

## **Final Terms**

dated 11.02.2025

UniCredit Bank GmbH

Legal Entity Identifier (LEI): 2ZCNRR8UK83OBTEK2170

Public offer of CZK Reverse Convertible on the fund BNP Paribas Funds Disruptive Technology Classic CZK  
Cap

(the "**Securities**")

relating to the

Base Prospectus for Securities with Single-Underlying (without capital protection) II

under the

**Euro 50,000,000,000**

**Debt Issuance Programme of**  
**UniCredit Bank GmbH**

*These final terms (the "**Final Terms**") have been prepared for the purposes of Regulation (EU) 2017/1129, in the version valid at the date of the Base Prospectus (the "**Prospectus Regulation**" and "**PR**") and must be read in conjunction with the Base Prospectus and any supplements thereto pursuant to Article 23 of the PR (the "**Supplements**") in order to obtain all the relevant information.*

*The Base Prospectus for Securities with Single-Underlying (without capital protection) II (the "**Base Prospectus**") comprises the Securities Note for Securities with Single-Underlying (without capital protection) II dated 7 October 2024 (the "**Securities Note**") and the Registration Document of UniCredit Bank GmbH dated 10 April 2024 (the "**Registration Document**").*

*The Securities Note, the Registration Document, any Supplements and these Final Terms as well as an additional copy of the summary of the particular emission are published in accordance with Article 21 of the PR on [www.onemarkets.cz](http://www.onemarkets.cz) (for investors in the Czech Republic) (along with the respective product details which will be available if the WKN or the ISIN is typed in the search function).*

*An issue specific summary is annexed to these Final Terms.*

***The validity of the above mentioned Base Prospectus, under which the Securities described in these Final Terms are issued, ends on 7 October 2025. From this point in time, these Final Terms are to be read together with the latest base prospectus for Securities with Single-Underlying (without capital protection) II of UniCredit Bank GmbH (including the information incorporated by reference in the latest base prospectus from the base prospectus, under which these securities have initially been issued) which follows the Base Prospectus. The latest base prospectus for Securities with Single-Underlying (without capital protection) II of UniCredit Bank GmbH will be published on [www.onemarkets.de/basisprospekte](http://www.onemarkets.de/basisprospekte) and on [www.onemarkets.cz](http://www.onemarkets.cz) (for investors in the Czech Republic).***

## **SECTION A – GENERAL INFORMATION**

### **Product Type:**

Reverse Convertible Securities with cash settlement or physical delivery (Non-Quanto Securities)

### **Offer and Sale of the Securities:**

#### ***Information on the offer:***

The Securities are offered starting from the 11.02.2025 within a Subscription Period.

The public offer may be terminated by the Issuer at any time without giving any reason.

#### ***Information on the Subscription Period:***

Subscription Period: 11.02.2025 to 13.03.2025 (2:00 pm Munich local time).

#### ***Issue Date of the Securities:***

*Issue Date:* 18.03.2025

#### ***Issue Volume of the Securities:***

The Issue Volume of the Series offered under and described in these Final Terms is specified in § 1 of the Product and Underlying Data.

The Issue Volume of the Tranche offered under and described in these Final Terms is specified in § 1 of the Product and Underlying Data.

#### ***Potential investors, offering countries:***

The Securities will be offered to qualified investors, retail investors and/or institutional investors.

A public offer will be made in the Czech Republic.

#### ***Delivery:***

Delivery against payment

#### ***Other information regarding the offer and sale of the Securities:***

The smallest transferable amount is CZK 50,000.

The smallest tradable amount is CZK 50,000.

#### ***Issue Price of the Securities, costs:***

#### ***Issue Price of the Securities, pricing:***

*Issue Price:* 100%

#### ***Selling concession:***

Not applicable

#### ***Other commissions, costs and expenses:***

The product specific initial costs contained in the issue price amount to 2.25%.

**Admission to trading and listing:*****Admission to trading:***

Not applicable. No application for the Securities to be admitted to trading has been made and no such application is intended.

**Consent to the use of the Base Prospectus:**

The Issuer consents to the use of the Base Prospectus, any Supplements and the relevant Final Terms for the subsequent resale or final placement of Securities by all financial intermediaries (so-called general consent).

***Offer Period:***

The consent is given during the period of the validity of the Base Prospectus.

***Offering countries:***

The consent is given in relation to the Czech Republic.

***Conditions of the consent:***

The Issuer's consent to the use of the Base Prospectus, any Supplements and the relevant Final Terms is subject to the following conditions:

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

Moreover, the Issuer's consent to the use of the Base Prospectus, any Supplements and the relevant Final Terms is subject to the condition that the financial intermediary using the Base Prospectus, any Supplements and the relevant Final Terms commits itself towards its customers to a responsible distribution of the Securities. This commitment is made by the publication of the financial intermediary on its website stating that the Base Prospectus is used with the consent of the Issuer and subject to the conditions set forth with the consent.

**Interest of Natural and Legal Persons involved in the Issue/Offer:**

The Issuer is also the arranger and the Calculation Agent and the Paying Agent of the Securities.

**Additional information:**

Not applicable

## SECTION B – CONDITIONS:

### Part A - General Conditions of the Securities

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

(the "**General Conditions**")

#### § 1

##### **Form, Clearing System, Global Note, Custody, Replacement by Electronic Securities**

- (1) *Form:* This tranche (the "**Tranche**") of securities (the "**Securities**") of UniCredit Bank GmbH (the "**Issuer**") will be issued as notes in bearer form pursuant to the Terms and Conditions in the Specified Currency in a denomination equal to the Nominal Amount.
- (2) *Global Note:* The Securities are represented by a global note (the "**Global Note**") without interest coupons, which bears the manual or facsimile signatures of two authorised signatories of the Issuer. 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. The right to receive interest is represented by the Global Note.
- (3) *Custody:* The Global Note will be kept in custody by Clearstream Banking AG, Frankfurt, Mergenthalerallee 61, 65760 Eschborn ("**CBF**").
- (4) *Replacement by electronic securities:* The Issuer reserves the right to replace the Securities represented by the Global Note without the consent of the Security Holders with identical Securities represented by an electronic registration of the Securities pursuant to § 6 paragraph 3 of the German Act on Electronic Securities (*Gesetz über elektronische Wertpapiere*, "**eWpG**"). The Issuer will give notice to the Security Holder about the intended replacement pursuant to § 6 of the General Conditions.

In such a case, the following applies:

- (a) The electronic Securities will be registered in the central register (the "**Central Register**") as central register securities (*Zentralregisterwertpapiere*) within the meaning of § 4 paragraph 2 of the German Act on Electronic Securities (*Gesetz über elektronische Wertpapiere*, "**eWpG**") and identified by their registered ISIN. The Securities will be represented by a collective safe custody entry (*Sammeleintragung*) in the Central Register. The Central Register will be maintained by the Registrar in its capacity as central securities depository ("**Clearing System**"). The Registrar in its capacity as central securities depository is registered as the bearer of the Securities within the meaning of §§ 3 paragraph 1, 8 paragraph 1 no. 1 eWpG (the "**Bearer**"). The Bearer holds the Securities as trustee for the benefit of the respective Security Holders, but not as beneficiary of the Securities (§ 9 paragraph 2 sentence 1 eWpG). The co-ownership interests in the Securities may be transferred pursuant to the relevant regulations of the Clearing System and applicable law.
- (b) The "**Registrar**" shall be Clearstream Banking AG, Frankfurt, Mergenthalerallee 61, 65760 Eschborn ("**CBF**") or any other registrar as notified by the Issuer in advance pursuant to § 6 of the General Conditions.
- (c) "**Securities**" shall mean the identical notes electronically issued in bearer form as central register securities (*Zentralregisterwertpapiere*) within the meaning of § 4 paragraph 2 eWpG and

represented by a collective safe custody entry (*Sammeleintragung*) in the Central Register in the name of the Clearing System.

**"Security Holder"** shall mean each holder of a co-ownership interest in the Securities pursuant to §§ 3 paragraph 2, 9 paragraph 1 eWpG, which may be transferred pursuant to the relevant regulations of the Clearing System and applicable law.

**"Terms and Conditions"** shall mean 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) as deposited with the Registrar.

- (d) The Terms and Conditions shall be applied and interpreted in accordance with this paragraph (4) and the eWpG. With respect to adjustment and amendment rights of the Issuer pursuant to the Terms and Conditions, the Issuer shall be deemed to be authorised vis-à-vis the Registrar within the meaning of §§ 5 paragraph 2 no. 3, 14 paragraph 1 no. 2 lit. c) eWpG to issue instructions, in order to authorise the necessary amendments to the then deposited Terms and Conditions and to the registration particulars set-out in § 13 paragraph 1 no. 1 and 4 eWpG.

## § 2

### Principal Paying Agent, Paying Agent, Calculation Agent

- (1) *Paying Agents:* The **"Principal Paying Agent"** is UniCredit Bank GmbH, Arabellastraße 12, 81925 Munich, Germany. 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 GmbH, Arabellastraße 12, 81925 Munich.
- (3) *Transfer of functions:* Should any event occur which results in the Principal Paying Agent or Calculation Agent being unable to continue in its function as Principal Paying Agent or Calculation Agent, the Issuer is obliged to appoint another bank of international standing as Principal Paying Agent or another person or institution with the relevant expertise as Calculation Agent. Any such transfer of the functions of the Principal Paying Agent or Calculation Agent shall be notified by the Issuer without undue delay pursuant to § 6 of the General Conditions.
- (4) *Agents of the Issuer:* In connection with the Securities, the Principal Paying Agent, the Paying Agents and the Calculation Agent act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Security Holders. The Principal Paying Agent and the Paying Agents shall be exempt from the restrictions of § 181 German Civil Code (*Bürgerliches Gesetzbuch*, "BGB").

## § 3

### Taxes

*No gross up:* Payments in respect of the Securities shall only be made after deduction and withholding of current or future taxes, to the extent that such deduction or withholding is required by law. In this regard the term **"Taxes"** includes taxes, levies or governmental charges, regardless of their nature, which are imposed, levied or collected under any applicable system of law or in any country which claims fiscal jurisdiction by or for the account of any political subdivision thereof or government agency therein

authorised to levy Taxes, including a withholding tax pursuant to Section 871(m) of the United States Internal Revenue Code of 1986 ("**871(m) Withholding Tax**").

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

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

## **§ 4**

### **Status**

The obligations under the Securities constitute direct, unconditional and unsecured obligations of the Issuer and rank, unless provided otherwise by law, at least *pari passu* with all other unsecured and unsubordinated present and future obligations of the Issuer that have the higher rank in insolvency proceedings of the Issuer as determined by § 46 f subsection (5) of the German Banking Act (so called Senior Preferred 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 the Terms and Conditions.

For purposes of this § 5 (1) "**Affiliate**" means an affiliated company (*verbundenes Unternehmen*) within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz*).

- (2) *Notice:* Any such substitution shall be notified in accordance with § 6 of the General Conditions.
- (3) *References:* In the event of any such substitution, any reference in the Terms and Conditions to the Issuer shall be deemed to refer to the New Issuer. Furthermore, any reference to the country, in which the Issuer is domiciled or resident for taxation purposes shall be deemed to refer to the country of domicile or residence for taxation purposes of the New Issuer.

## § 6

### Notices

- (1) To the extent the Terms and Conditions provide for a notice pursuant to this § 6, these will be published on the Website for Notices (or another website communicated by the Issuer with at least six weeks advance notice in accordance with these provisions) and become effective vis-à-vis the Security Holders through such publication unless the notice provides for a later effective date. If and to the extent that binding provisions of effective law or stock exchange provisions provide for other forms of publication, such publications must be made in addition and as provided for.

Other publications with regard to the Securities are published on the Website of the Issuer (or any successor website, which is notified by the Issuer in accordance with the above paragraph).

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

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

## § 7

### Issuance of additional Securities, Repurchase

- (1) *Issuance of additional Securities:* The Issuer reserves the right from time to time without the consent of the Security Holders to issue additional Securities with identical terms and conditions (except for the issue date and the issue price), so that the same shall be consolidated and form a single series (the "**Series**") with this Tranche. The term "Securities" shall, in the event of such increase, also comprise all additionally issued Securities.
- (2) *Repurchase:* The Issuer shall be entitled at any time to purchase Securities in the market or otherwise and at any price. Securities repurchased by the Issuer may, at the Issuer's discretion, be held, resold or forwarded to the Principal Paying Agent for cancellation.

## § 8

### Presentation Period

The presentation period provided in § 801 paragraph 1 sentence 1 BGB is reduced to ten years for the Securities.

## § 9

### Partial Invalidity, Corrections

- (1) *Invalidity:* Should any provision of the 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 the Terms and Conditions is to be filled with a provision that corresponds to the meaning and intent of the Terms and Conditions and is in the interest of the parties.

- (2) *Corrections of manifest errors:* The Issuer may correct manifest errors in the Terms and Conditions. The correction is made by correcting the error with the obviously correct content. Manifest errors are recognisable typing errors as well as other comparable obvious inaccuracies. The Issuer will give notice to the Security Holders about the correction pursuant to § 6 of the General Conditions.
- (3) *Incomplete or inconsistent provisions:* 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). 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.
- (4) *Adherence to corrected Terms and Conditions:* If the Security Holder was aware of typing or calculation errors or similar errors in the 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 (3) above.

## **§ 10**

### **Applicable Law, Place of Performance, Place of Jurisdiction**

- (1) *Applicable law:* The Securities, as to form and content, and all rights and obligations of the Issuer and the Security Holder shall be governed by the laws of the Federal Republic of Germany.
- (2) *Place of performance:* Place of performance is Munich.
- (3) *Place of jurisdiction:* To the extent permitted by law, all legal disputes arising from or in connection with the matters governed by the Terms and Conditions shall be brought before the court in Munich.



## **PART B – PRODUCT AND UNDERLYING DATA**

(the "Product and Underlying Data")

### **§ 1**

#### **Product Data**

**Adjustable Product Data:** R (initial), Ratio

**Banking Day Financial Centre:** Prague

**First Trade Date:** 04.02.2025

**Initial Observation Date:** 14.03.2025

**Interest Commencement Date:** 18.03.2025

**Interest Payment Date:** 18.03.2026

**Issue Date:** 18.03.2025

**Nominal Amount:** CZK 50,000.00

**Specified Currency:** Czech Crown ("CZK")

**Website for Notices:** [www.onemarkets.cz/announcements](http://www.onemarkets.cz/announcements)

**Website of the Issuer:** [www.onemarkets.cz](http://www.onemarkets.cz)

Table 1.1:

ISIN	WKN	Series Number	Tranche Number	Issue Volume of Series	Issue Volume of Tranche
DE000HV4YDU9	HV4YDU	PC000370	1	CZK 300,000,000	CZK 300,000,000

Table 1.2:

Underlying	Strike Level	Interest Rate	Interest Period End Date	Final Observation Date	Final Payment Date	Reference Price
BNP Paribas Funds Disruptive Technol- ogy Classic CZK Cap	100%	7% p.a.	18.03.2026	11.03.2026	18.03.2026	Net Asset Value per Fund Share

§ 2

Underlying Data

Table 2.1:

Underlying	Underlying Currency	ISIN
BNP Paribas Funds Disruptive Technology Classic CZK Cap	CZK	LU1789409619

Table 2.2:

Underlying	Management Company	Website
BNP Paribas Funds Disruptive Technology Classic CZK Cap	BNP PARIBAS ASSET MANAGEMENT Luxembourg	<a href="http://www.bnpparibas-am.lu">www.bnpparibas-am.lu</a>

For further information regarding the past and future performance of the Underlying and its volatility, please refer to the Website as specified in the table (or any successor page).

## PART C – SPECIAL CONDITIONS OF THE SECURITIES

(the "Special Conditions")

### § 1

#### Definitions

**"Adjustable Product Data"** means the Adjustable Product Data as specified in § 1 of the Product and Underlying Data.

**"Adjustment Event"** means each of the following events:

- (a) (i) the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of the shareholder, (ii) the subdivision or consolidation of the Fund Shares or (iii) the creation of side pockets for segregated assets; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) a split or split-off with respect to the Fund; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (c) the division or merger into or with a Successor Fund or the division, the merger or the change of class of the Fund Shares; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (d) any other event that could have the effect of diluting or increasing the theoretical value of the Fund Shares; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

**"Banking Day"** means each day (other than a Saturday or Sunday) on which the Clearing System is open for business and commercial banks and foreign exchange markets settle payments in the Banking Day Financial Centre.

**"Banking Day Financial Centre"** means the Banking Day Financial Centre as specified in § 1 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 Fund or the Management Company.

**"Call Event"** means each of the following events: Fund Call Event and Change in Law.

**"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),

if such changes become effective on or after the First Trade Date of the Securities, 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.

Whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

**"Clearing System"** means Clearstream Banking AG, Frankfurt, Mergenthalerallee 61, 65760 Eschborn

("CBF").

**"Day Count Fraction"** means the Day Count Fraction as specified in § 2 of the Special Conditions.

**"Final Payment Date"** means the Final Payment Date as specified in § 1 of the Product and Underlying Data.

**"First Trade Date"** means the First Trade Date as specified in § 1 of the Product and Underlying Data.

**"Fund"** means, in relation to a Fund Share, the investment fund issuing that Fund Share or the investment fund in whose assets the Fund Share represents a proportional interest.

**"Fund Call Event"** means each of the following events:

- (a) a Fund Replacement Event occurred and no suitable Replacement Underlying is available or can be determined; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) payments in respect of a redemption of Fund Shares being made wholly or partly in kind or not wholly in cash by no later than the date on which, according to the Fund Documents, a full payment in cash is normally to be made; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (c) (i) an order or valid resolution for a winding-up and/or 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 in relation to the Fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) transfers of the Fund Shares by the shareholders are legally prohibited; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (d) a nationalisation of the Fund or the Fund Shares to the extent that the Underlying is thereby affected; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (e) fees, premiums, discounts, charges, commissions or taxes are levied for the issue or redemption of Fund Shares, which result in the purchase of Fund Shares at a higher value by 0.10 % or, respectively, the redemption of Fund Shares at a lower value by 0.10 % than the NAV; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (f) the total net assets under management in the Fund fall below a value of EUR 20 million; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);

**"Fund Delivery Disturbance Event"** is each of the following events that is continuing on the Final Payment Date:

- (a) Due to legal requirements (including laws, regulations, jurisprudence and administrative directives) the delivery of the Underlying pursuant to the Terms and Conditions would be unlawful, or
- (b) the legal requirements (including regulatory demands) for a delivery of the Underlying pursuant to the Terms and Conditions are not met;

Whether the conditions pursuant to (a) and/or (b) are met shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

**"Fund Documents"** means, with respect to the Fund, if any, irrespective of the actual designation and in each case in the respective valid version, the prospectus, the investment conditions, the articles of association or memorandum and all other documents of the Fund which specify the terms and conditions of the Fund and the Fund Shares.

**"Fund Management"** means the persons responsible for the portfolio and/or risk management of the Fund.

**"Fund Replacement Event"** means each of the following events:

*Changes:*

- (a) a material change with respect to (i) the risk profile of the Fund Shares or the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the method of calculating the NAV; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) (i) the withdrawal of voting rights regarding the Fund Shares or the Fund or (ii) the exclusion of the right of the Fund Shares to participate in the performance of the Fund's assets; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (c) (i) the restriction of the issuance of further Fund Shares or the redemption of existing Fund Shares or the announcement of such restriction or another non-execution or (ii) a change regarding the timetable for the subscription or issue, redemption and/or transfer of the Fund Shares; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (d) the Management Company or another Fund Services Provider discontinues its services for the Fund or loses its required licence, registration, approval or authorisation to manage the Fund or to provide the service and is not immediately replaced by another Management Company or another services provider; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (e) changes in the distribution policy of the Fund which could have a substantial negative effect on the amount of the distributions per Fund Share 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 its reasonable discretion (§ 315 et seq. BGB);
- (f) after the Issue Date, the Fund or the Management Company significantly changes any compensation components or rebates contractually granted to the Issuer for the purchase of the Underlying for hedging purposes to the disadvantage of the Issuer or cancels them completely (including by way of contractual termination). A significant change to the disadvantage of the Issuer is given if the compensation components or rebates are reduced by more than 0.10% compared to the Issue Date;

*Violations and legal supervision:*

- (g) a material breach by the Fund or the Management Company of (i) the investment objectives, the investment strategy or the investment restrictions of the Fund (as described in the Fund Documents), (ii) statutory or regulatory publication requirements, or (iii) other material duties regarding the Fund Documents; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (h) a material change in the legal, accounting, tax or regulatory treatment of the Fund or of the Management Company with adverse effects to the investor holding the Securities; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (i) the suspension, cancellation, revocation, discontinuation or absence of the required licence, registration or distribution authorisation of the Fund or the Management Company; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);

- (j) investigatory proceedings relating to the activities of the Fund, the Fund Management or the Management Company by the supervisory authorities, or by a court as a result of a presumed misconduct, a presumed violation of the law or for similar reasons; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (k) due to circumstances for which the Issuer is not responsible, the Issuer is no longer able to use the Underlying as basis for any calculation or specifications of the Calculation Agent described in the Terms and Conditions;

*Discontinuation:*

- (l) the discontinuation or a delay lasting more than 8 Calculation Dates of the publication of the NAV as scheduled or customary.

**"Fund Services Provider"** means, if applicable, the Administrator, the Investment Adviser, the Custodian Bank, the Management Company, the Portfolio Manager and the Auditor.

**"Fund Share"** means a unit or share of the Fund and of the class set out in § 1 of the Product and Underlying Data.

**"Interest Amount"** means the Interest Amount as specified in § 2 of the Special Conditions.

**"Interest Commencement Date"** means the Interest Commencement Date as specified in § 1 of the Product and Underlying Data.

**"Interest Payment Date"** means the Interest Payment Date as specified in § 1 of the Product and Underlying Data. Interest Payment Dates are subject to postponements pursuant to the Terms and Conditions.

**"Interest Period"** means the period from the Interest Commencement Date (including) to the Interest Period End Date (excluding).

**"Interest Period End Date"** means each Interest Period End Date as specified in § 1 of the Product Data and Underlying Data. Interest Period End Dates are subject to postponements in accordance with the Terms and Conditions.

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

**"Issue Date"** means the Issue Date as specified in § 1 of the Product and Underlying Data.

**"Management Company"** means the Management Company as specified in § 2 of the Product and Underlying Data. 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 the Terms and Conditions shall be deemed, depending on the context, to refer to the new Management Company.

**"Market Disruption Event"** means each of the following events:

- (a) the failure to calculate or the non-publication of the calculation of the NAV;
  - (b) the temporary suspension or restriction of the redemption or issuance of Fund Shares at the NAV;
- to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

**"NAV"** means the official net asset value (the **"Net Asset Value"**) for a Fund Share as published by the Fund or the Management Company or by a third person on their behalf and at which it is actually possible to redeem Fund Shares.

**"Nominal Amount"** means the Nominal Amount as specified in § 1 of the Product and Underlying Data.

**"Observation Date"** means each of the following Observation Dates:

**"Initial Observation Date"** means the Initial Observation Date as specified in § 1 of the Product and Underlying Data. If the Initial Observation Date is not a Calculation Date, the immediately following day, which is a Calculation Date shall be the Initial Observation Date.

**"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, the immediately following day, which is a Calculation Date shall be the Final Observation Date. The Final Payment Date will be postponed accordingly. Interest shall not be payable due to such postponement.

**"Principal Paying Agent"** means the Principal Paying Agent as specified in § 2 (1) of the General Conditions.

**"R (final)"** means the Reference Price on the Final Observation Date.

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

**"Ratio"** means the Ratio which is calculated by the Calculation Agent as follows:

Ratio = Nominal Amount / Strike

The Ratio shall be rounded up or down to six decimals, with 0.0000005 being rounded upwards.

**"Redemption Amount"** means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 4 of the Special Conditions.

**"Reference Price"** means the Reference Price of the Underlying as specified in § 1 of the Product and Underlying Data.

**"Security Holder"** means the holder of a Security.

**"Specified Currency"** means the Specified Currency as specified in § 1 of the Product and Underlying Data.

**"Strike"** means Strike Level x R (initial).

**"Strike Level"** means the Strike Level as specified in § 1 of the Product and Underlying Data.

**"Successor Fund"** means the fund of which a shareholder of Fund Shares receives Shares as a result of a merger or similar event.

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

**"Underlying"** means the Underlying as specified in § 1 of the Product and Underlying Data.

**"Underlying Currency"** means the Underlying Currency as specified in § 2 of the Product and Underlying Data.

**"Website for Notices"** means the Website for Notices as specified in § 1 of the Product and Underlying Data.

**"Website of the Issuer"** means the Website of the Issuer as specified in § 1 of the Product and Underlying Data.



## § 2

### Interest

- (1) *Interest:* The Securities shall bear interest on their Nominal Amount for the 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.
- (3) *Interest Amount:* The "**Interest Amount**" will be calculated by multiplying the product of the Interest Rate and the Nominal Amount with the Day Count Fraction.

The Interest Amount will be due for payment on the respective Interest Payment Date pursuant to the provisions of § 6 of the Special Conditions.

- (4) *Day Count Fraction:* "**Day Count Fraction**" is with respect to the calculation of the Interest Amount for an Interest Period:

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

## § 3

### Redemption

*Redemption:* The Securities shall be redeemed either

- (i) if R (final) is equal to or greater than the Strike by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions, or
- (ii) if R (final) is lower than the Strike by delivery of the Underlying in a quantity expressed by the Ratio per Security. If the Ratio leads to a fraction of the Underlying, a cash amount expressed in the Specified Currency will be paid instead in the amount of the value of the fraction of the Underlying (the "**Supplemental Cash Amount**") which is calculated from the Reference Price on the Final Observation Date multiplied by the fraction of the Underlying.

## § 4

### Redemption Amount

*Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

The Redemption Amount corresponds to the Nominal Amount.

## § 5

### Issuer's Extraordinary Call Right

*Issuer's extraordinary call right:* Upon the occurrence of a Call Event the Issuer may call the Securities extraordinarily by giving notice pursuant to § 6 of the General Conditions and redeem the Securities at their Cancellation Amount. Such call shall become effective at the time indicated in the notice. The application of §§ 313, 314 BGB remains reserved.

The "**Cancellation Amount**" shall be the fair market value of the Securities as of the first Banking Day before the extraordinary call becomes effective, determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) under then prevailing circumstances.

The determination of the fair market value is based on the economic equivalent of the Issuer's payment obligations to the Security Holders consistent with the provisions for the redemption profile, interest or other additional amounts of the Securities that would otherwise be due after the day on which the extraordinary call becomes effective and which is adjusted for taking into consideration the following parameters as of the first Banking Day before the extraordinary call becomes effective: the price of the Underlying, the remaining time to maturity, the estimated volatility, the expected dividends (if applicable), the current market interest rate as well as the interest spread associated with the credit default risk of the Issuer and any other relevant market parameter that can influence the value of the Securities. The Cancellation Amount will be paid within five Banking Days following the date as of which the extraordinary call becomes effective, or at the date specified in the above mentioned notice, as the case may be, pursuant to the provisions of § 6 of the Special Conditions.

## § 6

### Payments, Deliveries

- (1) *Rounding:* The amounts payable under the Terms and Conditions shall be rounded up or down to the smallest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.
- (2) *Business day convention:* If the due date for any payment under the Securities (the "**Payment Date**") is not a Banking Day then the Security Holders shall not be entitled to payment until the next following Banking Day. The Security Holders shall not be entitled to further interest or other payments in respect of such delay.
- (3) *Manner of payment, discharge:* All payments shall be made to the Principal Paying Agent. The Principal Paying Agent shall pay the amounts due to the Clearing System to be credited to the respective accounts of the depository banks 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 a payment.
- (4) *Interest of default:* If the Issuer fails to make payments under the Securities when due, the amount due shall bear interest on the basis of the default interest rate established by law. Such accrual of interest starts on the day following the due date of that payment (including) and ends on the effective date of the payment (including).
- (5) *Delivery:* The Delivery of the Underlying and the payment of a Supplemental Cash Amount shall be made within five Banking Days after the Final Payment Date (the "**Delivery Period**") to the Clearing System for credit to the accounts of the relevant depository banks of the Security Holders. All costs, incl. possible custody fees, exchange turnover taxes, stamp taxes, transaction fees, other taxes or levies (together the "**Delivery Costs**"), incurred as a result of the delivery of the Underlying, shall be borne by the respective Security Holder. Subject to the provisions of the Terms and Conditions, the Underlying shall be delivered at the Security Holder's own risk. If the Final Payment Date of a delivery or payment is not a Banking Day, such delivery or payment shall be made on the next following Banking Day. Such delay will not constitute any entitlement to interest or other payments. The Issuer shall not be obliged to forward to the Security Holders any notifications or documents of the issuer of the Underlying that were provided to the Issuer prior to such delivery of the Underlying, even if such notifications or other documents refer to events that occurred after delivery of the Underlying. During the Delivery Period the Issuer shall not be obliged to

exercise any rights under the Underlying.

- (6) *Transaction Disturbance:* If, as determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB), an event outside of the Issuer's control, which results in the Issuer not being able to deliver the Underlying pursuant to the Terms and Conditions of these Securities (a "**Transaction Disturbance**") and this Transaction Disturbance has occurred prior to delivery of the Underlying and continues to exist on the Final Payment Date, then the first day of the Delivery Period shall be postponed to the next Banking Day, on which no Transaction Disturbance exists. The Security Holders shall be notified accordingly pursuant to § 6 of the General Conditions. The Security Holders shall not be entitled to interest payment or other amounts, if a delay in the delivery of the Underlying occurs in accordance with this paragraph. The Issuer shall not be liable in this respect. In the event of a Transaction Disturbance, the Securities may, in its reasonable discretion (§ 315 et seq. BGB) of the Issuer and the Calculation Agent be redeemed at the Cash Value of the Redemption Price. The "**Cash Value of the Redemption Price**" is an amount determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) on the basis of the stock exchange or market price of the Underlying on the Final Observation Date or, should such stock exchange or market prices not be available, the volume weighted average of the stock exchange or market prices in a representative period or, should such volume weighted average not be available, an amount determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

## § 7

### Market Disruptions

- (1) *Postponement:* Notwithstanding the provisions of § 8 of the Special Conditions, if a Market Disruption Event occurs on an Observation Date, the respective Observation Date will be postponed to the next following Calculation Date on which the Market Disruption Event no longer exists.
- Any Payment Date relating to such Observation Date shall be postponed if applicable. Interest shall not be payable due to such postponement.
- (2) *Discretionary valuation:* Should the Market Disruption Event continue for more than 8 consecutive Banking Days the Calculation Agent shall determine in its reasonable discretion (§ 315 et seq. BGB) the respective Reference Price required for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities. Such Reference Price shall be determined in accordance with prevailing market conditions at 10:00 a.m. (Munich local time) on this 9<sup>th</sup> Banking Day, taking into account the financial position of the Security Holders.

## § 8

### Adjustments, Type of Adjustment, Replacement Specification, Notifications, Legal Provisions

- (1) *Adjustments:* If an Adjustment Event occurs the Calculation Agent is authorised to adjust the Terms and Conditions (the "**Adjustment**"); whether an Adjustment is to be made shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

The goal of the Adjustment is to appropriately consider the economic impact of the circumstance that triggered the Adjustment Event, so that the economic characteristics of the Securities remain as unchanged as possible, taking into account the interests of the Security Holders as well as the Issuer ("**Adjustment Goal**"). A subsequent adverse change of the value of the Securities resulting from the Adjustment cannot be ruled out.

The Calculation Agent determines all Adjustments according to this § 8 in its reasonable discretion (§ 315 et seq. BGB), taking into account the Adjustment Goal. It will only make an Adjustment if such Adjustment is reasonable for the Security Holders as well as for the Issuer; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

(2) *Type of Adjustment:* In the context of an Adjustment the Calculation Agent may undertake in particular the following measures in accordance with paragraph (1) above:

(a) *Adjustment of Adjustable Product Data:* The Calculation Agent may redefine the Adjustable Product Data based on an adjustment factor (e.g. in case of a split or a merger of Fund Shares).

(b) *Successor Fund:* If the Fund is replaced by a Successor Fund, all calculations or determinations described in the Terms and Conditions shall be made on the basis of the successor fund. In such case, any reference in the Terms and Conditions to the Fund shall be deemed to be a reference to the Successor Fund. If necessary, the Calculation Agent is also entitled to adjust the Product and Underlying Data against the background of the changed Underlying and the associated economic impact.

(3) *Replacement of the Underlying:* If a Fund Replacement Event occurs, the Calculation Agent may replace the Underlying with a Replacement Underlying and if necessary redefine the Adjustable Product Data based on the adjusted Underlying and the associated economic effects. As a "**Replacement Underlying**" another fund (or the corresponding shares) or fund share can be considered which is comparable to the original Underlying or the corresponding Funds in terms of its risk profile, investment objectives, investment strategy, currency of the Fund Shares and calculation frequency of the NAV; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB). The economic characteristics of the Securities shall remain as unchanged as possible, taking into account the interests of the Security Holders as well as the Issuer. The Calculation Agent will only make a replacement if the replacement is reasonable for the Security Holders as well as the Issuer; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

If the Calculation Agent designates a Replacement Underlying, from the Adjustment Date on (as defined in paragraph (5) below), every reference to the Underlying in the Terms and Conditions shall be a reference to the Replacement Underlying, unless the context requires otherwise.

(4) *Replacement Specification:* If a NAV, as used by the Calculation Agent pursuant to the Terms and Conditions, is subsequently corrected and the correction (the "**Corrected Value**") is published by the Management Company after the original publication but prior to the Final Payment Date, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall specify the relevant value again using the Corrected Value (the "**Replacement Specification**") and publish it pursuant to § 6 of the General Conditions. However, if the Calculation Agent is informed of the Corrected Value less than two Banking Days prior to the date on which a payment is to be made whose amount is determined wholly or partly with reference to this price of the Underlying is to be made, then the relevant value will not be specified again.

(5) *Notifications:* All Adjustments as described in this § 8 and undertaken by the Calculation Agent as well as the designation of the time of the first application (the "**Adjustment Date**") take place by notification of the Security Holders according to § 6 of the General Conditions. Hereby reference is made to the aforementioned notifications.

(6) *Legal Provisions:* The application of §§ 313, 314 BGB remains reserved.

# Summary

## Section 1 – Introduction containing warnings

This summary should be read as an introduction to the Prospectus.

Investors should base any decision to invest in the Securities on a consideration of the Prospectus as a whole.

Investors could lose all or part of the invested capital.

Where a claim relating to the information contained in this Prospectus is brought before a court, the plaintiff investor might, under national law, have to bear the costs of translating the Prospectus (including any supplements as well as the Final Terms) before the legal proceedings are initiated.

Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only where the summary is misleading, inaccurate or inconsistent, when read together with the other parts of the Prospectus, or where it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such Securities.

**You are about to purchase a product that is not simple and may be difficult to understand.**

*Securities:* **CZK Reverse Convertible on the fund BNP Paribas Funds Disruptive Technology Classic CZK Cap** (ISIN: DE000HV4YDU9)

*Issuer:* UniCredit Bank GmbH (the "**Issuer**" or "**HVB**" and HVB, together with its consolidated subsidiaries, the "**HVB Group**"), Arabellastr. 12, 81925 Munich, Federal Republic of Germany. Phone number: +49 89 378 17466 – Website: [www.hypovereinsbank.de](http://www.hypovereinsbank.de). The Legal Entity Identifier (LEI) of the Issuer is: 2ZCNRR8UK83OBTEK2170.

*Competent authority:* Bundesanstalt für Finanzdienstleistungsaufsicht ("**BaFin**"), Marie-Curie-Str. 24-28, 60439 Frankfurt, Federal Republic of Germany. Phone number: +49 (0)228 41080.

*Date of approval of the Prospectus:* Base Prospectus of UniCredit Bank GmbH for Securities with Single-Underlying (without capital protection) II, as supplemented from time to time, (the "**Prospectus**") consisting of the Securities Note of UniCredit Bank GmbH for Securities with Single-Underlying (without capital protection) II dated and approved by BaFin on 7 October 2024 and the Registration Document of UniCredit Bank GmbH dated and approved by BaFin on 10 April 2024.

## Section 2 – Key information on the Issuer

### Who is the Issuer of the Securities?

UniCredit Bank GmbH is the legal name. HypoVereinsbank is the commercial name of the Issuer. HVB has its registered office at Arabellastr. 12, 81925 Munich, was incorporated in Germany and is registered with the Commercial Register at the Local Court (*Amtsgericht*) in Munich under number HRB 289472, incorporated as a private limited company (*Gesellschaft mit beschränkter Haftung*) under the laws of the Federal Republic of Germany. The LEI is 2ZCNRR8UK83OBTEK2170.

### Principal Activities

HVB offers a comprehensive range of banking and financial products and services to retail and corporate customers, public-sector entities and internationally operating companies as well as institutional customers.

The products and services range extends from mortgage loans, consumer loans, savings-and-loan and insurance products, and banking services for private customers through to business loans and foreign trade financing and investment banking products for corporate customers.

HVB offers comprehensive financial and asset planning in high-value customer segments.

### Major Shareholders

UniCredit S.p.A. holds directly 100% of HVB's share capital.

### Executive Board

The Executive Board (*Geschäftsführung*) consists of eight members: René Babinsky (Head of Private Clients), Artur Gruca (Chief Digital & Operating Officer (CDOO)), Marion Höllinger (Spokeswoman of the Executive Board), Marco Iannaccone (Head of Client Solutions), Jan Kupfer (Head of Corporates), Georgiana Lazar (Head of People & Culture), Pierpaolo Montana (Chief Risk Officer (CRO)), and Ljubisa Tesić (Chief Financial Officer (CFO)).

## Statutory Auditors

KPMG, the independent auditors of HVB for the financial year 2022 have audited the consolidated financial statements of HVB Group and the unconsolidated financial statements of HVB as of and for the year ended 31 December 2022 and have issued an unqualified audit opinion thereon.

KPMG, the independent auditors of HVB for the financial year 2023 have audited the consolidated financial statements of HVB Group and the unconsolidated financial statements of HVB as of and for the year ended 31 December 2023 and have issued an unqualified audit opinion thereon.

## What is the key financial information regarding the Issuer?

The following key financial information of the Issuer is based on the audited consolidated financial statements of the Issuer as of and for the year ended 31 December 2023.

### Consolidated income statement

	1/1/2023 – 31/12/2023	1/1/2022 – 31/12/2022
Net interest income	€ 2,739 m	€ 2,626 m
Net fees and commissions	€ 1,165 m	€ 1,120 m
Net write-downs of loans and provisions for guarantees and commitments	€ -167 m	€ - 299 m
Net trading income	€ 1,564 m	€ 932 m*
Net gains/(losses) on financial assets and liabilities at fair value	€ -117 m	€ 149 m
Operating profit	€ 2,413 m	€ 1,839 m
Profit after tax	€ 1,735 m	€ 1,301 m
Earnings per share	€ 2.16	€ 1.62

\* Adjustment of prior-year period due to reclassification between income statement items "Net trading income" and "Net gains/(losses) on financial assets and liabilities at fair value".

### Balance sheet

	31/12/2023	31/12/2022
Total assets	€ 283,292 m	€ 318,006 m
Senior debt <sup>1</sup>	€ 33,394 m*	€ 30,260 m*
Subordinated debt <sup>2</sup>	€ 2,810 m	€ 2,808 m
Loans and receivables with customers (at cost)	€ 154,477 m	€ 154,875 m <sup>4</sup>
Deposits from customers	€ 139,557 m	€ 147,422 m <sup>4</sup>
Total equity	€ 19,940 m	€ 19,739 m
Common Equity Tier 1 capital (CET1) ratio	22.7 %	19.6 %
Total Capital Ratio	27.1 %	23.4 %
Leverage Ratio calculated under applicable regulatory framework <sup>3</sup>	5.7 %	5.4 %

<sup>1</sup> Balance sheet item "Debt securities in issue" minus subordinated debt (31/12/2023: Debt securities in issue total € 34,274m minus subordinated capital € 880 m; 31/12/2022: Debt securities in issue total € 31,140 m minus subordinated capital € 880 m).

<sup>2</sup> In 2022 the subordinated capital comprised of the balance sheet items "Deposits from banks", "Debt securities in issue" and "Shareholders' Equity" and in 2023 subordinated capital comprised of the balance sheet items "Deposits from banks", "Debt securities in issue" and "Shareholders' Equity".

<sup>3</sup> Ratio of core capital to the sum total of the exposure values of all assets and off-balance-sheets items.

<sup>4</sup> Prior-year figures adjusted due to reclassification of Wealth Management Capital Holding GmbH. For further details on the adjustment of the previous year's figures, see Note "3 Consistency" in the 2023 Annual Report.

\* The items marked with "\*" are not audited.

## What are the key risks that are specific to the Issuer?

**Risks related to the Issuer's financial situation:** Risk that HVB Group will not be able to meet its payment obligations on time or in full or to obtain sufficient liquidity when required as well as that liquidity will only be available at higher interest rates, and the risk that the bank will only be able to liquidate assets on the market at a discount could create liquidity problems for HVB Group and thus could result in a limited ability to fund its activities and meet its minimum liquidity requirements.

**Risks related to the Issuer's specific business activities:** Risks arising from the normal business activities of HVB Group, which involve credit risk in the lending business, market risk in the trading business as well as risks from other business activities such as

the real estate business activities of HVB Group could have an adverse impact on HVB Group's operating results, its assets and its financial situation.

**General risks related to the Issuer's business operations:** Risks from inadequate or failed internal processes, people and systems or from external events, risks caused by adverse reactions of stakeholders due to their altered perception of the bank, risks from unexpected adverse changes in the future earnings of the bank as well as risks from concentrations of risk and/or earnings positions could result in financial losses, a downgrade of HVB's rating and an increase in the business risk of the HVB Group.

**Legal and regulatory risk:** Changes of the regulatory and statutory environment of HVB could result in higher capital costs and a rise of costs for the implementation of regulatory requirements. In cases of non-compliance with regulatory requirements, (tax) laws, regulations, statutory provisions, agreements, mandatory practices and ethical standards, the public perception of HVB Group as well as its earnings and financial situation could be negatively affected.

**Strategic and macroeconomic risk:** Risks resulting from management either not recognising early enough or not correctly assessing significant developments or trends in the bank's environment and risks arising from negative economic developments in Germany and on the international financial and capital markets could have a negative effect on the assets, liabilities, financial position and profit or loss of HVB Group. In particular, the geopolitical tensions, rising protectionism, less dynamic growth in China and a slowdown in the German real estate market could lead to a more severe slowdown in the German economy. In addition, if any of the aforementioned risks materialises, turbulence could occur on financial and capital markets.

### Section 3 – Key information on the Securities

#### What are the main features of the Securities?

##### Product Type, Underlying and form of the Securities

*Product Type:* Reverse Convertible Securities with cash settlement or physical delivery (Non-Quanto)

*Underlying:* BNP Paribas Funds Disruptive Technology Classic CZK Cap (ISIN: LU1789409619)

The Securities are issued as bearer bonds within the meaning of § 793 German Civil Code (*Bürgerliches Gesetzbuch*). The Securities will be represented by a global note and are freely transferable. The international securities identification number (ISIN) of the Securities is set out in Section 1.

##### Issuance, Nominal Amount and Term

The Securities will be issued on 18.03.2025 in Czech crowns (CZK) (the "**Specified Currency**"), with a Nominal Amount of CZK 50,000.00. The issue volume of the Series of the Securities (the "**Series**") amounts to CZK 300,000,000.00. The Securities have a definite term.

##### Interest of the Securities

The securities bear interest at an Interest Rate of 7% p.a. The Interest Amount will be paid on 18.03.2026.

##### Redemption of the Securities

The Securities will be redeemed on the Final Payment Date as follows:

- (A) The Final Reference Price is equal to or greater than the Strike. The Security Holder receives the Redemption Amount in the Specified Currency which is equal to the Nominal Amount.
- (B) The Final Reference Price is lower than the Strike. The Security Holder receives delivery of the Underlying in a quantity expressed by the Ratio per Security. If the Ratio leads to a fraction of the Underlying, a cash amount expressed in the Specified Currency is paid instead.

##### Additional definitions and product terms

Final Reference Price means the Reference Price of the Underlying determined on the Final Observation Date.

Initial Reference Price means the Reference Price of the Underlying determined on the Initial Observation Date.

Ratio means the quotient of the Nominal Amount divided by the Strike.

Strike means the product of the Strike Level and the Initial Reference Price.

Reference Price	Strike Level	Initial Observation Date	Final Observation Date	Final Payment Date
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Net Asset Value per Fund Share	100%	14.03.2025	11.03.2026	18.03.2026
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**Extraordinary termination right:** The Issuer has the right to extraordinary terminate the Securities at the fair market value of the Securities upon the occurrence of certain Call Events (for example, a Fund Replacement Event (for example a material change with respect to the risk profile of the Fund Shares or the Fund) occurred and no suitable Replacement Underlying is available or can be determined).

**Adjustment right:** The Terms and Conditions of the Securities may be adjusted by the Calculation Agent if an Adjustment Event (for example, the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of the shareholder) or Fund Replacement Event (for example, a material change with respect to the risk profile of the Fund Shares or the Fund) occurs.

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

#### Where will the Securities be traded?

No application for the Securities to be admitted to trading has been made and no such application is intended.

#### What are the key risks that are specific to the Securities?

The specific risk factors related to the Securities, which in the view of the Issuer are material, are described below:

**Risk related to the rank and characteristic of the Securities in the case of a failure of the Issuer:** The Security Holders bear the risk of the insolvency of the Issuer. Moreover, Security Holders may become subject to resolution measures in relation to the Issuer if the Issuer is failing or likely to fail.

**Specific Risks related to the payment profile of the Securities:** There is the particular risk that the price of the Underlying falls and consequently the Security Holder will suffer a significant loss of his invested capital. A total loss is possible. Falling prices of the Underlying will have a negative impact on the Security Holder, especially if the price falls below the Strike.

**Risks relating to Securities with physical delivery:** The risk of price losses of the Underlying does not end with its delivery but only with its disposal by the Security Holder. There is no automatic disposal of the delivered quantity of the Underlying.

**Risks arising from the Terms and Conditions of the Securities:** The Security Holders bear a risk of loss if the Securities are terminated by the Issuer. The Securities will then be redeemed at their fair market value of the Securities. This may be lower than the amount that the Security Holder would have received if there had been no extraordinary termination of the Securities. In addition, Security Holders bear a reinvestment risk. Moreover, the Security Holders bear a risk of loss if an adjustment of the Terms and Conditions is made or if a market disruption occurs.

**Risks related to the investment in, the holding and selling of the Securities:** The Security Holders bear the risk that the market price of the Securities may be subject to severe fluctuations during the term of Securities and that the Security Holder is not able to purchase or to sell the Securities at a specific time or for a specific price.

**Risks related to Fund Shares as Underlying:** The Securities are associated with similar risks for the Security Holders as in case of a direct investment in the fund shares specified as Underlying. In particular, the investment activity of the investment fund can have a material adverse effect on the price of the relevant fund shares for the Security Holder.

### Section 4 – Key information on the offer of the Securities to the public and/or the admission to trading on a regulated market

#### Under which conditions and timetable can the Investor invest in this Security?

Day of the First Public Offer:	11.02.2025	Offering Country:	Czech Republic
Subscription Period:	11.02.2025 to 13.03.2025 (2:00 pm Munich local time).	Issue Price:	100%
Issue Date:	18.03.2025	Potential Investors:	Qualified investors, retail investors and/or institutional investors
Smallest Tradeable Amount:	CZK 50,000	Smallest Transferable Amount:	CZK 50,000

The public offer may be terminated by the Issuer at any time without giving any reason.

**Costs charged by the Issuer:** The product specific Initial Costs contained in the Issue Price amount to 2.25%. Other commissions, costs and expenses, which are charged by a third party, shall be separately disclosed by the third party.

#### Why is this Prospectus being produced?



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

**Underwriting:** The offer is not subject to an underwriting agreement.

**Material conflicts of interest with regard to the offer:** The Issuer may enter into further transactions and business relationships which may adversely affect the Securities. In addition, the Issuer may have non-public information about the Underlying. There is no obligation to disclose this information to the Security Holders. The Issuer is the arranger, Calculation and Paying Agent for the Securities. Distributors may receive inducements from the Issuer.

# Shrnutí

## Část 1 – Úvod obsahující shrnutí

Toto Shrnutí představuje pouze úvod k Prospektu.

Jakékoliv rozhodnutí investora investovat do Cenných Papírů by mělo vycházet ze zvážení Prospektu jako celku.

Investoři mohou přijít o celý svůj investovaný kapitál nebo jeho část.

Pokud bude u soudu vznesen nárok týkající se údajů uvedených v tomto Prospektu, může být žalující investor v souladu s příslušnou národní legislativou povinen nést náklady na překlad Prospektu (včetně jakýchkoliv doplnění či Konečných Podmínek) ještě před zahájením soudního řízení.

Občanskoprávní odpovědnost mají pouze osoby, které předložily shrnutí včetně jeho překladu, ale jen v případě, kdy je souhrn zavádějící, nepřesný nebo v rozporu s ostatními částmi Prospektu, nebo pokud neposkytuje ve spojení s ostatními částmi Prospektu klíčové informace, které mají investorům pomoci při rozhodování o tom, zda investovat do takových Cenných Papírů.

**Chystáte se zakoupit produkt, který není jednoduchý a může být náročný na pochopení.**

**Cenné papíry:** **CZK Reverse Convertible on the fund BNP Paribas Funds Disruptive Technology Classic CZK Cap** (ISIN: DE000HV4YDU9)

**Emitent:** UniCredit Bank GmbH (dále "**Emitent**" nebo "**HVB**") a HVB, společně s jeho konsolidovanými dceřinými společnostmi, dále "**HVB Group**"), Arabellastr. 12, 81925 Mnichov, Spolková republika Německo. Tel. č.: +49 89 378 17466 – web: [www.hypovereinsbank.de](http://www.hypovereinsbank.de). Jedinečný identifikátor právnických osob (LEI) Emitenta je: 2ZCNRR8UK83OBTEK2170.

**Příslušný orgán:** Bundesanstalt für Finanzdienstleistungsaufsicht (dále "**BaFin**"), Marie-Curie-Str. 24-28, 60439 Frankfurt, Spolková republika Německo. Tel. č.: +49 (0)228 41080.

Datum schválení Prospektu: Základní Prospekt UniCredit Bank GmbH pro Cenné papíry s jedním Podkladovým aktivem (bez kapitálového zajištění) II (Base Prospectus of UniCredit Bank GmbH for Securities with Single-Underlying (without capital protection) II), ve znění pozdějších dodatků, ("**Prospekt**") sestávající z Dluhopisu UniCredit Bank GmbH pro Cenné papíry s jedním Podkladovým aktivem (bez kapitálového zajištění) II, datovaného a schváleného Spolkovým úřadem pro dozor nad finančními službami (BaFin) dne 7. října 2024, a Registračního dokumentu UniCredit Bank GmbH, datovaného a schváleného Spolkovým úřadem pro dozor nad finančními službami (BaFin) dne 10. duben 2024.

## Část 2 – Klíčové informace o Emitentovi

### Kdo je Emitentem Cenných Papírů?

UniCredit Bank GmbH je obchodní firma. Obchodním jméno Emitenta zní HypoVereinsbank. HVB má sídlo na adrese Arabellastr., 81925 Mnichov, byla založena v Německu a je zapsána v obchodním rejstříku obvodního soudu (*Amtsgericht*) v Mnichově pod číslem HRB 289472, jako společnost s ručením omezeným (*Gesellschaft mit beschränkter Haftung*) existující v souladu s právním řádem Spolkové republiky Německo. Jedinečný identifikátor právnických osob (LEI) je 2ZCNRR8UK83OBTEK2170.

### Hlavní činnosti

HVB nabízí komplexní soubor bankovních a finančních produktů a služeb retailovým a firemním klientům, subjektům z veřejného sektoru a mezinárodním společnostem, jakož i institucionálním klientům.

Tento soubor produktů a služeb sahá od hypotečních úvěrů, spotřebitelských úvěrů, spořicíh a úvěrových produktů, produktů v oblasti pojištění a bankovních služeb pro soukromé klienty až po podnikatelské úvěry a financování zahraničního obchodu a produkty investičního bankovníctví pro firemní klienty.

HVB nabízí komplexní plánování financí a majetku v segmentech vysoce ceněných zákazníků.

### Hlavní akcionáři

UniCredit S.p.A. má 100% přímou účast na základním kapitálu HVB.

### Představenstvo

Představenstvo (*Geschäftsführung*) se skládá z osmi členů: René Babinsky (vedoucí pro privátní klientelu), Artur Gruca (digitalizace a provoz (*Chief Digital & Operating Officer - CDOO*)), Marion Höllinger (mluvčí představenstva), Marco Iannaccone (vedoucí pro řešení pro klienty (*Client Solutions*)), Jan Kupfer (vedoucí pro korporátní klientelu), Georgina Lazar (vedoucí pro lidi & kulturu), Pierpaolo Montana (řízení rizik (*Chief Risk Officer - CRO*)) a Ljubisa Tesić (*Chief Financial Officer - CFO*).

## Statutární auditori

Společnost KPMG, nezávislý auditor HVB pro účetní období 2022, provedla audit konsolidované účetní závěrky skupiny HVB a nekonsolidované účetní závěrky HVB k a za rok končící 31. prosince 2022 a vydala k nim výrok bez výhrad.

Společnost KPMG, nezávislý auditor HVB pro účetní období 2023, provedla audit konsolidované účetní závěrky skupiny HVB a nekonsolidované účetní závěrky HVB k a za rok končící 31. prosince 2023 a vydala k nim výrok bez výhrad.

## Jaké jsou klíčové finanční informace týkající se emitenta?

Následující klíčové finanční informace Emitenta vycházejí z auditovaných konsolidovaných účetních závěrek Emitenta za rok ukončený dne 31. prosince 2023.

### Konsolidovaný výkaz zisků a ztrát

	1/1/2023 – 31/12/2023	1/1/2022 – 31/12/2022
Čistý výnosový úrok	2.739 mil. €	2.626 mil. €
Čisté výnosy z poplatků a provizí	1.165 mil. €	1.120 mil. €
Čisté odpisy úvěrů a rezervy na záruky a závazky	-167 mil. €	-299 mil. €
Čistý zisk z obchodování	1.564 mil. €	932 mil. €*
Čisté zisky/(ztráty) z finančních aktiv a závazků v reálné hodnotě	-117 mil. €	149 mil. €
Provozní zisk	2.413 mil. €	1.839 mil. €
Zisk po zdanění	1.735 mil. €	1.301 mil. €
Zisk na akcii	2,16 €	1,62 €

\* Úprava předchozího období v důsledku reklasifikace mezi položkami výkazu zisku a ztráty „Čistý zisk z obchodování“ a „Čisté zisky/(ztráty) z finančních aktiv a závazků v reálné hodnotě“.

## Rozvaha

	31/12/2023	31/12/2022
Celkový majetek	283.292 mil. €	318.006 mil. €
Senior dlh <sup>1</sup>	33.394 mil. €*	30.260 mil. €*
Podřízený dlh <sup>2</sup>	2.810 mil. €	2.808 mil. €
Úvěry a pohledávky vůči zákazníkům (za cenu)	154.477 mil. €	154.875 mil. € <sup>4</sup>
Vklady od zákazníků	139.557 mil. €	147.422 mil. € <sup>4</sup>
Celkový kapitál	19.940 mil. €	19.739 mil. €
Vlastní kapitál Tier 1 (CET1) poměr	22,7 %	19,6 %
Celkový kapitálový poměr	27,1 %	23,4 %
Pákový poměr vypočtený dle platného regulačního rámce <sup>3</sup>	5,7 %	5,4 %

1 Rozvaha "Emitované dluhové cenné papíry" mínus podřízený dluh (31/12/2023: Emitované dluhové cenné papíry celkem 34.274 mil. € mínus podřízený kapitál 880 mil. €; 31/12/2022: Emitované dluhové cenné papíry celkem 31.140 mil. € mínus podřízený kapitál 880 mil. €).

2 V roce 2022 podřízený kapitál zahrnoval rozvahové položky "Vklady od bank", "Emitované dluhové cenné papíry" a "Vlastní kapitál akcionářů" a v roce 2023 podřízený kapitál zahrnoval rozvahové položky "Vklady od bank", "Emitované dluhové cenné papíry" a "Vlastní kapitál akcionářů".

3 Poměr základního kapitálu k součtu hodnot expozice všech aktiv a podrozvahových položek.

4 Údaje za předchozí rok upraveny z důvodu reklasifikace společnosti Wealth Management Capital Holding GmbH. Další podrobnosti o úpravě údajů z předchozího roku jsou uvedeny v poznámce „3 Konsistence“ ve výroční zprávě za rok 2023.

\* Položky označené "\*" nejsou auditovány.

## Jaká jsou hlavní rizika specifická pro Emitenta?

**Rizika související s finanční situací Emitenta:** Riziko, že skupina HVB nebude schopna plnit své platební závazky v řádných lhůtách pro splatnost nebo v plné výši nebo nebude schopna získat dostatečnou likviditu, pokud to bude potřebné, anebo likvidita bude k dispozici pouze s vyššími úrokovými sazbami a riziko, že banka bude moci zpeněžit majetek na trhu za sníženou částku, může

způsobit problém likvidity pro skupinu HVB a navíc může vyústit do omezené schopnosti financování její činnosti a splnit požadavky minimální likvidity.

**Rizika související s konkrétními obchodními aktivitami Emitenta:** Rizika vznikající z běžných obchodních činností skupiny HVB, které zahrnují úvěrové riziko v úvěrové činnosti, tržní riziko z obchodní činnosti jakož i rizika z dalších obchodních činností, jakými jsou například obchodní činnosti skupiny HVB v oblasti nemovitostí, mohou mít nepříznivý vliv na provozní výsledky a aktiva skupiny HVB, jakož i na její finanční situaci.

**Obecná rizika spojená s obchodními činnostmi Emitenta:** Rizika z nepřiměřených nebo selhávajících interních procesů, lidí a systémů nebo z externích událostí, rizika způsobená nepříznivými reakcemi zainteresovaných stran v důsledku jejich pozměněného vnímání banky, jakož i z neočekávaných nepříznivých změn budoucích výnosů banky, jakož i rizika spojená s koncentrací rizikových a/nebo výnosových pozic, by mohly mít za následek finanční ztráty, snížení ratingu skupiny HVB a zvýšení obchodního rizika pro skupinu HVB.

**Právní a regulační riziko:** Změny regulačního a zákonného prostředí HVB by mohly vést k vyšším kapitálovým nákladům a zvýšení nákladů na implementaci regulačních požadavků. V případě nedodržení regulačních požadavků, (daňových) zákonů, právních předpisů, zákonných ustanovení, dohod, závazných postupů a etických standardů by mohlo být negativně ovlivněno vnímání skupiny HVB, jakož i její zisků a finanční situace ze strany veřejnosti.

**Strategické a makroekonomická rizika:** Rizika plynoucí z toho, že management nedostatečně včas rozpozná nebo nesprávně vyhodnotí významný vývoj nebo trendy v prostředí banky a rizika vyplývající z negativního hospodářského vývoje v Německu a na mezinárodních finančních a kapitálových trzích, by mohly mít negativní vliv na aktiva, pasiva, finanční pozici a zisk nebo ztrátu skupiny HVB. Zejména geopolitická napětí, rostoucí protekcionismus, méně dynamický růst v Číně a zpomalení německého realitního trhu by mohly vést k výraznějšímu zpomalení německé ekonomiky. Pokud by se navíc naplnilo některé z výše uvedených rizik, mohlo by dojít k otřesům na finančních a kapitálových trzích.

### Část 3 – Klíčové informace o Cenných papírech

#### Jaké jsou hlavní charakteristiky Cenných papírů?

##### Typ produktu, Podkladové Aktivum a forma Cenných Papírů

*Typ produktu:* Cenné Papíry Reverse Convertible s peněžitým vypořádáním nebo fyzickým doručením (Non-Quanto)

*Podkladové Aktivum:* BNP Paribas Funds Disruptive Technology Classic CZK Cap (ISIN: LU1789409619)

Cenné Papíry budou emitovány jako dluhopisy na doručitele ve smyslu § 793 Německého občanského zákoníku (*Bürgerliches Gesetzbuch*). Cenné Papíry budou nahrazeny hromadnou listinou a jsou volně převoditelné. Mezinárodní identifikační číslo cenných papírů (ISIN) Cenných Papírů je uvedeno v Části 1.

##### Emise, Nominální hodnota a Doba trvání

Cenné papíry budou emitovány dne 18.03.2025 v českých korunách (CZK) (dále "**Určená Měna**"), s Nominální Hodnotou ve výši CZK 50.000. Objem emise Série Cenných Papírů (dále "**Série**") se rovná CZK 300.000.000. Cenné Papíry mají pevně stanovený termín splatnosti.

##### Úrok z Cenných Papírů

Cenné papíry jsou úročeny Úrokovou Sazbou 7% p.a.. Úroky jsou splatné 18.03.2026.

##### Zpětné Odkoupení Cenných Papírů

Cenné Papíry budou odkupovány v Konečný Den Splatnosti následujícím způsobem:

- (A) Konečná Referenční Cena je rovná nebo vyšší než Realizační Cena. Držitel Cenných Papírů obdrží Částku Zpětného Odkoupení v Určené Měně, která se rovná Nominální Hodnotě.
- (B) Konečná Referenční Cena je nižší než Realizační Cena. Držitel Cenných Papírů obdrží Podkladové Aktivum v množství, které je vyjádřeno Poměrem k Cennému Papíru. Pokud Poměr vede k zlomku Podkladového Aktiva, je místo toho vyplacena částka v hotovosti vyjádřená v Určené Měně.

##### Doplňující informace a definice a podmínky produktu

Konečná Referenční Cena znamená Referenční Cenu Podkladového Aktiva určenou v Konečný Den Sledování.

Počáteční Referenční Cena znamená Referenční Cenu Podkladového Aktiva určenou v Počáteční Den Sledování.

Poměr znamená podíl Nominální Hodnoty a Realizační Ceny.

Realizační Cena znamená výsledek vynásobení Hodnoty Realizační Ceny a Počáteční Referenční Ceny.

Referenční Cena	Hodnota Realizační Ceny	Počáteční Den Sledování	Konečný Den Sledování	Konečný Den Splatnosti
Čistá Hodnota Aktiv na Akcii Příslušného Fondu	100%	14.03.2025	11.03.2026	18.03.2026

**Mimořádně právo zrušení:** Emitent je oprávněn mimořádně odprodat Cenné Papíry za objektivní tržní hodnotu Cenných Papírů, pokud nastanou určité Případy Požádání (Call Events) (například, došlo k Události výměny fondu (například podstatná změna rizikového profilu Akcií Fondu nebo Fondu) a žádné vhodné Náhradní podkladové aktivum není k dispozici nebo jej nelze určit).

**Právo úpravy:** Podmínky pro Cenné papíry mohou být upraveny Agentem pro výpočty, pokud dojde k Události vedoucí ke změnám (například snížení počtu Podílových listů fondu akcionáře ve Fondu z důvodů, které akcionář nemůže ovlivnit) nebo Události výměny fondu (například pokud dojde k podstatné změně s ohledem na rizikový profil Akcií fondu nebo Fondu).

**Status Cenných papírů:** Cenné papíry představují přímé, nepodmíněné a nezajištěné závazky Emitenta. Cenné papíry mají stejné pořadí jako všechny ostatní nezajištěné a nepodřízené současné a budoucí závazky Emitenta. Výjimka: závazky, které mají ze zákona přednost nebo podřízenost.

### Kde se bude obchodovat s Cennými papíry?

Nebyla podána žádná žádost o přijetí Cenných Papírů k obchodování a podání takové žádosti se ani nezamýšlí.

### Jaká jsou klíčová rizika specifická pro cenné papíry?

Specifické rizikové faktory spojené s Cennými Papíry, které jsou podle Emitenta klíčovými, jsou uvedeny níže:

**Riziko spojené s postavením a charakteristikou Cenných papírů v případě selhání Emitenta:** Držitelé Cenných Papírů nesou riziko platební neschopnosti Emitenta. Držitelé Cenných Papírů mohou navíc podléhat záchranným opatřením ve vztahu k Emitentovi, jestliže Emitent selže nebo je pravděpodobné, že selže.

**Specifická rizika související s platebním profilem Cenných Papírů:** Existuje zvláštní riziko, že cena Podkladového Aktiva poklesne a Držitel Cenných Papírů následně utrpí významnou ztrátu svého investovaného kapitálu. Je možná i ztráta celé investice. Klesající ceny Podkladového Aktiva budou mít nepříznivý dopad na Držitele Cenných Papírů, zejména pokud cena klesne pod hodnotu Realizační Ceny.

**Rizika týkající se Cenných Papírů s fyzickým doručením:** Riziko cenových ztrát Podkladového Aktiva nekončí jeho doručením, ale pouze jeho zbavením se Držitelem Cenných Papírů. Nedochází k automatickému zbavování se doručeného množství Podkladového Aktiva.

**Rizika vyplývající z podmínek Cenných papírů:** Držitelé Cenných Papírů nesou riziko ztráty, pokud Emitent zruší Cenné Papíry. Cenné Papíry se pak zpětně odkoupí za jejich reálnou tržní hodnotu. Tato může být nižší než částka, kterou by Držitel Cenných Papírů získal, kdyby nedošlo k mimořádnému zrušení Cenných papírů. Držitelé cenných papírů navíc nesou riziko reinvestice. Držitelé Cenných Papírů navíc nesou riziko ztráty, pokud dojde k úpravě podmínek nebo pokud dojde k narušení trhu.

**Rizika spojená s investováním, držením a prodejem Cenných Papírů:** Držitelé Cenných Papírů nesou riziko, že tržní cena Cenných Papírů může během doby platnosti Cenných Papírů podléhat výrazným výkyvům a že Držitel Cenných Papírů není schopen koupě nebo prodeje Cenných Papírů v konkrétním čase nebo za konkrétní cenu.

**Rizika spojená s akciemi jako Podkladovým Aktivem:** Cenné Papíry jsou spojeny s podobnými riziky pro Držitelé Cenných Papírů jako v případě přímé investice do akcií specifikovaných jako Podkladové Aktivum. Zejména investiční činnost investičního fondu může mít významný nepříznivý dopad na cenu příslušných akcií fondu pro Držitele Cenných Papírů.

## Část 4 – Klíčové informace o veřejné nabídce Cenných Papírů a / nebo přijetí k obchodování na regulovaném trhu

### Za jakých podmínek a podle jakého harmonogramu mohu investovat do tohoto Cenného Papíru?

Den první veřejné nabídky:	11.02.2025	Země nabídky:	České republiky
Období upisování:	11.02.2025 až 13.03.2025 (14:00 mnichovského místního času).	Emisní cena:	100%
Den emise:	18.03.2025	Potenciální investoři	Kvalifikovaní investoři, retailoví investor a / nebo institucionální investoři

Nejmenší obchodovatelná  
částka:

CZK 50.000

Nejmenší převoditelná částka: CZK 50.000

Emitent může veřejnou nabídku kdykoliv bez uvedení důvodu zrušit.

**Náklady hrazené Emitentem:** Vstupní náklady pro tento produkt zahrnuty v Emisní Ceně jsou ve výši 2,25%. Jiné provize, náklady a poplatky, jež jsou účtovány třetí osobou, budou účtovány touto osobou.

### **Proč se tento Prospekt vypracovává?**

**Použití výnosů:** Čisté výnosy z každého vydání Cenných Papírů budou použity Emitentem na vytváření zisku a / nebo zajištění proti určitým rizikům.

**Upisování:** Nabídka není předmětem dohody o upisování.

**Podstatné střety zájmů pokud jde o nabídku:** Emitent může vstupovat do dalších transakcí a obchodních vztahů, které mohou nepříznivě ovlivnit Cenné Papíry. Navíc Emitent může mít neveřejné informace o Podkladových Aktivech. Žádná povinnost ke zveřejnění takových informací Držitelem Cenných Papírů neexistuje. Emitent je aranžérem, Zástupcem pro výpočty a Zástupcem pro platby Cenných papírů. Distributoři mohou získat výhody od Emitenta.