event"** means, with respect to the Financial Index, each of the following events:

- (a) changes in the relevant Index Concept or the calculation of the Financial Index, that result in a new relevant Index Concept or calculation of the Financial Index being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Financial Index; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) the calculation or publication of the Financial Index is finally discontinued, or replaced by another index (the "**Index Replacement Event**"); [or]
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Financial Index as a basis for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities (a "**Index Usage Event**"); an Index Usage Event is also the termination of the license to use the Financial Index due to an unacceptable increase in license fees; or
- (d) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Financial Index; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].]

**["Index Conversion Event"** means, with respect to the Financial Index, each of the following events:

- (a) no suitable Replacement Underlying is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- [(b) the Financial Index is no longer calculated or published in the Underlying Currency;]  
[or]
- [( [ ] no suitable substitute for the relevant Index Sponsor and/or Index Calculation Agent is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];] [or]
- [( [ ] an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]].]

**["Index Market Disruption Event"** means, with respect to the Financial Index, each of the following events:

- (a) in general the suspension or restriction of trading on the exchanges or the markets on which the [securities that form the basis][components] of the Financial Index are listed or traded, or on the respective futures exchanges or on the markets on which Derivatives of the Financial Index are listed or traded;
- (b) in relation to [individual securities which form the basis][components] of the Financial Index, the suspension or restriction of trading on the exchanges or on the markets on which such [securities][components] are traded or on the respective futures exchange or the markets on which derivatives of such [securities][components] are traded;
- (c) in relation to individual Derivatives of the Financial Index, the suspension or restriction of trading on the futures exchanges or the markets on which such derivatives are traded;
- (d) the suspension of or failure or the non-publication of the calculation of the Financial Index as a result of a decision by the Index Sponsor or the Index Calculation Agent;

[to the extent that such Index Market Disruption Event occurs in the last hour prior to the normal calculation of the relevant Reference Price, which is relevant for the Securities, and continues at the point in time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]] [to the extent that such Index Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]]. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute an Index Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

**["Index Sponsor"** means Index Sponsor<sub>Inflation</sub>.]

**["Index Sponsor"** means, with respect to the Inflation Index, the Index Sponsor<sub>Inflation</sub> and, with respect to the Financial Index, the Index Sponsor<sub>Index</sub>.]

**"Index Sponsor<sub>Index</sub>"** means, with respect to the Financial Index, the Index Sponsor<sub>Index</sub> as specified in § 2 of the Product and Underlying Data.]

**"Index Sponsor<sub>Inflation</sub>"** means, with respect to the Inflation Index, the Index Sponsor<sub>Inflation</sub> as specified in § 2 of the Product and Underlying Data.

**"Inflation Index"** means the Inflation Index as specified in § 1 of the Product and Underlying Data.

**"Inflation Adjustment Event"** means, with respect to the Inflation Index, each of the following events:

- (a) changes in the relevant Index Concept or the calculation of the Inflation Index, that result in a new relevant Index Concept or calculation of the Inflation Index being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Inflation Index; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) the level of the Inflation Index has not been published or announced for two consecutive months or the [relevant] Index Sponsor announces that it will no longer continue to publish or announce the level of the Inflation Index (the "**Index Replacement Event**");
- (b) the Inflation Index has been or will be rebased;
- (c) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Inflation Index; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].

**"Inflation Conversion Event"** means, with respect to the Inflation Index, each of the following events:

- (a) no suitable Replacement Underlying is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- [(b) no suitable substitute for the [relevant] Index Sponsor is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];] [or]
- [( [ ] an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]].

**"Inflation Market Disruption Event"** means, with respect to the Inflation Index, that a Reference Price which is relevant for any calculation or specification under the Securities has not been published or announced by or on behalf of the Index Sponsor by the relevant Observation Date.

**"Issue Date"** means the Issue Date as specified in § 1 of the Product and Underlying Data.

**"Issuing Agent"** means the Issuing Agent as specified in § 1 of the Product and Underlying Data.]

["**Market Disruption Event**" means Inflation Market Disruption Event.]

["**Market Disruption Event**" means, with respect to the Inflation Index, Inflation Market Disruption Event and, with respect to the Financial Index, Index Market Disruption Event.]

["**Maximum Additional Conditional Amount (m)**" means the Maximum Additional Conditional Amount (m) as specified in § 1 of the Product and Underlying Data.]

["**Maximum Amount**" means [the Maximum Amount as specified in § 1 of the Product and Underlying Data] [Nominal Amount x Cap Level].]

["**Minimum Additional Conditional Amount (m)**" means the Minimum Additional Conditional Amount (m) as specified in § 1 of the Product and Underlying Data].

"**Minimum Amount**" means [the Minimum Amount as specified in § 1 of the Product and Underlying Data] [Nominal Amount x Floor Level].

["**Modified Following Business Day Convention**" means that if, with respect to a Payment Date, the respective Payment Date is not a Banking Day, the Security Holders shall not be entitled to payment until the next following Banking Day, unless that day would fall into the next calendar month; in that case the Security Holders are entitled to payment on the immediately preceding Banking Day.]

"**Nominal Amount**" means the Nominal Amount as specified in § 1 of the Product and Underlying Data.

"**Observation Date**" means [each of the following Observation Dates]:

["**Final Observation Date**" means the Final Observation Date specified in § 1 of the Product and Underlying Data. If the Final Observation Date is not a Calculation Date, the immediately following [Banking Day] [day] which is a Calculation Date shall be the Final Observation Date. [The Final Payment Date shall be postponed correspondingly.] Interest shall not be payable due to such postponement.]

["**Initial Observation Date**" means the Initial Observation Date as specified in § 1 of the Product and Underlying Data. If the Initial Observation Date is not a Calculation Date, the immediately following [Banking Day] [day] which is a Calculation Date shall be the Initial Observation Date.]

["**Observation Date (m)**" means [each of] the Observation Date[s] (m) as specified in § 1 of the Product and Underlying Data. If [an] [the] Observation Date (m) is not a Calculation Date, the immediately following [Banking Day] [day] which is a Calculation Date shall be the [respective] Observation Date (m). The [respective] Additional Conditional Amount Payment Date (m) shall be postponed accordingly. Interest shall not be payable due to such postponement.]

[In the case of Securities with an **Early Redemption at the Option of the Issuer**, the following applies:

"**Optional Redemption Amount**" means the [Optional Redemption Amount as specified in § 1 of the Product and Underlying Data] [Nominal Amount] [Minimum Amount].

["**Optional Redemption Date**" means [each of] the Optional Redemption Date[s] as specified in § 1 of the Product and Underlying Data.]]

["**Participation Factor (m)**" means the Participation Factor (m) as specified in § 1 of the Product and Underlying Data.]

"**Payment Date**" means the due date for any payment under the Securities.

["**Performance of the Inflation Index (m)**" means the Performance of the Inflation Index (m) as calculated or specified by the Calculation Agent according to the following formula:

$$(R_{\text{Inflation}}(m) - R_{\text{Inflation}}(m-1)) / R_{\text{Inflation}}(m-1)]$$

["**Performance of the Financial Index (final)**" means the difference of (i) the quotient of  $R_{\text{Index}}(\text{final})$  as the numerator and  $R_{\text{Index}}(\text{initial})$  as the denominator and (ii) the Final Strike Level.]

["**Preceding Business Day Convention**" means that if, with respect to a Payment Date, the respective Payment Date is not a Banking Day, the Security Holders shall be entitled to payment on the immediately preceding Banking Day.]

"**Principal Paying Agent**" means the Principal Paying Agent as specified in § 2 (1) of the General Conditions.

["**R<sub>Index</sub> (final)**" means, with respect to the Financial Index and the Final Observation Date, the Reference Price on the Final Observation Date.]

["**R<sub>Index</sub> (initial)**" means, with respect to the Financial Index, R<sub>Index</sub> (initial) as specified in § 1 of the Product and Underlying Data.]

["**R<sub>Index</sub> (initial)**" means, with respect to the Financial Index, the Reference Price on the Initial Observation Date.]

["**R<sub>Index</sub> (m)**" means, with respect to the Financial Index, the Reference Price on the relevant Observation Date (m).]

["**R<sub>Inflation</sub> (initial)**" means, with respect to the Inflation Index, R<sub>Inflation</sub> (initial) as specified in § 1 of the Product and Underlying Data.]

["**R<sub>Inflation</sub> (initial)**" means, with respect to the Inflation Index and the Initial Observation Date, the Reference Price for the Reference Month (initial) [immediately preceding the relevant Observation Date (initial)].]

"**R<sub>Inflation</sub> (m)**" means, with respect to the Inflation Index and an Observation Date (m), the Reference Price for the Reference Month (m) [immediately preceding the relevant Observation Date (m)].

"**R<sub>Inflation</sub> (m-1)**" means, with respect to the Inflation Index and an Observation Date (m), the Reference Price on the Observation Date (m) immediately preceding that Observation Date (m). For R<sub>Inflation</sub> (m) (where m = 1), R<sub>Inflation</sub> (m-1) is equal to R<sub>Inflation</sub> (initial).

["**R<sub>Rate</sub> (initial)**" means, with respect to the Reference Rate, R<sub>Rate</sub> (initial) as specified in § 1 of the Product and Underlying Data.]

["**R<sub>Rate</sub> (initial)**" means, with respect to the Reference Rate and the Observation Date (initial), the value of the Reference Rate on the Initial Observation Date.]

["**R<sub>Rate</sub> (m)**" means, with respect to the Reference Rate and an Observation Date (m), the value of the Reference Rate on the relevant Observation Date (m).]

["**Record Date (l)**" means the Record Date (l) as specified in § 1 of the Product and Underlying Data. On the Record Date (l) the Clearing System determines the payment of the [respective] Additional Unconditional Amount (l) vis-à-vis the Security Holders.]

["**Record Date (m)**" means the Record Date (m) as specified in § 1 of the Product and Underlying Data. On the Record Date (m) the Clearing System determines the payment of the [respective] Additional Conditional Amount (Cliquet Performance) (m) [and/or Additional Conditional Amount (Coupon) (m)] vis-à-vis the Security Holders.]

"**Redemption Amount**" means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 4 of the Special Conditions.

["**Reference Banks**" means, with respect to the Reference Rate, [[four] [*insert*] major banks in the [Eurozone] [London] [*insert*] interbank market, which will be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) [five [ ] leading swap trader in the interbank market] [*insert other definition for Reference Banks if applicable*].]

["**Reference Month**" means, with respect to the Inflation Index, the calendar month for which the level of the Inflation Index was published, regardless of when this information is published or announced.]

"**Reference Month (initial)**" means, with respect to the Inflation Index and the Initial Observation Date, the Reference Month (initial) as specified in § 1 of the Product and Underlying Data.

"**Reference Month (m)**" means, with respect to the Inflation Index and the Observation Date (m), the Reference Month (m) as specified in § 1 of the Product and Underlying Data.

["**Reference Price**" means Reference Price<sub>Inflation</sub>.]

["**Reference Price**" means, with respect to the Inflation Index, the Reference Price<sub>Inflation</sub> and with respect to the Financial Index, the Reference Price<sub>Index</sub>.]

["**Reference Price<sub>Index</sub>**" means, with respect to the Financial Index, the Reference Price<sub>Index</sub> as specified in § 1 of the Product and Underlying Data.]

"**Reference Price<sub>Inflation</sub>**" means, with respect to the Inflation Index, the [monthly] level of the Inflation Index [with its base in [1996] [2005] [2015] [ ] [(revised)] [(unrevised)]] as published by the Index Sponsor.

[In the case of Securities with **EURIBOR** as Reference Rate, the following applies:

"**Reference Rate**" means the offer rate (expressed as per cent. per annum) for deposits in the Reference Rate Currency for the respective Designated Maturity which appears on the Screen Page as of the Reference Rate Time, on the respective Observation Date.

Subject to the occurrence of a Reference Rate Cessation Event, if the Screen Page is not available at the Reference Rate Time, or if such offer rate does not appear on the Screen Page, the Calculation Agent will

[[a)] request each of the Reference Banks in the Reference Rate Financial Centre to provide its rate at which deposits in the Reference Rate Currency are offered at the Reference Rate Time on the respective Observation Date to prime banks in the interbank market for the respective Designated Maturity in a representative amount.

If at least two of the Reference Banks provide the Calculation Agent with such quotations, the Reference Rate will be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such quotations.

If on an Observation Date only one or none of the Reference Banks provides the Calculation Agent with such quotations, the respective Reference Rate will be the arithmetic mean (rounded as described above) of the rates quoted by major banks in the Reference Rate Financial Centre, determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith], at the Reference Rate Time, on that Observation Date for loans in the Reference Rate Currency to leading European banks for the respective Designated Maturity and in a representative amount[.];]

[or, if the Reference Rate cannot be determined pursuant to (a) above or the determination procedure pursuant to (a) does no longer reflect current market practices for derivative instruments,]

[[b)] determine the Reference Rate based on the publication of the Reference Rate by an alternative authorized distributor or the Reference Rate-Administrator.

If the Calculation Agent [until [ ] [on the Observation Date]] is unable to determine the Reference Rate on the basis of the publication of the Reference Rate by an alternative authorized distributor or the Reference Rate-Administrator, the Calculation Agent will determine the Reference Rate [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)]

[in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith]. In doing so, it may in particular

- (i) use a rate for the Reference Rate formally recommended by the Reference Rate-Administrator or, alternatively, by the supervisor of the Reference Rate [or the central bank for the [Specified Currency] [Reference Rate Currency]], or in the absence thereof
- (ii) use the alternative rate for the Reference Rate implemented by a futures exchange or alternatively a central counterparty for the Reference Rate, provided that it is sufficiently representative of the Reference Rate; or in the absence thereof
- (iii) use the average value of the last Reference Rates published at the Reference Rate Time of the previous [five] [*insert different number*] [Banking Days] prior to the respective Observation Date].]

[In the case of Securities with **LIBOR** as Reference Rate, the following applies:

"**Reference Rate**" means the offer rate (expressed as per cent. per annum) for deposits in the Reference Rate Currency for the respective Designated Maturity which appears on the Screen Page as of the Reference Rate Time on the respective Observation Date.

Subject to the occurrence of a Reference Rate Cessation Event, if the Screen Page is not available at the Reference Rate Time, or if such offer rate does not appear on the Screen Page, the Calculation Agent will

[[a)] request the principal offices of each Reference Banks in the Reference Rate Financial Centre to provide its rate at which deposits in the Reference Rate Currency are offered at the Reference Rate Financial Centre at the Reference Rate Time on the respective Observation Date to prime banks in the interbank market for the respective Designated Maturity in a representative amount.

If at least two of the Reference Banks provide the Calculation Agent with such quotations, the Reference Rate will be the arithmetic mean (rounded if necessary to the nearest hundred thousandth of a percentage point, with 0.000005 being rounded upwards) of such quotations.

If on any Observation Date only one or none of the Reference Banks provides the Calculation Agent with such quotations, the respective Reference Rate will be the arithmetic mean (rounded as described above) of the rates quoted by major banks in the Reference Rate Financial Centre, determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*], at the Reference Rate Time, on that Observation Date for loans in the Reference Rate Currency to leading European banks for the respective Designated Maturity and in a representative amount[.];]

[or, if the Reference Rate cannot be determined pursuant to (a) above or the determination procedure pursuant to (a) does no longer reflect current market practices for derivative instruments,]

[[b)] determine the Reference Rate based on the publication of the Reference Rate by an alternative authorized distributor or the Reference Rate-Administrator. If the Calculation Agent [until [ ] [on the Observation Date]] is unable to determine the Reference Rate on the basis of the publication of the Reference Rate by an alternative authorized distributor or the Reference Rate-Administrator, the Calculation Agent will determine the Reference Rate [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*]

[in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith]. In doing so, it may in particular

- (i) use a rate for the Reference Rate formally recommended by the Reference Rate-Administrator or, alternatively, by the supervisor of the Reference Rate [or the central bank for the [Specified Currency] [Reference Rate Currency]], or in the absence thereof
- (ii) use the alternative rate for the Reference Rate implemented by a futures exchange or alternatively a central counterparty for the Reference Rate, provided that it is sufficiently representative of the Reference Rate; or in the absence thereof
- (iii) use the average value of the last Reference Rates published at Reference Rate Time of the previous [five] *[insert different number]* [Banking Days] prior to the respective Observation Date].]

[In the case of Securities with a CMS-Rate as Reference Rate, the following applies:

**"Reference Rate"** means the rate (expressed as a percentage per annum) for swap transactions in the Reference Rate Currency for the corresponding Designated Maturity displayed on the [respective] Screen Page at the Reference Rate Time (local time of the Reference Rate Financial Centre) on the relevant Observation Date. If either the [respective] Screen Page is not available or no such swap rates are displayed at the time specified, the Calculation Agent will ask each of the Reference Banks to quote the mean annual swap rates at approximately the Reference Rate Time on the relevant Observation Date. If three or more such quotations are provided, the Reference Rate for the respective Observation Date shall be the arithmetic mean (rounded, if necessary, to the nearest one hundred thousandth of a percentage point, with 0.000005 rounded upwards) of those quotations, with the highest (or if two or more are the same, one of the highest) and the lowest (or if two or more are the same, one of the lowest) having been eliminated. If fewer than three quotations are provided, the Calculation Agent will specify the Reference Rate in its reasonable discretion (§ 315 BGB).]

**["Reference Rate-Administrator"** means the administrator of the Reference Rate as registered in a register pursuant to Article 36 of the Regulation (EU) 2016/1011, as amended from time to time. The Reference Rate-Administrator is indicated in § 2 of the Product and Underlying Data.]

**["Reference Rate Cessation Event"** means, with respect to the Reference Rate, any of the following events:

- (f) it becomes unlawful for the Issuer to use the Reference Rate as reference rate for the Securities,
- (g) the Reference Rate-Administrator ceases to calculate and publish the Reference Rate on a permanent basis or for an indefinite period of time,
- (h) the Reference Rate-Administrator becomes illiquid or an insolvency, bankruptcy, restructuring or similar procedure (regarding the administrator) has been set up by the Reference Rate-Administrator or the relevant supervisory authority;
- (i) the Reference Rate otherwise ceases to exist; or
- (j) the relevant central bank or a supervisory authority determines and publishes a statement that the relevant central bank or supervisory authority has determined that such Reference Rate no longer represents the underlying market and economic reality that such Reference Rate is intended to measure and that representativeness will not be restored,

whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)]



[in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].]

["**Reference Rate Conversion Event**" means, with respect to the Reference Rate, [each of] the following event[s]:

[(a)] no suitable Replacement Reference Rate (as specified in § [9] [10] (1) of the Special Conditions) is available; [or]

[(b)] or an adjustment pursuant to § [9] [10] (2) [or (3)] of the Special Conditions is not possible or unreasonable for the Issuer and/or the Security Holders;]

whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].]

"**Reference Rate Currency**" means, with respect to the Reference Rate, the Reference Rate Currency as specified in § 2 of the Product and Underlying Data.

"**Reference Rate Financial Centre**" means, with respect to the Reference Rate, the Reference Rate Financial Centre as specified in § 2 of the Product and Underlying Data.

"**Reference Rate Time**" means, with respect to the Reference Rate, the Reference Rate Time as specified in § 2 of the Product and Underlying Data.]

["**Registered Benchmark Administrator**" means that the Financial Index is administered by an administrator who is registered in a register pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark-Regulation**"), as specified in § 2 of the Product and Underlying Data.]

["**Registered Reference Rate-Administrator**" means that the Reference Rate is administered by an administrator who is registered in a register pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark-Regulation**"), as specified in § 2 of the Product and Underlying Data.]

"**Relevant Exchange**" means, with respect to the Financial Index, the exchange on which the components of the Financial Index are most liquidly traded; such exchange shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith] [by way of notice pursuant to § 6 of the General Conditions in accordance with such components' liquidity].

In the case of a material change in the market conditions at the Relevant Exchange, such as a final discontinuation of the quotation of the Financial Index or, respectively, its components at the Relevant Exchange and the quotation at a different stock exchange or a considerably restricted number or liquidity, the Relevant Exchange shall be substituted by another exchange that offers satisfactorily liquid trading in the Financial Index or, respectively, its components (the "**Substitute Exchange**"); such exchange shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith] [by way of notice pursuant to § 6 of the General Conditions]. In this case, any reference to the Relevant Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Exchange.

["**Related Bond**" means, with respect to the Inflation Index, the Related Bond as specified in § 2 of the Product and Underlying Data.]

["**Screen Page**" means, with respect to the Reference Rate, the Screen Page and, if applicable, the corresponding heading as indicated in § 2 of the Product and Underlying Data. Should this page be replaced or the respective service cease to be available, the Calculation Agent will, [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith], determine another Screen Page displaying the Reference Rate. Such new Screen Page shall be notified pursuant to § 6 of the General Conditions.]

"**Security Holder**" means the holder of a Security.

"**Settlement Cycle**" means, with respect to the Financial Index, the period of Clearance System Business Days following a transaction on the Relevant Exchange in the securities that form the basis of the Underlying, during which settlement will customarily take place according to the rules of the Clearance System.

"**Specified Currency**" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

["**Strike**" means, with respect to the Financial Index, [the Strike as specified in § 1 of the Product and Underlying Data] [Strike Level x R<sub>Index</sub> (initial)].]

["**Strike Level**" means the Strike Level as specified in § 1 of the Product and Underlying Data.]

"**Terms and Conditions**" means the terms and conditions of these Securities as set out in the General Conditions (Part A), the Product and Underlying Data (Part B) and the Special Conditions (Part C).

"**Underlying**" means the [Financial Index] [Reference Rate] and the Inflation Index.

["**Underlying Currency**" means, with respect to the Financial Index, the Underlying Currency as specified in § 2 of the Product and Underlying Data.]

"**Website[s] for Notices**" means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

["**Website[s] of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.]

## § 2

### Interest, Additional Amount

- (1) *Interest:* The Securities do not bear interest.
- (2) *Inflation-linked Additional Conditional Amount (m):* If, with respect to an Observation Date (m), [no Additional Conditional Amount Payment Event (Coupon) (m) has occurred and if] an Additional Conditional Amount Payment Event (Cliquet Performance) (m) has occurred, the Additional Conditional Amount (Cliquet Performance) (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions.

The Additional Conditional Amount (Cliquet Performance) (m) corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent according to the following formula:

Additional Conditional Amount (Cliquet Performance) (m) = Nominal Amount x Participation Factor (m) x Performance of the Inflation Index (m)

Otherwise, no Additional Conditional Amount (Cliquet Performance) (m) will be paid.

[In the case of Securities with a **Maximum Additional Conditional Amount (m)**, the following applies:

However, the Additional Conditional Amount (Cliquet Performance) (m) is not greater than the relevant Maximum Additional Conditional Amount (m).]

[In the case of Securities with a **Minimum Additional Conditional Amount (m)**, the following applies:

However, the Additional Conditional Amount (Cliquet Performance) (m) is not less than the relevant Minimum Additional Conditional Amount (m)].

- [(3) **[Index] [Reference Rate]-linked Additional Conditional Amount (m)**: If, with respect to an Observation Date (m), an Additional Conditional Amount Payment Event (Coupon) (m) has occurred, the respective Additional Conditional Amount (Coupon) (m) will be paid on the respective Additional Conditional Amount Payment Date (m) pursuant to the provisions of § 6 of the Special Conditions.

Otherwise, no Additional Conditional Amount (Coupon) (m) will be paid on the respective Additional Conditional Amount Payment Date (m).]

[In the case of Securities with an **Additional Unconditional Amount (l)**, the following applies:

- ( [ ] ) **Additional Unconditional Amount (l)**: The respective Additional Unconditional Amount (l) will be paid moreover on the [respective] Additional Unconditional Amount Payment Date (l) pursuant to the provisions of § 6 of the Special Conditions.]

### § 3

#### Redemption

*Redemption*: The Securities shall be redeemed [upon automatic exercise on the Exercise Date] by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.

[The Securities shall be deemed automatically exercised on the Exercise Date.]

### § 4

#### Redemption Amount

[In the case of **Hybrid Garant Cash Collect Securities** the following applies:

*Redemption Amount*: The Redemption Amount corresponds to the Minimum Amount.]

[In the case of **Hybrid Garant Performance Securities** the following applies:

*Redemption Amount*: The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x Performance of the Financial Index (final))

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

[In the case of **Hybrid Garant Barrier Securities** the following applies:

*Redemption Amount*: The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

- If no Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount.
- If a Barrier Event has occurred, the Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:  
Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x Performance of the Financial Index (final))

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

[Special Conditions that apply to all product types:]

## § 5

[In the case of Securities with a conversion right of the Issuer, the following applies:]

### **Issuer's Conversion Right**

*Issuer's Conversion Right:* Upon the occurrence of a Conversion Event the Securities shall be redeemed at the Settlement Amount on the Final Payment Date.

The "**Settlement Amount**" shall be the market value of the Securities, with accrued interest for the period until the Final Payment Date at the market rate of interest being traded at such time for liabilities of the Issuer with the same remaining term as the Securities within ten Banking Days following the occurrence of the Conversion Event; it shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. The fair market value, as calculated by the Calculation Agent, is calculated based on the redemption profile of the Securities which has to be adjusted taking into consideration the following parameters as of the [[tenth] *insert number of days*] Banking Day before] [the day when] the conversion becomes effective: the price of the [Underlying][and][Basket Component[s]], the remaining time to maturity, the volatility, the dividends (if applicable), the current interest rate as well as the counterparty risk and any other relevant market parameter that can influence the value of the Securities. However, the Settlement Amount shall not be less than the Minimum Amount. If it is not possible to determine the market value of the Securities, the Settlement Amount corresponds to the Minimum Amount. The Settlement Amount shall be notified pursuant to § 6 of the General Conditions. [The application of §§ 313, 314 BGB remains reserved.]

[The right for payment of any [Additional [Conditional] [Unconditional] Amount (m)] [and] [Additional Unconditional Amount (l)] ceases to exist in relation to all [Additional [Conditional] [Unconditional] Amount Payment Dates (m)] [and] [Additional Unconditional Amount Payment Dates (l)] following the occurrence of a Conversion Event.]

The Settlement Amount will be paid pursuant to the provisions of § 6 of the Special Conditions.]

[In the case of Securities without an Issuer's Conversion Right, the following applies:]

**(intentionally omitted)**

## § 6

### **Payments**

[In the case of Securities where the Specified Currency is the Euro, the following applies:]

- (1) *Rounding:* The amounts payable under these Terms and Conditions shall be rounded up or down to the nearest EUR 0.01, with EUR 0.005 being rounded upwards.]

[In the case of Securities where the Specified Currency is not the Euro, the following applies:]

- (1) *Rounding:* The amounts payable under these Terms and Conditions shall be rounded up or down to the smallest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.]
- [(2) *Business day convention:* If a Payment Date is not a Banking Day then the Following Business Day Convention shall apply. The Security Holders shall not be entitled to further interest or other payments in respect of such delay.]
- ( ) *Manner of payment, discharge:* All payments shall be made to the Principal Paying Agent. The Principal Paying Agent shall pay the amounts due to the Clearing System to be credited to the respective accounts of the [depository banks][Custodian Banks] and to be transferred to the Security Holders. The payment to the Clearing System shall discharge the Issuer from its obligations under the Securities in the amount of such payment.

[In the case of Securities governed by German law, the following shall apply:

- ( ) *Interest of default:* If the Issuer fails to make payments under the Securities when due, the amount due shall bear interest on the basis of the default interest rate established by law. Such accrual of interest starts on the day following the due date of that payment (including) and ends on the effective date of the payment (including).]

[In the case of Securities governed by Italian law, the following shall apply:

- ( ) *Interest of default:* If the Issuer fails to make payments under the Securities when due, the amount due shall bear interest on the basis of the legal interest rate ('*Saggio degli Interessi legali*'), pursuant to Section 1284 CC, without prejudice to any other mandatory provisions under Italian law. Such accrual of interest starts on the day following the due date of that payment (including) and ends on the effective date of the payment (including).]

[In the case of Securities with a Temporary Global Note which will be exchangeable for a Permanent Global Note, the following applies:

- ( ) Payments of Interest Amounts on the Securities shall be made only upon delivery of the Non-U.S. Beneficial Ownership Certificates (as described in § 1 of the General Conditions) by the relevant participants to the Clearing System.]

[In the case of Securities where a Market Disruption Event is specified in the relevant Final Terms, the following applies:

## § 7

### Market Disruptions

- (1) *Postponement:* Notwithstanding the provisions of § 8 of the Special Conditions, if[, with respect to an Underlying] a Market Disruption Event occurs [or continues] on an Observation Date [(m)], the respective Observation Date [(m)] shall be postponed [for [all Basket Components] [the respective Basket Component<sub>i</sub>] to the next following [Calculation Date] [Banking Day that is a Calculation Date [for the [respective] [Basket Component<sub>i</sub>] [Underlying]]] on which the Market Disruption Event no longer exists. *[Insert in the case of Securities with an averaging observation:* If, as a result of such a postponement, several Observation Dates fall on the same day, then each of those Observation Dates shall be deemed to be an Observation Date for averaging purposes.]

[If a FX Market Disruption Event occurs on a FX Observation Date, the respective FX Observation Date will be postponed to the next following FX Calculation Date on which the FX Market Disruption Event no longer exists.]

Any Payment Date relating to such Observation Date [(m)] [or FX Observation Date, as the case may be] shall be postponed if applicable. [Interest shall not be payable due to such postponement.]

- [(2) *Omission:* Notwithstanding the provisions of § 8 of the Special Conditions, if a Market Disruption Event occurs on [a Calculation Date] [a Strategy Calculation Date] that is not an Observation Date, the Level of the [Target Vol] Strategy, the Dynamic Weight and the Return [of Basket] [of the Underlying [A]] [and] [of the Underlying B] shall not be calculated with respect to such date and such date shall not be considered in the calculation of the [Underlying Volatility][Basket Volatility].]

- [( [ ) *Discretionary valuation:* Should the Market Disruption Event continue for more than [*Insert number of Banking Days*] consecutive Banking Days, the Calculation Agent shall determine [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] the respective [Reference Price[.]] [FX[.]] required for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities. Such [Reference Price[.]] [FX[.]] shall be the reasonable price determined in accordance with prevailing market conditions at [*Insert time and financial centre*] on this [*Insert*

*number of following Banking Day*] Banking Day, taking into account [the actions taken pursuant to the terms and conditions of the Related Bond and] the economic position of the Security Holders.

[In the case of a Share, an Index (other than an Inflation Index) or a Commodity as Underlying or Basket Component, the following applies:

If within these [*Insert number of Banking Days*] Banking Days traded Derivatives of the [Underlying] [respective Basket Component,] expire or are settled on the Determining Futures Exchange[,], the settlement price established by the Determining Futures Exchange[.i] for the there traded Derivatives will be taken into account in order to conduct the calculations or, respectively, specifications described in the Terms and Conditions of these Securities. In that case, the expiration date for those Derivatives is the respective Observation Date.]

[Should the FX Market Disruption Event continue for more than [*Insert number of Banking Days*] consecutive Banking Days, the respective FX shall be the reasonable price determined in accordance with prevailing market conditions at [*Insert time and financial centre*] on this [*Insert number of following Banking Day*] Banking Day], taking into account the economic position of the Security Holders; such reasonable price shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith.*]]

[In the case of Securities where no Market Disruption Event is specified in the relevant Final Terms, the following applies:

**(intentionally omitted)**

[In the case of a Share as Underlying, the following applies:

## § 8

### **Adjustments, Replacement Specification**

- (1) *Adjustments:* Upon the occurrence of an Adjustment Event the Terms and Conditions of these Securities (in particular the Underlying, the ratio and/or all prices of the Underlying, which have been specified by the Issuer) and/or all prices of the Underlying determined by the Calculation Agent on the basis of the Terms and Conditions of these Securities shall be adjusted in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible; such adjustments shall be made by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. Any such adjustment will be performed taking into consideration any adjustments made by the Determining Futures Exchange to the there traded Derivatives linked to the Underlying, and the remaining term of the Securities as well as the latest available price of the Underlying. If pursuant to the rules of the Determining Futures Exchange, no adjustments were made to the Derivatives linked to the Underlying, the Terms and Conditions of these Securities shall regularly remain unchanged. The exercised adjustments and the date of the first application shall be notified pursuant to § 6 of the General Conditions.
- (2) *Replacement Specification:* If a price of the Underlying published by the Relevant Exchange pursuant to the Terms and Conditions of these Securities will subsequently be corrected and the correction (the "**Corrected Value**") will be published by the Relevant Exchange after the original publication, but still within one Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall again specify and publish the respective value by using the Corrected Value (the "**Replacement Specification**") pursuant to § 6 of the General Conditions.]
- [(3) The application of §§ 313, 314 BGB remains reserved.]

[In the case of a **Financial Index** or an **Inflation Index** as Underlying, the following applies:

§ 8

**Index Concept, Adjustments, Replacement Underlying, New Index Sponsor and New Index Calculation Agent, Replacement Specification**

- (1) *Index Concept:* The basis for the calculations or, respectively, specifications of the Calculation Agent described in the Terms and Conditions of these Securities shall be the [relevant] Underlying with its provisions currently applicable, as developed and maintained by the [relevant] Index Sponsor, as well as the respective method of calculation, determination, and publication of the price of the [relevant] Underlying (the "**Index Concept**") applied by the [relevant] Index Sponsor. This shall also apply if during the term of the Securities changes are made or occur in respect of the [relevant] Index Concept, or if other measures are taken, which have an impact on the [relevant] Index Concept, unless otherwise provided in the below provisions.
- (2) *Adjustments:* Upon the occurrence of an Adjustment Event [in relation to an Underlying] the Terms and Conditions of these Securities (in particular the [relevant] Underlying, the ratio and/or all prices [and/or levels] of the [relevant] Underlying, which have been specified by the Issuer) and/or all prices [and/or levels] of the [relevant] Underlying determined by the Calculation Agent on the basis of the Terms and Conditions of these Securities shall be adjusted in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible; such adjustments shall be made by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. [Any such adjustment will be performed taking into consideration any adjustments made [by the Determining Futures Exchange to the there traded Derivatives linked to the Underlying] [or] [pursuant to the terms and conditions of the Related Bond[, as the case may be]], and the remaining term of the Securities as well as the latest available price [and/or level] of the [relevant] Underlying. If pursuant to the [rules of the Determining Futures Exchange] [or the] [terms and conditions of the Related Bond[, as the case may be]], no adjustments were made to the [Derivatives linked to the Underlying] [or the] [Related Bond[, as the case may be]], the Terms and Conditions of these Securities regularly remain unchanged.] The exercised adjustments and the date of the first application shall be notified according to § 6 of the General Conditions.
- (3) *Replacement Underlying:* In cases of an Index Replacement Event [or an Index Usage Event] [in relation to an Underlying], the adjustment pursuant to paragraph (2) shall be made by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:*, acting in accordance with relevant market practice and in good faith,] determining, which index should be used in the future as [relevant] Underlying (the "**Replacement Underlying**"). If necessary, the Calculation Agent shall make further adjustments to the Terms and Conditions of these Securities (in particular to the [relevant] Underlying, the ratio and/or all prices [and/or levels] of the [relevant] Underlying, which have been specified by the Issuer) and/or all prices [and/or levels] of the [relevant] Underlying determined by the Calculation Agent pursuant to the Terms and Conditions of these Securities in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible. The Replacement Underlying and the adjustments made as well as the time of its first application will be published in accordance with § 6 of the General Conditions. From the first application of the Replacement Underlying on, any reference to the replaced Underlying in the Terms and Conditions of these Securities shall be deemed to refer to the Replacement Underlying.
- (4) *New Index Sponsor [and New Index Calculation Agent]:* If the Underlying [or the Inflation Index, as the case may be,] is no longer [determined] [published or announced] by the original Index Sponsor but rather by another person, company or institution (the "**New Index Sponsor**"), then all calculations or, respectively, specifications described in the Terms and Conditions of these Securities shall occur on the basis of the Underlying [or the Inflation Index, as the case may be,] as [determined] [published or announced] by the New Index Sponsor. In this case, any



reference to the replaced Index Sponsor in the Terms and Conditions of these Securities shall be deemed to refer to the New Index Sponsor. [If the Underlying is no longer calculated by the Index Calculation Agent but rather by another person, company or institution (the "**New Index Calculation Agent**"), then all calculations or, respectively, specifications described in the Terms and Conditions of these Securities shall occur on the basis of the Underlying as calculated by the New Index Calculation Agent. In this case, any reference to the replaced Index Calculation Agent in the Terms and Conditions of these Securities shall be deemed to refer to the New Index Calculation Agent.]

- [(5) *Replacement Specification:* If [, with respect to the Financial Index] a price of the Underlying published by the [relevant] Index Sponsor or the [relevant] Index Calculation Agent, as the case may be, pursuant to the Terms and Conditions of these Securities will subsequently be corrected and the correction (the "**Corrected Value**") will be published by the [relevant] Index Sponsor or the [relevant] Index Calculation Agent, as the case may be, after the original publication, but still within one Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall again specify and publish pursuant to § 6 of the General Conditions the relevant value by using the Corrected Value (the "**Replacement Specification**").]]
- [(6) The application of §§ 313, 314 BGB remains reserved.]

[In the case of a **Commodity** as Underlying, the following applies:

## § 8

### **Relevant Trading Conditions, Adjustments, Replacement Reference Market**

- (1) *Relevant Trading Conditions:* The basis for the calculations or, respectively, specifications of the Calculation Agent described in the Terms and Conditions of these Securities shall be the Underlying taking in consideration
- the method of price determination,
  - the trading conditions (in particular in terms of the quality, the quantity and the currency of trading) and
  - other value determining factors,
- applicable on the Reference Market in respect of the Underlying (together the "**Relevant Trading Conditions**"), unless otherwise provided in below provisions.
- (2) *Adjustments:* Upon the occurrence of an Adjustment Event the Terms and Conditions of these Securities (in particular the Underlying, the ratio and/or all prices of the Underlying, which have been specified by the Issuer) and/or all prices of the Underlying determined by the Calculation Agent on the basis of the Terms and Conditions of these Securities shall be adjusted in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible; such adjustments shall be made by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Any such adjustment will be performed taking into consideration any adjustments made by the Determining Futures Exchange to the there traded Derivatives linked to the Underlying, and the remaining term of the Securities as well as the latest available price of the Underlying. If the Calculation Agent determines that, pursuant to the rules of the Determining Futures Exchange, no adjustments were made to the Derivatives linked to the Underlying, the Terms and Conditions of these Securities regularly remain unchanged. The exercised adjustments and the date of the first application shall be notified according to § 6 of the General Conditions.
- (3) *Replacement Reference Market:* In the event of
- a final discontinuation of the trading in the Underlying at the Reference Market,
  - a material change of the market conditions at the Reference Market or

(c) a material limitation of the liquidity of the Underlying at the Reference Market, with the trading in the same commodity being continued on another market without restrictions, the Reference Market shall be substituted by another market that offers satisfactorily liquid trading conditions (the "**Replacement Reference Market**"); such market shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. If necessary, the Calculation Agent shall make further adjustments to the Terms and Conditions of these Securities (in particular to the Underlying, the ratio and/or all prices of the Underlying, which have been specified by the Issuer) and/or all prices of the Underlying determined by the Calculation Agent pursuant to the Terms and Conditions of these Securities in order to account for any difference in the method of price determination and the trading conditions applicable to the Underlying on the Replacement Reference Market (in particular in terms of the quality, the quantity and the currency of trading) (together the "**New Relevant Trading Conditions**"), as compared to the original Relevant Trading Conditions. The Replacement Reference Market and the performed adjustments and the time that it is first applied will be published in accordance with § 6 of the General Conditions. Commencing with the first application of the Replacement Reference Market, any reference to the replaced Reference Market in the Terms and Conditions of these Securities shall be deemed to refer to the Replacement Reference Market.]

[(4) The application of §§ 313, 314 BGB remains reserved.]

[In the case of a **Fund** as Underlying or Basket Component, the following applies:

[With respect to the Underlying B, the following applies:]

## § 8

### **Adjustments, Replacement [Underlying] [Fund], Replacement Management Company, Replacement Specification**

- (1) *Adjustments:* Upon the occurrence of an Adjustment Event the Terms and Conditions (in particular the ratio and/or all prices of the Underlying [B] specified by the Issuer) and/or all prices of the Underlying [B] determined by the Calculation Agent on the basis of the Terms and Conditions shall be adjusted in a way that the economic position of the Security Holders remains unchanged to the greatest extent possible; such adjustments shall be made by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. For this purpose, the Calculation Agent will take into account the remaining term of the Securities as well as the latest available price of the Underlying [B]. In making the adjustment, the Calculation Agent will take into account additional direct or indirect costs incurred by the Issuer in the course of or in connection with the respective Adjustment Event, including taxes, retentions, deductions or other charges borne by the Issuer. The adjustments made and the time of their initial application will be published in accordance with § 6 of the General Conditions.
- (2) *Replacement [Underlying] [Fund]:* In cases of a Fund Replacement Event, the adjustment usually entails the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith,] determining which fund or fund share should be used in the future as the Underlying [B] (the "**Replacement [Underlying] [Fund]**"). If necessary, the Calculation Agent will make further adjustments to the Terms and Conditions (in particular to the Underlying [B], the ratio and/or all prices of the Underlying [B] specified by the Issuer) and/or all prices of the Underlying [B] determined by the Calculation Agent pursuant to the Terms and Conditions in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible. The Replacement [Underlying] [Fund] and the adjustments made and the time of their initial application will be published in accordance with § 6 of the General Conditions. Commencing with the first application of the Replacement [Underlying] [Fund], any reference to the

Underlying [B] in the Terms and Conditions shall be deemed to refer to the Replacement [Underlying] [Fund], unless the context provides otherwise.

[In the case of Securities where the Replacement Specification takes place within the Settlement Cycle, the following applies:]

- (3) *Replacement Specification:* If a NAV, as used by the Calculation Agent pursuant to these Terms and Conditions, is subsequently corrected and the correction (the "**Corrected Value**") is published by the Management Company after the original publication but still within a Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall specify the relevant value again using the Corrected Value (the "**Replacement Specification**") and publish it pursuant to § 6 of the General Conditions. However, if the Calculation Agent is informed of the Corrected Value less than two Banking Days prior to the date on which a payment is to be made whose amount is determined wholly or partly with reference to this [price] [NAV] of the Underlying [B], then the relevant value will not be specified again.]

[In the case of Securities where the Replacement Specification takes place independently of the Settlement Cycle, the following applies:]

- (3) *Replacement Specification:* If a NAV, as used by the Calculation Agent pursuant to these Terms and Conditions, is subsequently corrected and the correction (the "**Corrected Value**") is published by the Management Company after the original publication but prior to the Final Payment Date, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall specify the relevant value again using the Corrected Value (the "**Replacement Specification**") and publish it pursuant to § 6 of the General Conditions. However, if the Calculation Agent is informed of the Corrected Value less than two Banking Days prior to the date on which a payment is to be made whose amount is determined wholly or partly with reference to this [price] [NAV] of the Underlying [B], then the relevant value will not be specified again.]
- (4) If the Underlying [B] is no longer [calculated] [managed] by the Management Company but by another person, company or institution (the "**Replacement Management Company**"), each and every reference to the Management Company in the Terms and Conditions shall be deemed, depending on the context, to refer to the Replacement Management Company.
- [(5) The application of §§ 313, 314 BGB remains reserved.]]

[In the case of a **Fund Index** as Underlying or Basket Component, the following applies:]

[With respect to the Basket Components, the following applies:]

## § 8

### **Index Concept, Adjustments, Replacement Underlying, New Index Sponsor and New Index Calculation Agent, Replacement Specification**

- (1) *Index Concept:* The basis for the calculations or specifications of the Calculation Agent described in these Terms and Conditions shall be the Underlying [consisting of the Basket Components] with its provisions applicable from time to time, as developed and maintained by the [respective] Index Sponsor, as well as the respective method of calculation, determination and publication of the price of the [Underlying] [Basket Component] (the "**Index Concept**") applied by the [respective] Index Sponsor. This shall also apply if during the term of the Securities changes are made or occur in respect of the [respective] Index Concept, or if other measures are taken which have an impact on the [respective] Index Concept, unless otherwise provided in the provisions below.
- (2) *Adjustments:* Upon the occurrence of an Adjustment Event [with respect to a Basket Component] the Terms and Conditions (in particular, the ratio, the [Underlying] [Basket Component] and/or all prices of the [Underlying] [Basket Component] specified by the Issuer) and/or all prices of the [Underlying] [Basket Component] determined by the Calculation Agent on the basis of these Terms and Conditions shall be adjusted in a way that the economic position

of the Security Holders remains unchanged to the greatest extent possible; such adjustments shall be made by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. For this purpose, the Calculation Agent will take into account the remaining term of the Securities as well as the latest available NAV or the liquidation proceeds for the Fund. In making the adjustment, the Calculation Agent will take into account additional direct or indirect costs incurred by the Issuer in the course of or in connection with the respective Adjustment Event, including, inter alia, taxes, retentions, deductions or other charges borne by the Issuer. The adjustments made and the time of their initial application will be published in accordance with § 6 of the General Conditions.

- (3) *Replacement [Underlying] [Basket Component]*: In cases of an Index Replacement Event [with respect to a Basket Component], the adjustment usually entails the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:*; acting in accordance with relevant market practice and in good faith,] determining which index should be used in the future as the [Underlying] [Basket Component] (the "**Replacement [Underlying] [Basket Component]**"). If necessary, the Calculation Agent will make further adjustments to these Terms and Conditions (in particular to the [Underlying] [Basket Component], the ratio and/or all prices of the [Underlying] [Basket Component] specified by the Issuer) and/or all prices of the [Underlying] [Basket Component] determined by the Calculation Agent pursuant to these Terms and Conditions in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible. The Replacement [Underlying] [Basket Component] and the adjustments made and the time of their initial application will be published in accordance with § 6 of the General Conditions. Commencing with the first application of the Replacement [Underlying] [Basket Component], any reference to the [Underlying] [Basket Component] in these Terms and Conditions shall be deemed to refer to the Replacement [Underlying] [Basket Component], unless the context provides otherwise.
- (4) *New Index Sponsor and New Index Calculation Agent*: If [the Underlying] [a Basket Component] is no longer determined by the [respective] Index Sponsor but by another person, company or institution (the "**New Index Sponsor**"), then all calculations or specifications described in these Terms and Conditions shall occur on the basis of the [Underlying] [Basket Component] as determined by the New Index Sponsor. In this case, any reference to the [respective] Index Sponsor shall be deemed to refer to the New Index Sponsor, depending on the context. If [the Underlying] [a Basket Component] is no longer calculated by the [respective] Index Calculation Agent but by another person, company or institution (the "**New Index Calculation Agent**"), then all calculations or specifications described in these Terms and Conditions shall occur on the basis of the [Underlying] [Basket Component] as calculated by the New Index Calculation Agent. In this case, any reference to the [respective] Index Calculation Agent shall be deemed to refer to the New Index Calculation Agent, unless the context provides otherwise.

[In the case of Securities where the Replacement Specification takes place within the Settlement Cycle, the following applies:

- (5) *Replacement Specification*: If a price of [the Underlying] [a Basket Component] published by the [respective] Index Sponsor or the [respective] Index Calculation Agent, as the case may be, pursuant to these Terms and Conditions is subsequently corrected and the correction (the "**Corrected Value**") is published by the [respective] Index Sponsor or the [respective] Index Calculation Agent, as the case may be, after the original publication but still within a Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall specify the relevant value again using the Corrected Value (the "**Replacement Specification**") and publish it pursuant to § 6 of the General Conditions. However, if the Calculation Agent is informed of the Corrected Value less than two Banking Days prior to the date on which a payment is to be made whose amount is determined wholly or partly with reference to this price of the [Underlying] [Basket Component], then the relevant value will not be specified again.]

[In the case of Securities where the Replacement Specification takes place independently of the Settlement Cycle, the following applies:

- (5) *Replacement Specification:* If a price of [the Underlying] [a Basket Component] published by the [respective] Index Sponsor or the [respective] Index Calculation Agent, as the case may be, pursuant to these Terms and Conditions is subsequently corrected and the correction (the "**Corrected Value**") is published by the [respective] Index Sponsor or the [respective] Index Calculation Agent, as the case may be, after the original publication but prior to the Final Payment Date, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall specify the relevant value again using the Corrected Value (the "**Replacement Specification**") and publish it pursuant to § 6 of the General Conditions. However, if the Calculation Agent is informed of the Corrected Value less than two Banking Days prior to the date on which a payment is to be made whose amount is determined wholly or partly with reference to this price of the [Underlying] [Basket Component], then the relevant value will not be specified again.]
- [(6) The application of §§ 313, 314 BGB remains reserved.]]

[In the case of a Currency Exchange Rate as Underlying and in the case of Securities, where no Adjustment Event is specified in the relevant Final Terms, the following applies:

## § 8

(intentionally omitted)]

[In the case of Securities linked to a basket of Shares, the following applies:

[With respect to the Basket Components, the following applies:]

## § 8

### Adjustments, Replacement Specification

- (1) *Adjustments:* Upon the occurrence of an Adjustment Event the Terms and Conditions of these Securities (in particular the respective Basket Component<sub>[i]</sub>, the Ratio<sub>[i]</sub> and/or all prices of the Basket Components, which have been specified by the Issuer) and/or all prices of the Basket Components determined by the Calculation Agent on the basis of the Terms and Conditions of these Securities shall be adjusted in a way that the economic position of the Security Holders remains unchanged to the greatest extent possible; such adjustments shall be made by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Any adjustment will be performed taking into consideration any adjustments made by the Determining Futures Exchange<sub>[i]</sub> to the there traded Derivatives linked to the respective Basket Component<sub>[i]</sub>, and the remaining term of the Securities as well as the latest available price of the respective Basket Component<sub>[i]</sub>. If the Calculation Agent determines that, pursuant to the rules of the respective Determining Futures Exchange<sub>[i]</sub>, no adjustments were made to the Derivatives linked to the respective Basket Component<sub>[i]</sub>, the Terms and Conditions of these Securities regularly remain unchanged. The exercised adjustments and the date of the first application shall be notified pursuant to § 6 of the General Conditions.
- (2) *Replacement Specification:* If a price of the respective Basket Component<sub>[i]</sub> published by the respective Relevant Exchange<sub>[i]</sub> pursuant to the Terms and Conditions of these Securities will subsequently be corrected and the correction (the "**Corrected Value**") will be published by the respective Relevant Exchange<sub>[i]</sub> after the original publication, but still within one Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall again specify and publish the respective value by using the Corrected Value (the "**Replacement Specification**") pursuant to § 6 of the General Conditions.

- (3) If adjustments pursuant to the preceding paragraph with regard to the affected Basket Component are not sufficient in order to establish an economically equivalent situation, the Calculation Agent will [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: in its reasonable discretion (§ 315 et seq. BGB)], acting in accordance with relevant market practice and in good faith] either
- (a) remove the respective Basket Component from the Basket without replacing it (if necessary by adjusting the weighting of the remaining Basket Components), or
  - (b) replace the respective Basket Component in whole or in part by an economically equal Basket Component, determined [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: in its reasonable discretion (§ 315 et seq. BGB)], acting in accordance with relevant market practice and in good faith] (if applicable by adjusting the weighting of the Basket Components then present in the Basket) (the "**Successor Basket Component**"). In such case, the Successor Basket Component will be deemed to be the Basket Component and each reference in these Terms and Conditions to the Basket Component will be deemed to refer to the Successor Basket Component.]
- [(4) The application of §§ 313, 314 BGB remains reserved.]]

[In the case of Securities linked to a basket of **Financial Indices**, the following applies:

[With respect to the Basket Components, the following applies:]

## § 8

### **Index Concept, Adjustments, Replacement Basket Component, New Index Sponsor and New Index Calculation Agent, Replacement Specification**

- (1) *Index Concept:* The basis for the calculations or, respectively, specifications of the Calculation Agent described in the Terms and Conditions of these Securities shall be the Basket Components with its provisions currently applicable, as developed and maintained by the respective Index Sponsor<sub>i</sub>, as well as the respective method of calculation, determination, and publication of the price of the respective Basket Component<sub>[i]</sub> (the "**Index Concept**") applied by the respective Index Sponsor<sub>[i]</sub>. This shall also apply if during the term of the Securities changes are made or occur in respect of the respective Index Concept, or if other measures are taken, which have an impact on the respective Index Concept, unless otherwise provided in the below provisions.
- (2) *Adjustments:* Upon the occurrence of an Adjustment Event the Terms and Conditions of these Securities (in particular the respective Basket Component<sub>[i]</sub>, the Ratio<sub>[i]</sub> and/or all prices of the Basket Components, which have been specified by the Issuer) and/or all prices of the Basket Components determined by the Calculation Agent on the basis of the Terms and Conditions of these Securities shall be adjusted in a way that the economic position of the Security Holders remains unchanged to the greatest extent possible; such adjustments shall be made by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: in its reasonable discretion (§ 315 et seq. BGB)], acting in accordance with relevant market practice and in good faith]. Any adjustment will be performed taking into consideration any adjustments made by the Determining Futures Exchange<sub>[i]</sub> to the there traded Derivatives linked to the respective Basket Component<sub>[i]</sub>, and the remaining term of the Securities as well as the latest available price of the respective Basket Component<sub>[i]</sub>. If the Calculation Agent determines that, pursuant to the rules of the respective Determining Futures Exchange<sub>[i]</sub>, no adjustments were made to the Derivatives linked to the respective Basket Component<sub>[i]</sub>, the Terms and Conditions of these Securities regularly remain unchanged. The exercised adjustments and the date of the first application shall be notified according to § 6 of the General Conditions.
- (3) *Replacement Basket Component:* In cases of an Index Replacement Event or an Index Usage Event, the adjustment pursuant to paragraph (2) is usually made by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: in its reasonable discretion (§ 315 et seq. BGB)], acting in accordance with

relevant market practice and in good faith,] determining, which index should be used in the future as respective Basket Component<sub>[i]</sub> (the "**Replacement Basket Component**"). If necessary, the Calculation Agent will make further adjustments to the Terms and Conditions of these Securities (in particular to the respective Basket Component<sub>[i]</sub>, the ratio and/or all prices of the respective Basket Component<sub>[i]</sub>, which have been specified by the Issuer) and/or all prices of the respective Basket Component<sub>[i]</sub> determined by the Calculation Agent pursuant to the Terms and Conditions of these Securities in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible. The respective Replacement Basket Component and the adjustments made as well as the time of its first application will be published in accordance with § 6 of the General Conditions. From the first application of the Replacement Basket Component on, any reference to the replaced respective Basket Component<sub>[i]</sub> in the Terms and Conditions of these Securities shall be deemed to refer to the Replacement Basket Component.

- (4) *New Index Sponsor and New Index Calculation Agent:* If the respective Basket Component<sub>[i]</sub> is no longer determined by the respective Index Sponsor<sub>[i]</sub> but rather by another person, company or institution (the "**New Index Sponsor**"), then all calculations or, respectively, specifications described in the Terms and Conditions of these Securities shall occur on the basis of the respective Basket Component<sub>[i]</sub> as determined by the respective New Index Sponsor. In this case, any reference to the replaced Index Sponsor<sub>[i]</sub> in the Terms and Conditions of these Securities shall be deemed to refer to the New Index Sponsor. If the respective Basket Component<sub>[i]</sub> is no longer calculated by the respective Index Calculation Agent<sub>[i]</sub> but rather by another person, company or institution (the "**New Index Calculation Agent**"), then all calculations or, respectively, specifications described in the Terms and Conditions of these Securities shall occur on the basis of the respective Basket Component<sub>[i]</sub> as calculated by the respective New Index Calculation Agent. In this case, any reference to the replaced Index Calculation Agent<sub>[i]</sub> in the Terms and Conditions of these Securities shall be deemed to refer to the New Index Calculation Agent.
- (5) *Replacement Specification:* If a price of the respective Basket Component<sub>[i]</sub> published by the respective Index Sponsor<sub>[i]</sub> or the respective Index Calculation Agent<sub>[i]</sub>, as the case may be, pursuant to the Terms and Conditions of these Securities will subsequently be corrected and the correction (the "**Corrected Value**") will be published by the respective Index Sponsor<sub>[i]</sub> or the respective Index Calculation Agent<sub>[i]</sub>, as the case may be, after the original publication, but still within one Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall again specify and publish pursuant to § 6 of the General Conditions the relevant value by using the Corrected Value (the "**Replacement Specification**").]
- [(6) The application of §§ 313, 314 BGB remains reserved.]]

[In the case of Securities linked to a basket of **Commodities**, the following applies:

[With respect to the Basket Components, the following applies:]

## § 8

### **Relevant Trading Conditions, Adjustments, Replacement Reference Market**

- (1) *Relevant Trading Conditions:* The basis for the calculations or, respectively, specifications of the Calculation Agent described in the Terms and Conditions of these Securities shall be the respective Basket Component<sub>[i]</sub> taking in consideration
- (a) the method of price determination,
  - (b) the trading conditions (in particular in terms of the quality, the quantity and the currency of trading) and
  - (c) other value determining factors,
- applicable on the respective Reference Market<sub>[i]</sub> in respect of the respective Basket Component<sub>[i]</sub> (together the "**Relevant Trading Conditions**"), unless otherwise provided in below provisions.

- (2) *Adjustments:* Upon the occurrence of an Adjustment Event the Terms and Conditions of these Securities (in particular the respective Basket Component<sub>[i]</sub>, the Ratio<sub>[i]</sub> and/or all prices of the Basket Components, which have been specified by the Issuer) and/or all prices of the Basket Components determined by the Calculation Agent on the basis of the Terms and Conditions of these Securities shall be adjusted in a way that the economic position of the Security Holders remains unchanged to the greatest extent possible; such adjustments shall be made by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Any adjustment will be performed taking into consideration any adjustments made by the Determining Futures Exchange<sub>[i]</sub> to the there traded Derivatives linked to the respective Basket Component<sub>[i]</sub>, and the remaining term of the Securities as well as the latest available price of the respective Basket Component<sub>[i]</sub>. If the Calculation Agent determines that, pursuant to the rules of the respective Determining Futures Exchange<sub>[i]</sub>, no adjustments were made to the Derivatives linked to the respective Basket Component<sub>[i]</sub>, the Terms and Conditions of these Securities regularly remain unchanged. The exercised adjustments and the date of the first application shall be notified according to § 6 of the General Conditions.
- (3) *Replacement Reference Market:* In the event of
- a final discontinuation of the trading in the respective Basket Component<sub>[i]</sub> at the respective Reference Market<sub>[i]</sub>,
  - a material change of the market conditions at the respective Reference Market<sub>[i]</sub> or
  - a material limitation of the liquidity of the Underlying at the respective Reference Market<sub>[i]</sub>,

with the trading in the same commodity being continued on another market without restrictions, the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith,] shall determine that such other market will be used in the future as respective Reference Market<sub>[i]</sub> (the "**Replacement Reference Market**"). If necessary, the Calculation Agent will make further adjustments to the Terms and Conditions of these Securities (in particular to the respective Basket Component<sub>[i]</sub>, the ratio and/or all prices of the respective Basket Component<sub>[i]</sub>, which have been specified by the Issuer) and/or all prices of the respective Basket Component<sub>[i]</sub> determined by the Calculation Agent pursuant to the Terms and Conditions of these Securities in order to account for any difference in the method of price determination and the trading conditions applicable to the respective Basket Component<sub>[i]</sub> on the respective Replacement Reference Market (in particular in terms of the quality, the quantity and the currency of trading) (together the "**New Relevant Trading Conditions**"), as compared to the original Relevant Trading Conditions. The respective Replacement Reference Market and the performed adjustments and the time that it is first applied will be published in accordance with § 6 of the General Conditions. Commencing with the first application of the respective Replacement Reference Market, any reference to the replaced Reference Market<sub>[i]</sub> in the Terms and Conditions of these Securities shall be deemed to refer to the Replacement Reference Market.]

- [(4) The application of §§ 313, 314 BGB remains reserved.]]

[In the case of Securities linked to a basket of Funds, the following applies:

## § 8

### **Adjustments, Replacement [Underlying] [Fund], Replacement Management Company, Replacement Specification**

- (1) *Adjustments:* Upon the occurrence of an Adjustment Event [with respect to a Fund or a Fund Share] the Calculation Agent the Terms and Conditions (in particular the respective [Basket Component<sub>[i]</sub>] [Fund Share], the ratio and/or all prices of the [Basket Component<sub>[i]</sub>] [Fund Share] specified by the Issuer) and/or all prices of the Basket Component<sub>[i]</sub> [Fund Share]



determined by the Calculation Agent on the basis of these Terms and Conditions shall be adjusted in a way that the economic position of the Security Holders remains unchanged to the greatest extent possible; such adjustments shall be made by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. For this purpose, the Calculation Agent will take into account the remaining term of the Securities as well as the latest available [price] [NAV] of the respective [Basket Component<sub>[i]</sub>] [Fund Share]. In making the adjustment, the Calculation Agent will take into account additional direct or indirect costs incurred by the Issuer in the course of or in connection with the respective Adjustment Event, including taxes, retentions, deductions or other charges borne by the Issuer. The adjustments made and the time of their initial application will be published in accordance with § 6 of the General Conditions.

- [(2)] *Replacement [Basket Component][Fund]:* In cases of a Fund Replacement Event [with respect to a Basket Component<sub>[i]</sub> or the Underlying B], the adjustment usually entails the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:*, acting in accordance with relevant market practice and in good faith,] determining which fund or fund share should be used in the future as the respective Basket Component<sub>[i]</sub> [or Underlying B, as the case may be,] (the "**Replacement [Basket Component] [Fund]**"). If necessary, the Calculation Agent will make further adjustments to these Terms and Conditions (in particular to the Basket Component<sub>[i]</sub> [or Underlying B, as the case may be], the ratio and/or all prices of the respective Basket Component<sub>[i]</sub> [or Underlying B] specified by the Issuer) and/or all prices of the Basket Component<sub>[i]</sub> [or Underlying B] determined by the Calculation Agent pursuant to these Terms and Conditions in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible. The Replacement [Basket Component] [Fund] and the adjustments made and the time of their initial application will be published in accordance with § 6 of the General Conditions. Commencing with the first application of the Replacement [Basket Component] [Fund], any reference to the Basket Component<sub>[i]</sub> [or Underlying B, as the case may be,] in these Terms and Conditions shall be deemed to refer to the Replacement [Basket Component] [Fund], unless the context provides otherwise.]

[In the case of Securities where the Replacement Specification takes place within the Settlement Cycle, the following applies:

- [(2)] [(3)] *Replacement Specification:* If a NAV, as used by the Calculation Agent pursuant to these Terms and Conditions, is subsequently corrected and the correction (the "**Corrected Value**") is published by the Management Company after the original publication but still within a Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall specify the relevant value again using the Corrected Value (the "**Replacement Specification**") and publish it pursuant to § 6 of the General Conditions. However, if the Calculation Agent is informed of the Corrected Value less than two Banking Days prior to the date on which a payment is to be made whose amount is determined wholly or partly with reference to this [price] [NAV] of the Basket Component<sub>[i]</sub> [or Underlying B, as the case may be,], then the relevant value will not be specified again.]

[In the case of Securities where the Replacement Specification takes place independently of the Settlement Cycle, the following applies:

- [(2)] [(3)] *Replacement Specification:* If a NAV, as used by the Calculation Agent pursuant to these Terms and Conditions, is subsequently corrected and the correction (the "**Corrected Value**") is published by the Management Company<sub>[i]</sub> after the original publication but prior to the Final Payment Date, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall specify the relevant value again using the Corrected Value (the "**Replacement Specification**") and publish it pursuant to § 6 of the General Conditions. However, if the Calculation Agent is informed of the Corrected Value less than two Banking Days prior to the date on which a payment is to be made whose amount is determined wholly or partly with reference to this [price] [NAV] of the Basket Component<sub>[i]</sub> or Underlying B, as the case may be,], then the relevant value will not be specified again.]

( [ ] ) If the [Basket Component<sub>[i]</sub>] [Fund] is no longer [calculated] [managed] by the [respective] Management Company but by another person, company or institution (the "**Replacement Management Company**"), each and every reference to the Management Company in these Terms and Conditions shall be deemed, depending on the context, to refer to the Replacement Management Company.

[[ [ ] ) The application of §§ 313, 314 BGB remains reserved.]]

[In the case of Securities linked to a basket of **Currency Exchange Rates**, the following applies:

## § 8

(intentionally omitted)

[In the case of **Compo Securities** and in the case of a **Currency Exchange Rate** as Underlying or Securities linked to a basket of **Currency Exchange Rates**, the following applies:

## § 9

### New Fixing Sponsor, Replacement Exchange Rate

- (1) *New Fixing Sponsor:* In the event that [the Underlying] [at least one component of the Underlying] [the [FX] Exchange Rate<sub>[i]</sub>] [FX] [FX (1) and/or FX (2)] [FX Exchange Rate (1) and/or FX Exchange Rate (2)] is no longer determined and published by the [respective] Fixing Sponsor<sub>[i]</sub> or, in case of a not only immaterial modification in the method of determination and/or publication [of the Underlying] [of at least one of the components of the Underlying] [the [FX] Exchange Rate<sub>[i]</sub>] [of FX (1)] [of FX (1) and/or FX (2)] [FX Exchange Rate (1) and/or FX Exchange Rate (2)] by the [respective] Fixing Sponsor<sub>[i]</sub> (including the time of the determination and/or publication), the Calculation Agent has the right [, in particular,] to determine the calculations or, respectively, specifications of the Calculation Agent described in the Terms and Conditions of these Securities on the basis of the determinations and publications by another person, company or institution (the "**New Fixing Sponsor**"). The Calculation Agent shall determine [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB).] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] whether such event occurs and which other person, company or institution shall act as the New Fixing Sponsor (the "**New Fixing Sponsor**"). The New Fixing Sponsor and the time of its first application shall be published pursuant to § 6 of the General Conditions. In this case, any reference to the replaced Fixing Sponsor in the Terms and Conditions of these Securities shall be deemed to refer to the New Fixing Sponsor.
- (2) *Replacement Exchange Rate:* In the event that [the FX Exchange Rate<sub>[i]</sub>] [the [official] fixing [of at least one component of the Underlying]] [FX] [FX (1) and/or FX (2)] [FX Exchange Rate (1) and/or FX Exchange Rate (2)] is no longer determined and published, the calculations or, respectively, specifications described in the Terms and Conditions of these Securities shall occur on the basis of price of the [Underlying] [respective component of the Underlying] [[FX] Exchange Rate<sub>[i]</sub>] [FX] [FX (1) and/or FX (2)] [FX Exchange Rate (1) and/or FX Exchange Rate (2)] determined and published on the basis of another method, which will be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith] (the "**Replacement Exchange Rate**"). [If necessary, the Calculation Agent will make further adjustments to the Terms and Conditions of these Securities (in particular [to the determination or to the method of the calculation of [the Ratio][and/or][all prices of the Underlying [or of its components] determined by the Issuer]) and/or all prices of the Underlying [or of its components] determined by the Calculation Agent pursuant to the Terms and Conditions on the basis of the Terms and Conditions in such way that the financial position of the Security Holders remains unchanged to the greatest extent possible.] The Replacement Exchange Rate and the time of its first application shall be published pursuant to § 6 of the General Conditions. In this case, any

reference to [the replaced FX Exchange Rate<sub>[i]</sub>] [the [official] fixing [of the respective component] of the Underlying] [the replaced [FX]] [to the replaced FX (1) and/or FX (2)] [to the replaced FX Exchange Rate (1) and/or FX Exchange Rate (2)] in the Terms and Conditions of these Securities shall be deemed to refer to the Replacement Exchange Rate.

- (3) [In the case of Securities governed by German law, insert: The application of §§ 313, 314 BGB remains reserved.]]

## [§ 9][10]

### Replacement Reference Rate, Adjustment, Interest Rate Adjustment Factor, Notices

[(1)] *Replacement Reference Rate:* Upon the occurrence of a Reference Rate Cessation Event [in relation to an Underlying] on or preceding an [Interest Determination Date] [Observation Date], the Reference Rate will be replaced by the Calculation Agent with an economically suitable reference rate (the "**Replacement Reference Rate**"). The Reference Rate should be replaced by a reference rate that pursuant to the following sequence of adjustment methods (each an "**Adjustment Method Level**")

- (a) has been publicly and permanently declared as the replacement for the original Reference Rate by the Reference Rate-Administrator, the relevant central bank or a supervisory authority and may be used as a Replacement Reference Rate in accordance with the governing law of the Securities, or – in the event and as long as this is not the case –
- (b) is typically used as a Replacement Reference Rate for comparable securities (in particular with a view to the [Specified Currency][Reference Rate Currency], the type of interest payment and the term), or – in the event and as long as this is not the case –
- (c) is typically used as a reference rate for (x) interest rate swaps (fixed/floating interest) in the [Specified Currency][Reference Rate Currency] or (y) exchange traded interest futures with a comparable term, or – in the event and as long as this is not the case –
- (d) is determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith] with a view to the [Specified Currency][Reference Rate Currency] and the Designated Maturity in a reasonable economical manner, based on the general interest rate level at the relevant point in time in [Germany][Italy].

The Replacement Reference Rate is – subject to the occurrence of a new Reference Rate Cessation Event – applicable to all subsequent interest periods. With respect to subsequent [Interest Determination Dates] [Observation Dates ], however, a new adjustment may be made with respect to the preceding Reference Rate Cessation Event if an adjustment based on a prior ranking Adjustment Method Level pursuant to the sequence (a) to (d) is then possible at that time. This includes the change from a daily interest rate previously selected under a specific Adjustment Method Level to a previously unpublished term-based interest rate.

- (2) *Adjustments:* If necessary, the Calculation Agent will make further adjustments to the Terms and Conditions of the Securities [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith]. This includes in particular:

- (a) the method of calculation or determination of the [Interest Rate] [Additional [Conditional] [Unconditional] Amount (m)]; [this includes the application of an interpolation or an interest rate on the Securities by means of a formula on a daily interest basis;]

- (b) the method for determination of the Reference Rate (including any rounding rules),
- (c) the Designated Maturity, which can be shortened or extended;
- (d) the relevant Screen Page, Reference Rate Time and/or Reference Rate Financial Centre;
- [(e) the Day Count Fraction;]
- [( [ ] ) the Interest Determination Date (including the relevant Banking Days), which may be postponed from the beginning of the relevant Interest Period to the end thereof;] and/or
- [( [ ] ) the business day convention according to § 6 (2) of the Special Terms and Conditions.

Such adjustments shall enable the Calculation Agent

- (i) to use the Replacement Reference Rate in accordance with the then prevailing market practice
  - or – to the extent that the Calculation Agent determines that the application of any part of such prevailing market practice is not technically feasible, a prevailing market practice for the Replacement Reference Rate does not exist or does not lead to economically meaningful results –
- (ii) to use the Replacement Reference Rate in such a manner as determined by the Calculation Agent necessary for its use as the Replacement Reference Rate for the Securities; whether this is the case shall be determined by the Calculation Agent at [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].

- [(3) *Interest rate adjustment factor or spread:* In addition to an adjustment under paragraph (2), the Calculation Agent may also determine an interest rate adjustment factor or spread for the purpose of determining or calculating the Interest Rate or Interest Amount.

[in order to achieve, as far as possible, a result that reflects the economic substance of the Securities prior to the occurrence of the Reference Rate Cessation Event. What is appropriate to reflect the economic substance of the Securities in a given case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].] [in such a way that the financial position of the Security Holders remains unchanged to the greatest extent possible.]]

- [( [ ] ) *Notices:* The Calculation Agent shall notify the Issuer without undue delay of the Replacement Reference Rate pursuant to paragraph (1) and the adjustments and determinations made pursuant to paragraphs (2) [and (3)] as well as the date of first application, who will notify the Security Holders and any exchange, on which the Securities are listed and whose provisions require a notification to the exchange pursuant to § 6 of the General Conditions of the Securities.

[*In the case of Securities governed by German law, insert:*

- [( [ ] ) The application of §§ 313, 314 BGB remains reserved].]

[*In the case of Securities with an early redemption at the option of the Issuer, the following applies:*

## §

### Early redemption at the option of the Issuer

[*In the case of an **Optional Redemption Right**, the following applies:*

- (1) The Securities may be early redeemed at [the] [any] Optional Redemption Date in whole but not in part at the option of the Issuer at their Optional Redemption Amount (the “**Optional Redemption Right**”). In order to exercise the Optional Redemption Right, the Issuer must give notice to the Security Holders not [more than [ ] nor] less than [[ ] calendar days] [*insert other notice period*] prior to the relevant Optional Redemption Date pursuant to the provisions of paragraph ([ ] ) of this § [ ] below][, but subject to compliance with the then applicable MREL

Requirements (including, without limitation, the Issuer having obtained the prior permission of the competent supervisory authority or the resolution authority, in each case to the extent required by provisions of law).]

[In the case of an **Regulatory Redemption Right**, the following applies:

- ( ) The Securities may be early redeemed at any time in whole but not in part, at the option of the Issuer, [upon the occurrence of the MREL Disqualification Event,][but subject to compliance with the then applicable MREL Requirements (including, without limitation, the Issuer having obtained the prior permission of the competent supervisory authority or the resolution authority, in each case to the extent required by provisions of law),] upon not more than [ ] days' nor less than [ ] days' prior notice of such early redemption, at their Optional Redemption Amount[, in accordance with the MREL Requirements].

["**MREL Requirements**" means the laws, regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own Funds and eligible liabilities applicable to the Issuer and/or the Group, from time to time, (including any applicable transitional or grandfathering provisions), including, without limitation to the generality of the foregoing, any delegated or implementing acts (such as regulatory technical standards) adopted by the European Commission and any regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own Funds and eligible liabilities adopted by the Federal Republic of Germany or the Republic of Italy, a relevant resolution authority or the European Banking Authority from time to time (whether or not such requirements, guidelines or policies are applied generally or specifically to the Issuer and/or the Group), as any of the preceding laws, regulations, requirements, guidelines, rules, standards, policies or interpretations may be amended, supplemented, superseded or replaced from time to time.]

["**MREL Disqualification Event**" means that, at any time, all or part of the outstanding nominal amount of Securities is or will be excluded fully or partially from the eligible liabilities available to meet the MREL Requirements provided that: (a) the exclusion of a Series of such Securities from the MREL Requirements due to the remaining maturity of such Securities being less than any period prescribed thereunder, does not constitute a MREL Disqualification Event; (b) the exclusion of all or some of a Series of Securities due to there being insufficient headroom for such Securities within a prescribed exception to the otherwise applicable general requirements for eligible liabilities does not constitute a MREL Disqualification Event; and (c) the exclusion of all or some of a Series of Securities as a result of such Securities being purchased by or on behalf of the Issuer or as a result of a purchase which is funded directly or indirectly by the Issuer, does not constitute a MREL Disqualification Event.]

- [( ) The right for payment of any [Additional [Conditional] [Unconditional] Amount (m)] [and] [Additional Unconditional Amount (l)] ceases to exist in relation to all [Additional [Conditional] [Unconditional] Amount Payment Dates (m)] [and] [Additional Unconditional Amount Payment Dates (l)] following the early redemption of the Securities in accordance with paragraph (1) [or (2), as the case may be].]
- [( ) The right for payment of any Interest Amount ceases to exist in relation to all Interest Payment Dates following the early redemption of the Securities in accordance with paragraph (1) [or (2), as the case may be].]
- [( ) The Optional Redemption Amount will be paid [on the corresponding Optional Redemption Date] pursuant to the provisions of § 6 of the Special Conditions.]
- ( ) Any notice in accordance with this paragraph ( ) shall be given by a notice in accordance with § 6 of the General Conditions. It shall be irrevocable, must specify the [relevant Optional Redemption Date] [or the] [date fixed for redemption] and must set forth a statement that the redemption is made in accordance with this § .]

***CONDITIONS OF THE SECURITIES INCORPORATED BY REFERENCE IN THE BASE PROSPECTUS***

The following information is hereby incorporated by reference into the Base Prospectus:

- The information contained in the section "*Conditions of the Securities*" set out on pages 140 to 607 of the Base Prospectus of UniCredit S.p.A. dated 24 February 2020 for the issuance of Securities with Single Underlying and Multi Underlying (with partial capital protection); and
- the information set out on pages 10 to 14 of the first Supplement to the Base Prospectus of UniCredit S.p.A. dated 24 February 2020 for the issuance of Securities with Single Underlying and Multi Underlying (with partial capital protection);
- the information contained in the section "*Description of the Securities*" set out on pages 170 to 427 of the Base Prospectus of UniCredit S.p.A. dated 25 January 2021 for the issuance of Securities with Single Underlying and Multi Underlying (with partial capital protection); and
- the information set out on pages 12 to 20 of the first Supplement to the Base Prospectus of UniCredit S.p.A. dated 25 January 2021 for the issuance of Securities with Single Underlying and Multi Underlying (with partial capital protection).

A list setting out all information incorporated by reference is provided on page 505.

## FORM OF FINAL TERMS

**[[MIFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Securities (a "**Distributor**") should take into consideration the manufacturer[’s][s’] target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer[’s][s’] target market assessment) and determining appropriate distribution channels.]

**[MIFID II product governance / Retail investors, professional investors and ECPs target market** – Solely for the purposes of [the][each] manufacturer’s product approval process, the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is eligible counterparties, professional clients and retail clients, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; EITHER [and (ii) all channels for distribution of the Securities are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]] OR [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Securities to retail clients are appropriate - investment advice[,/ and] portfolio management[,/ and][ non-advised sales ][and pure execution services][, subject to the distributor’s suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Securities (a "**Distributor**") should take into consideration the manufacturer[’s][s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer[’s][s’] target market assessment) and determining appropriate distribution channels[, subject to the Distributor’s suitability and appropriateness obligations under MiFID II, as applicable].]

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** - The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU ("**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPS Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.]

### Final Terms

dated [*Insert*]

**UniCredit S.p.A.**

Legal entity identifier (LEI): 549300TRUWO2CD2G5692

[Issue of]

[Admission to a regulated or equivalent market of]

[*Insert title of the Securities*]

[*Insert ISIN Code*]

(the "**Securities**")

under the  
Base Prospectus for the issuance of Single Underlying and Multi Underlying Securities (with partial capital protection) dated 23 July 2021

within the

**Euro 1,000,000,000 Issuance Programme of  
UniCredit S.p.A.**

*These final terms (the "Final Terms") have been prepared for the purposes of Article 8 (4) of the Regulation (EU) 2017/1129, as applicable at the date of the Base Prospectus (the "Prospectus Regulation"). In order to get the full information the Final Terms are to be read together with the information contained in the Base Prospectus dated 23 July 2021 for Securities with Single-Underlying and Multi Underlying (with partial capital protection) of UniCredit S.p.A. and the Registration Document of UniCredit S.p.A. dated 20 January 2021 (the "Registration Document"), which together constitute a base prospectus consisting of separate documents in accordance with Article 8 (6) of the Prospectus Regulation (respectively, the "Base Prospectus" and the "Issuer")[, and the supplement[s] [to the Registration Document dated [Insert details]] [and] [to the Base Prospectus dated [Insert details]] (the "Supplement[s]")].*

[In case of Securities, which have been issued under a Previous Base Prospectus, the following applies:

*In particular, these Final Terms are to be read in conjunction with the information contained in the sections "Description of the Securities" and "Conditions of the Securities" of the Base Prospectus of UniCredit S.p.A dated [24 February 2020] [25 January 2021] for the issuance of Securities with Single Underlying and Multi Underlying (with partial capital protection) (the "Previous Base Prospectus"), which is incorporated by reference in the Base Prospectus.]<sup>9</sup>*

*The Base Prospectus, including the Registration Document[, the Previous Base Prospectus], any Supplements, these Final Terms and a separate copy of the issue specific summary are available on [www.onemarkets.de [(for investors in [the Federal Republic of Germany] [and] Luxembourg)]] [,] [and] [www.onemarkets.bg (for investors in Bulgaria)] [,] [and] [www.onemarkets.hr (for investors in Croatia)] [,] [and] [www.onemarkets.cz (for investors in the Czech Republic)] [,] [and on] [www.bourse.unicredit.fr (for investors in France)] [,] [and] [www.onemarkets.hu (for investors in Hungary)] [,] [and] [www.investimenti.unicredit.it (for investors in Ireland)] [,] [and] [www.investimenti.unicredit.it (for investors in Italy)] [,] [and] [www.onemarkets.pl (for investors in Poland)] [,] [and] [www.investimenti.unicredit.it (for investors in Portugal)] [,] [and] [www.investimenti.unicredit.it (for investors in Spain)] [and] [www.onemarkets.sk (for investors in the Slovak Republic)] [Insert other website(s)] [(along with the respective product details which will be available if the WKN or the ISIN is typed in the search function)].*

*[The validity of the above mentioned Base Prospectus dated 23 July 2021, under which the Securities described in these Final Terms [are issued] [are continuously offered], ends on 23 July 2022. From this point in time, these Final Terms are to be read together with the latest base prospectus of the Issuer for the issuance of Single Underlying and Multi Underlying Securities (with partial capital protection) (including the information incorporated by reference in the latest base prospectus from the base prospectus, under which these securities have initially been issued) which follows this Base Prospectus. The latest base prospectus of the Issuer for the issuance of Single Underlying and Multi Underlying Securities (with partial capital protection) will be published on [www.onemarkets.de/basisprospekte [(for investors in [the Federal Republic of Germany] [and] Luxembourg)]] [,] [and on] [www.onemarkets.bg (for investors in Bulgaria)] [,] [and] [www.onemarkets.hr (for investors in Croatia)] [,] [and on] [www.onemarkets.cz (for investors in the Czech Republic)] [,] [and on] [www.bourse.unicredit.fr (for investors in France)] [,] [and on] [www.onemarkets.hu (for investors in Hungary)] [,] [and or] [www.investimenti.unicredit.it (for investors in Ireland)] [,] [and on] [www.investimenti.unicredit.it (for investors in Italy)] [,] [and on]*

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<sup>9</sup> In case, the Final Terms are prepared for Securities which have been issued under a Previous Base Prospectus.



[[www.onemarkets.pl](http://www.onemarkets.pl) (for investors in Poland)] [,] [and or] [[www.investimenti.unicredit.it](http://www.investimenti.unicredit.it) (for investors in Portugal)] [,] [and or] [[www.investimenti.unicredit.it](http://www.investimenti.unicredit.it) (for investors in Spain)] [and on] [[www.onemarkets.sk](http://www.onemarkets.sk) (for investors in the Slovak Republic)] [insert other website(s)].<sup>10</sup>

[An issue specific summary is annexed to these Final Terms.]

## SECTION A – GENERAL INFORMATION

### Issue Date and Issue Price:

*Issue Date:* [[Insert issue date] (the "**Issue Date**") [The Issue Date of each Security (the "**Issue Date**") is specified in § 1 of the Product and Underlying Data.]

*Issue Price:* [[Insert issue price] (the "**Issue Price**") [The Issue Price per Security (the "**Issue Price**") is specified in § 1 of the Product and Underlying Data.]

[The Issue Price per Security (the "**Issue Price**") will be determined by the Issuer on [Insert] on the basis of the product parameters and the current market situation (in particular the price of the Underlying, the implied volatility, interest rates, dividend expectations and lending fees). The [Issue Price and the] on-going offer price of the Securities will be published [on the websites of the stock exchanges where the Securities will be traded] [on [Insert website and, if applicable, heading]] after its specification. The Issuer may replace these website(s) by any successor website(s) which will be published by notice in accordance with § 6 of the General Conditions.]

### Selling concession:

[Not applicable] [,] no such expenses will be charged to the investor by the Issuer [or any Distributor]. [An upfront fee in the amount of [Insert] is included in the Issue Price] [Insert details]

*[In the case of Securities being offered to Italian consumers, the following applies:*

The Issue Price comprises the following commission[s]: [a structuring commission for the Issuer, equal to [Insert amount] per Security] [,] [and] [a placement commission for the Distributor, equal to [Insert details]] [,] [and other charges for the Issuer equal to [Insert amount] per Security].]

[Notice of the final amount of the placement commission will be published on the website of the Issuer [Insert] at the end of the Offer Period.]

### Other commissions:

[Not applicable]

[A total commission and concession of up to [Insert]% may be received by the Distributors].

[The product specific initial costs contained in the Issue Price amount to [Insert].] [Insert details]

[Underwriting commission: [Insert overall amount]]

[Placing commission: [Insert overall amount]]

### Issue volume:

*Issue Volume of the Series:* [Insert] [The Issue Volume of [the] [each] Series [offered] [issued] under and described in these Final Terms is specified in § 1 of the Product and Underlying Data.]

*Issue Volume of the Tranche:* [Insert] [The Issue Volume of [the] [each] Tranche [offered] [issued] under and described in these Final Terms is specified in § 1 of the Product and Underlying Data.]

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<sup>10</sup> In case, the Final Terms are not prepared for a new issuance of the Securities but for the continuance of the public offer of previously issued securities.

**Product Type:**

*[In the case of Securities issued under the **Base Prospectus** or the **Previous Base Prospectus** dated 25 January 2021, the following applies:*

[Garant [Performance] Securities]

[Downside Garant [Performance] Securities]

[All Time High Garant Securities]

[Garant Cash Collect Securities]

[Downside Garant Cash Collect Securities]

[Garant Barrier Securities]

[Downside Garant Barrier Securities]

[Garant Barrier Geoscope Securities]

[Twin-Win Garant Securities]

[Downside Twin-Win Garant Securities]

[Win-Win Garant Securities]

[Icarus Garant Securities]

[Downside Icarus Garant Securities]

[Garant Express Securities]

[Downside Garant Express Securities]

[Garant Bonus Securities]

[Downside Garant Bonus Securities]

[Protection Garant Securities]

[Downside Protection Garant Securities]

[Garant Cash Collect Securities with Multi-Underling]

[Garant Performance Securities with Multi-Underling]

[Protection Garant Securities with Multi-Underling]

[Downside Protection Garant Securities with Multi-Underling]

[Garant Barrier Securities with Multi-Underling]

[Garant Rainbow Securities with Multi-Underling]

[Garant Dispersion Securities with Multi-Underling]

[Garant Barrier Reverse Convertible Securities with Multi-Underling]

[Downside Garant Barrier Reverse Convertible Securities with Multi-Underling]

[Garant Securities linked to Target Vol Basket Strategies]

[Garant Securities linked to Basket Target Vol Strategies with Locally Floored/Capped Asian Out]

[Garant Securities linked to Target Vol Strategies]

[Garant Securities linked to Target Vol Strategies with Locally Floored/Capped Asian Out]

[Garant Telescope Securities linked to Target Vol Strategies]<sup>11</sup>

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<sup>11</sup> The Nominal Amount of Garant Telescope Securities linked to Target Vol Strategies shall not be less than EUR 100,000.

[Hybrid Garant Cash Collect Securities]

[Hybrid Garant Performance Securities]

[Hybrid Garant Barrier Securities]

[with [Basket Performance Determination] [Best-of Performance Determination] [Worst-of Performance Determination]]

[with [Date-related] [Average] [Daily] Automatic Early Redemption [(Upside)] [(Downside)]]

[with Cap]

[with Protection Lock-in Feature]

[with [Final] [Date-related] [Daily] [Continuous] Barrier Observation [(Upside) [Downside] [Reference Rate)]]

[(Product Type ([insert number of Product Type according to the Base Prospectus)])]

[(Non-Quanto Securities] [Quanto Securities] [Compo Securities)])]

*[In the case of Securities issued under the **Previous Base Prospectus dated 24 February 2020**, the following applies:*

[Garant Securities]  
[All Time High Garant Securities]  
[FX Upside Garant Securities]  
[FX Downside Garant Securities]  
[Garant Cliquet Securities]  
[Garant Cash Collect Securities]  
[Garant Cash Collect Barrier Securities]  
[Garant Downside Cash Collect Barrier Securities]  
[Garant Performance Cliquet Securities]  
[Garant Digital Cash Collect Memory Securities]  
[Garant Digital Cash Collect Securities]  
[Garant Performance Cash Collect Securities]  
[Garant Digital Coupon Securities]  
[Garant Digital Cliquet Securities]  
[Garant Performance Telescope Securities]  
[Garant Telescope Securities]  
[Garant Coupon Geoscope Securities]  
[Twin-Win Garant Securities]  
[Twin-Win Garant Type 2 Securities]  
[Twin-Win Downside Garant Securities]  
[Win-Win Garant Securities]  
[Icarus Garant Securities]  
[Garant Geoscope Securities]  
[Express Garant Securities]  
[Downside Express Garant Securities]  
[Bonus Garant Securities]  
[Downside Bonus Garant Securities]  
[Protection Garant Securities]  
[Downside Protection Garant Securities]  
[Protection Basket Garant Securities]  
[Downside Protection Basket Garant Securities]  
[Garant Basket Securities]  
[Garant Rainbow Securities]  
[FX Upside Garant Basket Securities]  
[FX Downside Garant Basket Securities]  
[Proxy FX Upside Garant Basket Securities]  
[Proxy FX Downside Garant Basket Securities]  
[Garant Performance Telescope Basket Securities]  
[Garant Securities linked to Target Vol Basket Strategies]

[Garant Securities linked to Target Vol Strategies with Locally Floored/Capped Asian Out]  
[Garant Securities linked to Basket Target Vol Strategies with Locally Floored/Capped Asian Out]  
[Garant Telescope Securities linked to Target Vol Strategies]<sup>12</sup>  
[Garant Securities linked to Target Vol Strategies]  
[Worst-of Cash Collect Garant Securities]  
[Worst-of Cash Collect Autocallable Garant Securities]  
[Reverse Icarus Garant Securities]  
[Worst-of Barrier Reverse Convertible Garant Securities]  
[Worst-of Barrier Reverse Convertible Downside Garant Securities]  
[(Product Type ([insert number of Product Type according to the Previous Base Prospectus dated 24 February 2020]))]

**[Interest:**

[The Securities do not bear interest.]  
[Fixed Interest Rate]  
[Floating Interest Rate [(Floater)] [(Spread Floater)]]  
[Digital Interest Rate (Digital [Upside] [Downside])]]

**[Additional Amount:**

[With Additional [Conditional] [Unconditional] Amount (m) [(Upside) [Downside] [Range] Coupon) [(Step-up) Memory)] [(Upside) [Downside] Performance) [(Cliquet [Performance])] [(Telescope) [Geoscope [Barrier])] [(Upside) [Downside] [Range] Accrual)] [with Lock-in Feature]  
[With Additional Unconditional Amount (l)]]

**Admission to trading [and listing]:**

[If an application of admission to trading of the Securities has been or will be made, the following applies:

Application [has been] [will be] made for the Securities to be admitted to trading [within [Insert period of time] from the Issue Date] [with effect from [Insert expected date]] on the following markets: [Regulated market of the Luxembourg Stock Exchange] [Insert other market(s)].]

[Application to listing will be made as of [Insert] on the [professional segment of the] following markets: [official list of the regulated market of the Luxembourg Stock Exchange] [Insert].]

[If the Securities are already admitted to trading, the following applies:

The Securities are already admitted to trading on the following regulated or other equivalent markets: [Insert relevant regulated or other equivalent market(s)].]

[If securities of the same class of the Securities admitted to trading are already admitted to trading on a regulated or an equivalent market, the following applies:

To the knowledge of the Issuer, securities of the same class of the Securities to be offered or admitted to trading are already admitted to trading on the following markets: [regulated market of the Luxembourg Stock Exchange] [Insert other relevant regulated or (an) equivalent market(s)].]

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<sup>12</sup> The Nominal Amount of Garant Telescope Securities linked to Target Vol Strategies shall not be less than EUR 100,000.

[Not applicable. No application for the Securities to be admitted to trading on a regulated or equivalent market has been made [and no such application is intended].]

[[However,] [In addition,] application to [listing] [trading] [will be] [has been] made with effect from [Insert expected date] on the following [markets] [multilateral trading facilities (MTF)] [trading venues]: [Insert relevant market(s), MTF(s) or trading venue(s)].]

[[However, the] [The] Securities are already [listed] [traded] on the following [markets] [multilateral trading facilities (MTF)] [trading venues]: [Insert relevant market(s), MTF(s) or trading venue(s)].]

[The [Insert name of the Market Maker] (the "**Market Maker**") undertakes to provide liquidity [through bid and offer quotes] in accordance with the market making rules of [Insert relevant market(s), MTF(s) or trading venue(s)], where the Securities are expected to be [listed] [traded]. [The obligations of the Market Maker are regulated by the rules of [the markets organized and managed by [Insert relevant market(s), MTF(s) or trading venue(s)], and the relevant instructions to such rules] [Borsa Italiana SeDeX MTF] [EuroTLX market] [insert relevant market, MTF or trading venue]. [Moreover, the Market Maker undertakes to apply, in normal market conditions, a spread between bid and offer quotes not higher than [· ] %.]]

### **Payment and delivery:**

[If the Securities will be delivered against payment, the following applies:

Delivery against payment]

[If the Securities will be delivered free of payment, the following applies:

Delivery free of payment]

[Insert other method of payment and delivery]

### **Terms and conditions of the offer:**

Prohibition of Sales to EEA Retail Investors: [[Applicable][Not applicable] (*If the Securities clearly do not constitute "packaged" products, "Not applicable" should be specified. If the Securities may constitute "packaged" products and no KID will be prepared, "Applicable" should be specified.*)]

[Day of the first public offer: [Insert the day of the first public offer]]

[Start of the new [public] offer: [Insert] [(continuance of the public offer of previously issued securities)] [(increase of previously issued securities)].]

[The Securities are [initially] offered during a Subscription Period [at the Issue Price] [, and continuously offered thereafter] (the "**Offer Period**").

Subscription Period: [Insert first day of subscription period] to [Insert last day of subscription period] [(Insert] [p.m.] [a.m.] [Insert] local time)]

[In the case of Securities being offered to Italian consumers, the following applies:

[Subscription orders are irrevocable [,] [except for provisions [in respect to the "door to door selling", in relation to which the subscription orders will be accepted starting from [Insert first day of subscription period] to [Insert last day of door to door subscription period]] [and] [in respect to the "long distance technique selling", in relation to which subscription orders will be accepted starting from [Insert first day of subscription period] to [Insert last day of long distance technique selling subscription period]] – unless closed in advance and without previous notice –] and will be satisfied within the limits of the maximum number of Securities on offer.]

The Securities can be placed by the [relevant] Distributor through ["door to door selling" (through financial sales agents, pursuant to the articles 30 and 31 of the Italian Legislative Decree 24 February 1998, n. 58)] [or] ["long distance technique selling" (pursuant to the article 67-duodecies, Par. 4 of the Italian Legislative Decree 6 September 2005, n. 206)]. Therefore, the effects of the subscription agreements will be suspended [for seven days, with reference to those "door to door selling" [,] [and]

[for fourteen days, with reference to "long distance technique selling", from the date of the subscription by the investors. Within such terms, the investor can withdraw by means of a notice to the financial promoter or the Distributors without any liability, expenses or other fees according to the conditions indicated in the subscription agreement.]

[Minimum Subscription Amount: *[Insert]*]

[Maximum Subscription Amount: *[Insert]*]

[The smallest transferable [unit][lot][amount] is *[Insert]*.]

[The smallest tradable [unit][lot][amount] is *[Insert]*.]

[The Securities will be offered to [qualified investors][,] [and/or] [retail investors] [and/or] [institutional investors] [by way of [a private placement] [a public offering]] [by financial intermediaries].]

[Tranche reserved for certain countries: *[insert details]*.]

[A public offer will be made in [Luxembourg] [,] [and] [Germany] [,] [and] [Italy] [,] [and] [Bulgaria][,] [and] [Croatia][,] [and] [the Czech Republic][,] [and] [France][,] [and] [Hungary][,] [and] [Poland] [,] [and] [the Slovak Republic] [,] [and] [Ireland] [,] [and] [Portugal] [and] [Spain].]

[As of the [day of the first public offer] [start of the new public offer] the Securities described in the Final Terms will be offered on a continuous basis [up to its maximum issue size].]

[The number of offered Securities may be reduced or increased by the Issuer at any time and does not allow any conclusion on the size of actually issued Securities and therefore on the liquidity of a potential secondary market.] *[Insert manner for refunding amounts paid in excess by applicants if applicable]*

[The continuous offer will be made on current ask prices provided by the Issuer.]

[The public offer may be terminated or withdrawn by the Issuer at any time without giving any reason.]

[No public offer occurs.] [The Securities [will] [shall] be admitted to [trading on] a regulated or other equivalent market.]

[The effectiveness of the offer is subject to [the adoption of the admission provision for trading by *[insert market(s) or trading venue(s)]* prior to the Issue Date] [the confirmation, prior to the Issue Date, by *[insert relevant market(s) or trading venue(s)]* on the admissibility of the payoff with start of trading on the *[insert number of days]* business day following the Issue Date]. The Issuer undertakes to request the admission to trading on *[insert market(s) or trading venue(s)]* in time for the adoption of the admission provision by the Issue Date.]

[Manner and date in which results of the offer are to be made public: [Not applicable][*[Insert details]*].]

[The Distributor is *[insert name and details]*.]

[The [Issuer] [relevant Distributor] *[insert other]* is the intermediary responsible for the placement of the Securities (*'Responsabile del Collocamento'*), as defined in article 93-bis of the Italian Legislative Decree 24 February 1998, n. 58 (as subsequently amended and supplemented).]

[No specific allocation method is established. Subscription requests shall be satisfied by the relevant office in a chronological order and within the limits of the available amount. *[Insert details in relation to the notification to applicants of the amount allotted]*]

## **Use of Proceeds and Reasons for the Offer**

[The net proceeds from the issue of Securities by the Issuer will be used for its general corporate purposes, i.e. making profit and/or hedging certain risks.]

[The Issuer [intends to] [will] use the [initial] net proceeds from the issue of Securities [(after deduction of potential expenses for derivative hedging arrangements)] for [Eligible Green Projects] [,] [and] [Eligible Social Projects] [and] [Eligible Sustainability Projects] or a re-financing of [any combination of] such projects. Further details on [Green Bonds/Securities] [,] [and] [Social Bonds/Securities] [and]

[Sustainability Bonds/Securities] are included in the Issuer's Sustainability Bond Framework made available on the Issuer's website in the investor relations section at [www.unicreditgroup.eu .]

[Insert further details]

[Estimated total expenses of the [issue/offer] [admission to trading]: [Insert]]

[Estimated net amount of the proceeds: [Insert]]

### **Placement and Underwriting:**

[Not applicable.]

[Manager: [UniCredit Bank AG] [Insert name and address] [has agreed to [underwrite [insert quota] of] [place] the issue [on a firm commitment basis] [without a firm commitment] [under 'best effort arrangements']. [The underwriting agreement is dated as of [Insert date]]].]

[Placer[s]: [UniCredit Bank AG] [Insert name, address and countries] [has agreed to [underwrite [insert quota] of] [place] the issue [on a firm commitment basis] [without a firm commitment] [under 'best effort arrangements']. [The underwriting agreement is dated as of [Insert date]]].<sup>13</sup>

[[Insert quota] is not underwritten.]

### **Consent to the use of the Base Prospectus:**

[In the case of a general consent, the following applies:

The Issuer consents to the use of the Base Prospectus by all financial intermediaries (so-called general consent).

Such consent to use the Base Prospectus is given [for the following period: [insert period for consent] [during the period of the validity of the Base Prospectus].

General consent for the subsequent resale or final placement of Securities by the financial intermediaries is given in relation to [Luxembourg] [,] [and] [Germany] [,] [and] [Italy] [,] [and] [Bulgaria][,] [and] [Croatia][,] [and] [the Czech Republic][,] [and] [France][,] [and] [Hungary][,] [and] [Poland] [,] [and] [the Slovak Republic] [,] [and] [Ireland] [,] [and] [Portugal] [and] [Spain].]

[In the case of an individual consent the following applies:

The Issuer consents to the use of the Base Prospectus by the following financial intermediaries (so-called individual consent):

[Insert name(s) and address(es)].

Such consent to use the Base Prospectus is given [for the following period: [insert period for consent] [during the period of the validity of the Base Prospectus].

Individual consent for the subsequent resale or final placement of the Securities by the financial intermediar[y][ies] is given in relation to [Luxembourg] [,] [and] [Germany] [,] [and] [Italy] [,] [and] [Bulgaria][,] [and] [Croatia][,] [and] [the Czech Republic][,] [and] [France][,] [and] [Hungary][,] [and] [Poland] [,] [and] [the Slovak Republic] [,] [and] [Ireland] [,] [and] [Portugal] [and] [Spain].]

[The Issuer's consent to the use of the Base Prospectus is subject to the condition that (i) each financial intermediary complies with the applicable selling restrictions and the terms and conditions of the offer and (ii) the consent to the use of the Base Prospectus has not been revoked.]

[In addition, the Issuer's consent to the use of the Base Prospectus is given under the condition that the financial intermediary using the Base Prospectus commits itself to comply any information and notification requirements under investment laws and regulations with regard to the Underlying or its components. This commitment is made by the publication of the financial intermediary on its website

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<sup>13</sup> Repeat for additional underwriting commitments, if necessary.



stating that the prospectus is used with the consent of the Issuer and subject to the conditions set forth with the consent.]

[Moreover, the Issuer's consent to the use of the Base Prospectus is subject to the condition that the financial intermediary using the Base Prospectus commits itself towards its customers to a responsible distribution of the Securities. This commitment is made by the publication of the financial intermediary on its website stating that the prospectus is used with the consent of the Issuer and subject to the conditions set forth with the consent.]

[Besides, the consent is not subject to any other conditions.]

[Not applicable. No consent is given.]

### **Interest of Natural and Legal Persons involved in the Issue/Offer:**

[Any of the distributors and their affiliates may be customers or borrowers of the Issuer and its affiliates. In addition, any of such distributors and their affiliates may have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer, or its affiliates in the ordinary course of business.]

[[UniCredit S.p.A.] [and][or] [UniCredit Bank AG] [and] [or] [[T][t]he Distributor] [has] [have] a conflict of interest with regard to the Securities as they belong to UniCredit Group.]

[[UniCredit S.p.A.] [UniCredit Bank AG] is the Distributor of the Securities.]

[[UniCredit S.p.A.] [UniCredit Bank AG] [The Distributor] is the Calculation Agent of the Securities.]

[[UniCredit S.p.A.] [UniCredit Bank AG] [The Distributor] is [also] the [Principal] Paying Agent of the Securities.]

[[UniCredit S.p.A.] [UniCredit Bank AG] [The Distributor] is the arranger of the Securities.]

[[UniCredit S.p.A.] [,][and] [UniCredit Bank AG] [,][and] [The Distributor] [has][have] a conflict of interest with regard to the Securities as [it] [they] act[s] as systematic internalizer in the execution of customer orders.]

[[UniCredit S.p.A.] [UniCredit Bank AG] acts as [index sponsor] [and] [, index calculation agent] [and] [, index advisor] [and] [index committee] with respect to the [Underlying] [or] [Basket Components] of the Securities.]

[With regard to trading of the Securities [UniCredit S.p.A.][UniCredit Bank AG][a swap counterparty][the Distributor] has a conflict of interest being also the Market Maker on [*Insert relevant regulated or equivalent market(s) or other market(s) or trading venue(s)*] [any [regulated or equivalent] [or] [other] market(s) [or] [trading venue(s)] where the Securities are listed or admitted to trading].]

[[*Insert relevant regulated or equivalent market(s) or other market(s) or trading venue(s)*] [Any [regulated or equivalent] [or] [other] market(s) [or] [trading venue(s)] where the Securities are listed or admitted to trading] is organised and managed by the [*insert*] [UniCredit S.p.A.][UniCredit Bank AG][the Distributor][a company in which UniCredit S.p.A. [– the holding company of UniCredit Bank AG – ] [has a stake in] [and] [is related to]].]

[[*Insert relevant regulated or equivalent market(s) or other market(s) or trading venue(s)*] is a related party to [UniCredit S.p.A.][UniCredit Bank AG]. [The term related party, in relation to an entity, means any other entity which, directly or indirectly, controls that entity, or is controlled, directly or indirectly, by that entity, or where the entity and the other entity, directly or indirectly, are under the control of a common entity.]]

[[UniCredit S.p.A.][UniCredit Bank AG] [or] [one of its affiliates] acts as an investment advisor or manager of a fund used as Underlying or Basket Components.]

[The [relevant] Distributor receives from the Issuer an implied placement commission comprised in the Issue Price [*insert*] [while] [the Issuer] [*insert*] [will receive] [an implied structuring commission] [*insert*] [and other charges].]

[Other than as mentioned above,[and save for ], so far as the Issuer is aware, no person involved in the issue of the Securities has an interest material to the offer, including conflicting interests.] [Not applicable. No person involved in the issue of the Securities has an interest material to the issue, including conflicting interests.]

[Not applicable.]

#### **Additional information:**

*[Insert additional provisions or example(s) relating to complex derivative securities to explain how the value of the investment is affected by the value of the underlying and the nature of those securities]*  
[Not applicable]

*[Insert additional information / source where information on the Underlying / Reference Rate can be obtained, including source(s) of information by third parties and whether or not it can be obtained free of charge]*

The Issuer will not provide any post-issuance information, except if required by any applicable laws and regulations.

## **SECTION B – CONDITIONS**

### **Part A - General Conditions of the Securities**

*[In case of non-consolidated General Conditions, complete relevant placeholders and specify relevant options:*

|                                |   |
|--------------------------------|---|
| Type of the Securities / Form: | [Notes]<br>[Certificates]   |
| Applicable Law:                | [German law (Option 1 of the General Conditions is applicable)]<br>[Italian law (Option 2 of the General Conditions is applicable)]   |
| Global Note:                   | [Permanent Global Note]<br>[Temporary Global Note]<br>[Not applicable]  |
| Form:                          | [The Securities are represented by a global note without interest coupons] [in dematerialized registered form (book entry)]   |
| Principal Paying Agent:        | [UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany] [Citibank, N.A., London Branch, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom] [UniCredit S.p.A., Piazza Gae Aulenti 3 - Tower A - 20154 Milan, Italy] <i>[Insert name and address of other paying agent]</i> |
| French Paying Agent:           | [Applicable] [Not applicable]   |
| Calculation Agent:             | [UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany] [UniCredit S.p.A., Piazza Gae Aulenti 3 - Tower A - 20154 Milan, Italy]<br><i>[Insert name and address of other calculation agent]</i>  |
| Clearing System, Custody:      | [CBF]<br>[CBL and Euroclear Bank]<br>[Euroclear France]<br>[Monte Titoli]   |

[Other]

*[In the case of Securities being offered to Italian consumers, the following applies: (bridge to Monte Titoli)]*

[General Conditions designated as "*in the case of Securities governed by German law, insert:*" shall apply.]

[General Conditions designated as "*in the case of Securities governed by Italian law, insert:*" shall apply.]

*[In case of consolidated General Conditions, insert the relevant Option of the "General Conditions" (including relevant options contained therein) and complete relevant placeholders]*

**Part B - Product and Underlying Data**

*[Insert "Product and Underlying Data" (including relevant options contained therein) and complete relevant placeholders]*

**Part C - Special Conditions of the Securities**

*[Insert the relevant Option of the "Special Terms and Conditions of the Securities" (including relevant options contained therein) and complete relevant placeholders]*

UniCredit S.p.A.

## TAX WARNING

The Issuer assumes no responsibility for deducting any withholding taxes. The taxation of income from the Securities is subject to the tax laws in the Republic of Italy, where the Issuer has its registered seat. In addition, the taxation of the Securities may be subject to the tax laws of the country, where the Principal Paying Agent has its registered seat or any other national law of a country, where any other paying agent has its registered seat as well as any national law to the extent investors in the Securities are subject to such laws (i.e. law of Luxembourg, Germany, Italy, Croatia, the Czech Republic, Hungary, Poland, the Slovak Republic, Bulgaria, France, Ireland, Portugal or Spain).

### **U.S. Withholding Tax**

**Payments under index-linked Securities and equity-linked Securities may be subject to U.S. withholding tax.**

U.S. tax rules stipulate that for certain financial instruments (such as for the Securities) a withholding tax (of up to 30% depending on the application of income tax treaties) may be imposed if the payment (or deemed payment) on the financial instruments is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States.

**This tax liability may apply even if pursuant to the terms and conditions of the Securities no actual dividend-related amount is paid or a dividend-related adjustment is made and thus investors can only determine with difficulty or not at all any connection to the payments to be made in respect of the Securities.**

**The Issuer or the custodian of the Security Holder is entitled to deduct from payments made under the Securities any withholding tax accrued in relation to payments made under the Securities.**

Furthermore, the Issuer is entitled to take any tax liability pursuant to section 871(m) of the IRC into account in original and continuous pricing of the Securities and to comply with the withholding obligation using provisions that have to be made accordingly. Moreover, a 30% tax rate is generally applied, also when taking account of the tax liability in continuously adjusting amounts, due to the necessity of using a uniform rate for all investors in all cases mentioned. A double taxation may occur in relation to payments made under the Securities in that payments on the Securities may be subject to both U.S. tax and local tax, with no tax credit for the U.S. tax.

If U.S. dividend equivalent taxes are withheld, neither the Issuer nor any paying agent, the custodian of the Security Holder or any other person would be obliged to pay additional amounts to the Security Holders as a result of the deduction or withholding.

## GENERAL INFORMATION

### SELLING RESTRICTIONS

#### *General*

No action has been or will be taken in any jurisdiction by the Issuer that would permit a public offer of the Securities, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required other than the approval of the Base Prospectus by the CSSF and a notification to the countries set forth in the Final Terms under "Terms and conditions of the offer".

The distribution of the Base Prospectus and the offering of Securities may be subject to statutory restrictions in certain jurisdictions. This may in particular affect the offer, sale, possession and/or distribution of Securities as well as the distribution, publication or possession of the Base Prospectus. Persons having access to the Securities and/or the Base Prospectus are required to obtain information on and comply with such restrictions on their own responsibility.

No offers, sales or deliveries of any Securities, or distribution of any offering material relating to the Securities, may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and will not impose any obligation on the Issuer other than the approval and notification(s) mentioned above.

In particular, the Base Prospectus may not be used for the purpose of an offer or advertisement (i) in a country where the offer or advertisement has not been approved provided that such approval is required and/or (ii) to a person to whom such offer or advertisement may not legally be made.

The Base Prospectus including possible supplements thereto and the Final terms do not constitute an offer or an invitation to purchase Securities to any person and may not be viewed as recommendations by the Issuer to purchase Securities.

#### *United States of America*

The Securities have not been and will not be registered under the Securities Act of 1933, as amended ("**Securities Act**"), and, except as provided in the applicable Final Terms with respect to Securities with a maturity on the issue date of one year or less, may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to another exemption from, or in a transaction otherwise not subject to, the registration requirements of the Securities Act.

Any person when purchasing the Securities agrees with the Issuer and, if different, the seller of such Securities that (i) it will not at any time offer, sell, resell or deliver, directly or indirectly, any Securities so purchased in the United States or to, or for the account or benefit of, any U.S. person, (ii) it is not purchasing any Securities for the account or benefit of any U.S. person and (iii) it will not make offers, sales, re-sales or deliveries of any Securities (otherwise acquired), directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person.

#### *Prohibition of sales to EEA retail investors*

Unless the Final Terms in respect of any Securities specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Manager has represented and agreed, and each further Manager appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression "retail investor" means a person who is one (or more) of the following:
  - i. a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
  - ii. a customer within the meaning of Directive 2016/97/EU ("**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

- iii. not a qualified investor as defined in Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"); and
- (b) the expression an "offer" includes 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.

## **AUTHORISATION**

The establishment of the Issuance Programme of UniCredit S.p.A. and the issue of Securities under that Programme were duly authorised by the Board of Directors of UniCredit dated 13 January 2021.

## **CLEARING SYSTEM**

Securities may be cleared, separately or jointly, through Euroclear Bank SA/NV as operator of the Euroclear system (1 Boulevard du Roi Albert IIB, 1210 Brussels, Belgium) ("**Euroclear Bank**"), Clearstream Banking S.A., Luxembourg (42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg) ("**Clearstream Banking SA**" or "**CBL**"), Clearstream Banking AG, Frankfurt am Main (Mergenthalerallee 61, 65760 Eschborn, Germany) ("**Clearstream Banking AG**" or "**CBF**"), Euroclear France S.A. (66 Rue de la Victoire, 75009 Paris, France) ("**Euroclear France**"), Monte Titoli S.p.A. (Piazza degli Affari no. 6, Milan, Italy) ("**Monte Titoli**") and/or any alternative clearing system as specified in the Final Terms. The appropriate security identification codes for each Series of Securities will be contained in the Final Terms. The Issuer may decide to deposit, or otherwise arrange for the clearance of, Securities issued under the Programme with or through an alternative clearing system. The relevant details of such alternative clearing system will be specified in the Final Terms.

## **AGENTS**

Principal Paying Agents under the Programme are UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany and (for Securities deposited with Clearstream Banking SA and Euroclear Bank) Citibank, N.A., London Office, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom or UniCredit S.p.A., Piazza Gae Aulenti 3 - Tower A - 20154 Milan, Italy.

French Paying Agent for Euroclear France S.A. is CACEIS Bank S.A., 1-3 rue place Valhubert, 75206 Paris Cedex 13, France.

Calculation Agent under the Programme is UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany or UniCredit S.p.A., Piazza Gae Aulenti 3 - Tower A - 20154 Milan, Italy.

The relevant Luxembourg Listing Agent under the Programme is BNP Paribas Securities Services, Luxembourg Branch, 60, avenue J.F. Kennedy, L-2085 Luxembourg.

The Issuer may decide to appoint another Principal Paying Agent and/or Calculation Agent for the Securities issued under the Base Prospectus. The relevant details of such alternative Principal Paying Agent and/or Calculation Agent will be specified in the Final Terms.

## **INTEREST OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER**

### **Other transactions**

The Issuer is active on a daily basis in the international and Italian securities, currency, credit derivatives and commodities markets. The Issuer can accordingly conclude transactions for the own account or for the account of customers that directly or indirectly relate to the Securities.

Furthermore, the Issuer may conclude transaction in relation to the relevant Underlying or Basket Component. When concluding these transactions, the Issuer can act without considering the interests of the Security Holders. Such transaction can have a negative effect on the performance of the relevant Underlying or Basket Component. The Issuer can pursue economic interests which are contrary to the interests of the investors when doing so. This includes transactions of the Issuer that hedge its obligations under the Securities. The value of the Securities may also be affected by the dissolution of some or all of these hedging transactions. The Issuer can purchase and sell Securities for the own account or for the account of third parties and issue other Securities. In particular, the Issuer, a distribution partner and their affiliates may issue securities in relation to an Underlying or Basket Component on which they have already issued securities.

## **Business relationships**

Every distribution partner and/or its affiliates may be customers or borrower of the Issuer or its affiliates. Furthermore, these distribution partner and their affiliates may have entered into investment banking and/or (commercial bank) transactions with the Issuer and its affiliates. They may also continue to enter into such transactions in the future and may render services to the Issuer and its affiliates in the ordinary course of business. For this reason, the distribution partners and/or their affiliates may have a special interest in the commercial success of the Issuer and in continuing their business relations with the Issuer.

In addition, conflicts of interest of the Issuer or the persons involved in the offer may arise from the following reasons and may lead to decisions unfavourable for the Security Holder being made:

### **The Issuer itself or any affiliate determines the Issue Price.**

Distribution partners may receive certain financial rewards from the Issuer or any affiliate in the form of sales-dependant placement provisions and/or portfolio commissions.

The Issuer, a distribution partner, as well as any of their affiliates may act as Calculation Agent or Paying Agent under the Securities.

The Issuer, a distribution partner, as well as any of their affiliates maintains business relations with other issuers of financial instruments, their affiliates, competitors or guarantors.

The Issuer, a distribution partner, as well as any of their affiliates act as syndicate bank, financial advisor or bank of another issuer of financial instruments. The Issuer or one of its affiliates may itself act as an index sponsor, index calculator, consultant or index committee of an index compiled by it or by a legal entity belonging to the same group.

The Issuer as well as any of their affiliates might be acting as advisor of funds.

### **Information in relation to the Underlying or Basket Component**

The Issuer and its affiliates may possess or obtain material, non-public information on the Underlying or Basket Component. The Issuer and its affiliates are not obliged to disclose such information to the Security Holders. Potential investors therefore depend on public information when analysing the Underlying or Basket Components. The Underlying or Basket Component may be issued by the Issuer or another company belonging to the UniCredit Group.

### **Pricing by the Issuer**

The Issuer or its affiliates can act as the Market Maker for the Securities. The prices are then not directly determined by supply and demand. Therefore the setting of the price for the Securities differs from exchange trading, where the price relies on supply and demand. The Issuer and its affiliates may also act as Market Maker for the Underlying or Basket Component. Market Making can influence the price of the Underlying or Basket Component and thereby the value of the Securities. The prices set by the Market Maker will not always correspond to the prices which would develop in a liquid market. Bid and ask prices quoted by the Market Maker on the secondary market are determined on the basis of the fair value of the Securities. The fair value depends, among other things, on the value of the Underlying or Basket Component.

The Market Maker sets the spread between the bid and ask prices. The bid price is the price at which the Market Maker buys the Securities. The ask price is the price at which the Market Maker sells the Securities. The spread depends both on supply and demand for the Securities and on certain yield considerations. Some costs are deducted when pricing the Securities over the life of the Securities. However, this is not always done evenly over the term. Costs can be deducted in full from the fair value of the Securities at an early stage as determined by Market Maker. The prices quoted by the Market Maker may therefore deviate significantly from the fair value or the economically expected value of the Securities. In addition, the Market Maker may at any time change the method by which it determines the prices quoted. For example, the Market Maker may increase or decrease the spread between bid and ask prices.

### **Other potential conflicts of interest**

- UniCredit S.p.A., UniCredit Bank AG and/or the Distributor may have a conflict of interest with regard to the Securities as/if they belong to UniCredit Group.

- UniCredit S.p.A. or UniCredit Bank AG may be the Distributor of the Securities.
- UniCredit S.p.A., UniCredit Bank AG or the Distributor may be the Calculation Agent of the Securities.
- UniCredit S.p.A., UniCredit Bank AG or the Distributor may also be the (Principal) Paying Agent of the Securities.
- UniCredit S.p.A., UniCredit Bank AG or the Distributor may also be the arranger of the Securities.
- UniCredit S.p.A., UniCredit Bank AG or the Distributor may have a conflict of interest with regard to the Securities if they act as systematic internalizer in the execution of customer orders.
- UniCredit S.p.A., UniCredit Bank AG or the Distributor may act as index sponsor, index calculation agent, index advisor and index committee with respect to the Underlying or Basket Component of the Securities.
- With regard to trading of the Securities UniCredit S.p.A., UniCredit Bank AG, a swap counterparty or the Distributor may have a conflict of interest being also the Market Maker on any regulated or equivalent or other market(s) or trading venue(s) where the Securities are listed or admitted to trading.
- Any relevant regulated or equivalent or other market(s) or trading venue(s) where the Securities are listed or admitted to trading may be organised and managed by the UniCredit S.p.A., UniCredit Bank AG or the Distributor or a company in which UniCredit S.p.A. has a stake or is related to.
- UniCredit S.p.A., UniCredit Bank AG or one of their affiliates may act as an investment advisor or manager of a fund used as Underlying or Basket Component.
- The relevant Distributor may receive from the relevant Issuer an implied placement commission comprised in the Issue Price, while the Issuer or another person may receive an implied structuring commission and/or other commissions or charges.

### **THIRD PARTY INFORMATION**

Where information has been sourced from a third party, the Issuer confirms that to the best of its knowledge this information has been accurately reproduced and that so far as the Issuer is aware and able to ascertain from information published by such third party no facts have been omitted which would render the reproduced information inaccurate or misleading.

To the extent additional information is included in the Final Terms (for example, with regard to information about the Underlying or Basket Component), the respective source for the corresponding information is stated at the relevant place.

Reference may also be made to websites for information about the Underlying or Basket Component and the respective Final Terms. These websites can be used as a source of information for the description of the Underlying or Basket Component. The Issuer assumes no warranty for the accuracy of the content and the completeness of the data shown on the websites.

### **USE OF PROCEEDS AND REASONS FOR THE OFFER**

The net proceeds from each issue of Securities by the Issuer will be used for the following purposes, as indicated in the relevant Final Terms:

- a) its general corporate purposes, i.e. making profit and/or hedging certain risks.
- b) Eligible Green Projects, Eligible Social Projects, Eligible Sustainability Projects or a re-financing of any combination of each of the Eligible Green Projects (the "**Green Securities**"), Eligible Social Projects (the "**Social Securities**") or Eligible Sustainability Projects (the "**Sustainability Securities**").

In accordance with the ICMA Green Bond Principles, the ICMA Social Bond Principles and the ICMA Sustainability Bond Guidelines, as applicable from time to time, only Securities financing or refinancing Eligible Green Projects, Eligible Social Projects or Eligible Sustainability Projects, as the case may be, and complying with the relevant eligibility criteria and any other criteria set out in the Issuer's Sustainability Bond Framework (as defined below) will be classified as Green Securities, Social



Securities or, as the case may be, Sustainability Securities.

For the purposes of this section:

**"Eligible Green Projects"** means projects identified as such in the Issuers Sustainability Bond Framework.

**"Eligible Social Projects"** means projects identified as such in the Issuers Sustainability Bond Framework.

**"Eligible Sustainability Projects"** means projects identified as such in the Issuers Sustainability Bond Framework.

Prior to the relevant Issue Date of the Securities, the **"Issuer's Sustainability Bond Framework"** and any opinion on such framework issued by a second party consultant (a **"Second Party Opinion"**) as well as any public reporting by or on behalf of the Issuer in respect of the application of the proceeds of any issue of Green Securities, Social Securities and Sustainability Securities, published by the Issuer from time to time, (an **"ESG Reporting"**) will be available in the website of the Issuer as indicated in the relevant Final Terms. For the avoidance of doubt, neither the Issuer's Sustainability Bond Framework nor any Second Party Opinion nor any ESG Reporting is, nor shall be deemed to be, incorporated in and/or form part of the Base Prospectus.

Where applicable, the estimated total expenses of the issue/offer and the estimated net amount of the proceeds will be disclosed in the relevant Final Terms.

#### **INFORMATION INCORPORATED BY REFERENCE**

The following information on the specified pages shall be incorporated by reference in, and form part of, the Base Prospectus in accordance with Art. 19 (1) of the Prospectus Regulation.

#### **Base Prospectus of UniCredit S.p.A. dated 24 February 2020 for the issuance of Securities with Single Underlying and Multi Underlying (with partial capital protection)**<sup>14</sup>

| <b>Section:</b>               | <b>Pages of the document where the incorporated information is set out:</b> | <b>Incorporation of information in this Base Prospectus on the following pages:</b> |
|-------------------------------|---|---|
| Description of the Securities | p. 41 to 139  | p. 192  |
| Conditions of the Securities  | p. 140 to 607   | p. 486  |

#### **First Supplement dated 13 May 2020 to the Base Prospectus dated 24 February 2020 for the issuance of Securities with Single Underlying and Multi Underlying (with partial capital protection)**<sup>15</sup>

| <b>Section:</b> | <b>Pages of the document where the incorporated information is set out:</b> | <b>Incorporation of information in this Base Prospectus on the following pages:</b> |
|-----------------|---|---|
|-----------------|---|---|

<sup>14</sup> The document has been approved by the CSSF and published on the following website: [www.investimenti.unicredit.it](http://www.investimenti.unicredit.it) (Info / Documentazione / UniCredit SpA / 2020). The referenced information is incorporated in the Base Prospectus pursuant to Art. 19(1)(a) of the Prospectus Regulation any may be directly accessed by clicking on this headline (hyperlink).

<sup>15</sup> The document has been approved by the CSSF and published on the following website: [www.investimenti.unicredit.it](http://www.investimenti.unicredit.it) (Info / Documentazione / UniCredit SpA / 2020). The referenced information is incorporated in the Base Prospectus pursuant to Art. 19(1)(a) of the Prospectus Regulation any may be directly accessed by clicking on this headline (hyperlink).

|   | <b>information is set out:</b> | <b>the following pages:</b> |
|---|--------------------------------|-----------------------------|
| Structure of the Conditions                   | p. 9                           | p. 486                      |
| Part A - General Conditions of the Securities | p. 10 to 13                    | p. 486                      |
| Part C - Special Conditions of the Securities | p. 14                          | p. 486                      |

**Base Prospectus of UniCredit S.p.A. dated 25 January 2021 for the issuance of Securities with Single Underlying and Multi Underlying (with partial capital protection)<sup>16</sup>**

| <b>Section:</b>               | <b>Pages of the document where the incorporated information is set out:</b> | <b>Incorporation of information in this Base Prospectus on the following pages:</b> |
|-------------------------------|---|---|
| Description of the Securities | p. 54 to 169  | p. 192  |
| Conditions of the Securities  | p. 170 to 427   | p. 486  |

**First Supplement dated 31 March 2021 to the Base Prospectus dated 25 January 2021 for the issuance of Securities with Single Underlying and Multi Underlying (with partial capital protection)<sup>17</sup>**

| <b>Section:</b>                               | <b>Pages of the document where the incorporated information is set out:</b> | <b>Incorporation of information in this Base Prospectus on the following pages:</b> |
|---|---|---|
| Structure of the Conditions                   | p. 11   | p. 486  |
| Part A - General Conditions of the Securities | p. 12 to 18   | p. 486  |
| Part C - Special Conditions of the Securities | p. 19 to 20   | p. 486  |

The non-incorporated parts of the aforementioned documents are either not relevant for potential investors or are covered elsewhere in this Base Prospectus.

<sup>16</sup> The document has been approved by the CSSF and published on the following website: [www.investimenti.unicredit.it](http://www.investimenti.unicredit.it) (Info / Documentazione / UniCredit SpA / 2021). The referenced information is incorporated in the Base Prospectus pursuant to Art. 19(1)(a) of the Prospectus Regulation any may be directly accessed by clicking on this headline (hyperlink).

<sup>17</sup> The document has been approved by the CSSF and published on the following website: [www.investimenti.unicredit.it](http://www.investimenti.unicredit.it) (Info / Documentazione / UniCredit SpA / 2021). The referenced information is incorporated in the Base Prospectus pursuant to Art. 19(1)(a) of the Prospectus Regulation any may be directly accessed by clicking on this headline (hyperlink).