

This document constitutes the base prospectus for the purposes of Article 5(4) of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended (the "**Prospectus Directive**") in respect of non-equity securities ("**Non-Equity Securities**") within the meaning of Art. 22 No. 6(4) of the Commission Regulation (EC) No 809/2004 of 29 April 2004, as amended (the "**Debt Issuance Programme Prospectus**" or the "**Prospectus**").

Debt Issuance Programme Prospectus

31 May 2019



DZ BANK AG

Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main

Frankfurt am Main, Federal Republic of Germany

as Issuer

DZ BANK AG Debt Issuance Programme (the "Programme")

Application has been made to the Luxembourg Stock Exchange for the notes to be issued under this Programme (the "**Notes**") to be admitted to trading on the Regulated Market "*Bourse de Luxembourg*" which is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments amending Directive 2002/92/EC and Directive 2011/61/EU (the "**MIFID II Directive**"), and to be listed on the Official List of the Luxembourg Stock Exchange. Notes issued under this Programme may also be listed on the Frankfurt Stock Exchange, Düsseldorf Stock Exchange and on other or further stock exchanges or may not be listed at all.

The Issuer has requested the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") of the Grand Duchy of Luxembourg ("**Luxembourg**") in its capacity as competent authority under the law of 10 July 2005 on prospectuses for securities (*Loi du 10 juillet 2005 relative aux prospectus pour valeurs mobilières*), as amended (the "**Luxembourg Law**"), to approve this Prospectus and to provide the competent authorities in the Federal Republic of Germany, the Republic of Austria, Ireland and the Kingdom of the Netherlands with a certificate of approval attesting that this Prospectus has been drawn up in accordance with the Luxembourg Law (each a "**Notification**"). The Issuer may request the CSSF to provide competent authorities in additional host Member States within the European Economic Area with a Notification. By approving a prospectus, the CSSF gives no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the issuer in accordance with the provisions of Article 7(7) of the Luxembourg Law.

Arranger

DZ BANK AG

Dealers

DZ BANK AG

DZ PRIVATBANK S.A.

This Prospectus will be published in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of DZ BANK AG (www.dzbank.de). This Prospectus replaces the Debt Issuance Programme Prospectus dated 1 June 2018 and is valid for a period of 12 months from its date of approval.

RESPONSIBILITY STATEMENT

DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main ("**DZ BANK**", "**DZ BANK AG**" or the "**Issuer**") with its registered office in Frankfurt am Main, Federal Republic of Germany, is solely responsible for the information given in this Prospectus and for the information which will be contained in the relevant final terms (the "**Final Terms**"). The Issuer hereby declares that, having taken and taking all reasonable care to ensure that such is the case, the information contained in this Prospectus and in the Final Terms is and will be, to the best of its knowledge, in accordance with the facts and contains and will contain no omission likely to affect its import.

CONSENT TO USE THE PROSPECTUS

The Issuer has given its consent in accordance with Article 3 (2) of the Prospectus Directive to the use of this Prospectus and of the Final Terms for offers, subsequent resales or final placements of Notes issued under this Programme by each dealer set forth on the cover page of this Prospectus, by any additional dealer appointed under this Programme from time to time by the Issuer (each a "**Dealer**" and together the "**Dealers**") and/or by each further financial intermediary, if any.

The Issuer accepts responsibility for the information given in this Prospectus also with respect to offers, subsequent resales or final placements of Notes issued under this Programme by any Dealer and/or any further financial intermediary.

Each Dealer and/or each further financial intermediary, if any, offering, subsequently reselling or finally placing the Notes issued under this Programme are entitled to use and rely upon this Prospectus as long as this Prospectus is valid in accordance with Article 11 (2) of the Luxembourg Law.

Each Dealer and/or each further financial intermediary, if any, may only use this Prospectus and the Final Terms, if the latter have been communicated to the relevant competent authority, for offers, subsequent resales or final placements of Notes issued under this Programme in the Grand Duchy of Luxembourg, the Federal Republic of Germany, the Republic of Austria, the Kingdom of the Netherlands and Ireland. Each Dealer and/or each further financial intermediary, if any, are required to inform themselves about the aforementioned communication of the Final Terms and, in case of a public offer with a limited offer period, about the duration of the potential use of the Final Terms.

When using the Prospectus and the Final Terms, each Dealer and/or each further financial intermediary, if any, must ensure that they comply with all applicable laws and regulations in force in the respective jurisdiction, including with the target market and distribution channels identified under the "*MiFID II Product Governance*" legend set out on the cover page of the relevant Final Terms, if any. The distribution and publication of this Prospectus, any supplement to this Prospectus, if any, and the Final Terms as well as offers, subsequent resales or final placements of Notes in certain countries may be restricted by law. Each Dealer and/or each further financial intermediary, if any, and/or each person into whose possession this Prospectus, any supplement to this Prospectus, if any, and the Final Terms come are required to inform themselves about and observe any such restrictions. The Issuer reserves the right to withdraw its consent to the use of this Prospectus.

As required by law, in the event of an offer being made by any Dealer and/or any further financial intermediary, such Dealer and/or such further financial intermediary have to provide information to investors on the terms and conditions of the offer at the time the offer is made.

As further required by law, any Dealer and/or any further financial intermediary using this Prospectus have to state on their websites that they use this Prospectus with the consent given by the Issuer and the conditions attached thereto.

NOTICE

This Prospectus should be read and understood in conjunction with any supplement to this Prospectus and with any other document incorporated herein by reference. Full information on the Issuer and any Tranche (as defined in this Prospectus) of Notes is only available on the basis of the combination of this Prospectus and the Final Terms.

The Issuer has confirmed to the Dealers that this Prospectus contains all information with regard to the Issuer and the Notes which is material in the context of this Programme and the issue and offering of Notes thereunder; that the information contained herein with respect to the Issuer and the Notes is accurate in all material respects and is not misleading; that any opinions and intentions expressed herein with respect to the Issuer and the Notes are honestly held; that there are no other facts with respect to the Issuer or the Notes the omission of which would make this Prospectus as a whole or any of such information or the expression of any such opinions or intentions misleading; and that the Issuer has made all reasonable enquiries to ascertain all facts material for the purposes aforesaid.

The Issuer has undertaken with the Dealers (i) to publish a supplement to this Prospectus or publish a new Prospectus if and when the information herein should become materially inaccurate or incomplete or in the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Prospectus which is capable of affecting the assessment of the Notes and, (ii) to have such document approved by the CSSF.

No person has been authorised to give any information which is not contained in, or not consistent with, this Prospectus or any other document entered into or any other information supplied by the Issuer in relation to this Programme or any information supplied by the Issuer or such other information in the public domain or such other information in the public domain in connection with this Programme and, if given or made, such information must not be relied upon as having been authorised by the Issuer, the Dealers or any of them.

Neither the Arranger nor any of the Dealers, any financial intermediaries or any other person mentioned in this Prospectus, excluding the Issuer, is responsible for the information contained in this Prospectus or any supplement to this Prospectus or any Final Terms or any other document incorporated herein by reference, and, accordingly and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accepts any responsibility for the accuracy and completeness of the information contained in any of these documents.

This Prospectus is valid for 12 months after its date of approval and this Prospectus and any supplement to this Prospectus as well as any Final Terms reflect the status as at their respective dates of issue. The delivery of this Prospectus, any supplement to this Prospectus or any Final Terms and the offering, sale or delivery of any Notes may not be taken as an implication that the information contained in such documents is accurate and complete subsequent to their respective dates of issue or that there has been no adverse change in the financial situation of the Issuer since such date or that any other information supplied in connection with this Programme is accurate at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

For a description of restrictions applicable in the Member States of the European Economic Area in general, the United States of America, the United Kingdom of Great Britain and Northern Ireland, Japan, Hong Kong, the People's Republic of China, Taiwan and the Republic of Korea, see "**Selling Restrictions**" below. In particular, the Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, and are subject to tax law requirements of the United States of America. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States of America or to U.S. persons.

The language of this Prospectus is English. Any part of this Prospectus in the German language constitutes a translation. In respect of the issue of any Tranche of Notes under this Programme, the German text of the Terms and Conditions (as defined in this Prospectus) may be controlling and binding if so specified in the Final Terms. The Issuer confirms that, to the best of its knowledge, the non-binding English text of the Terms and Conditions correctly and adequately reflects the binding German language version of the Terms and Conditions.

This Prospectus, any supplement to this Prospectus and any Final Terms may only be used for the purpose for which they have been published.

This Prospectus, any supplement to this Prospectus and any Final Terms may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

This Prospectus, any supplement to this Prospectus and any Final Terms do not constitute an offer or an invitation to any person to subscribe for or to purchase any Notes.

In connection with the issue of any Tranche of Notes under this Programme, the Dealer or Dealers (if any) named as the stabilising manager(s) (or persons acting on behalf of any stabilising manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of the Notes is made and, if begun, may cease at any time, but it must end not later than the earlier of 30 days after the issue date and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant stabilising manager(s) (or person(s) acting on behalf of any stabilising manager(s)) in accordance with all applicable laws and rules.

MIFID II PRODUCT GOVERNANCE

The Final Terms in respect of any Notes may include a legend entitled "*MiFID II Product Governance*" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to the MiFID II Directive is responsible for undertaking its own target market assessment in respect of the Notes (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 Commission Delegated Directive (EU) 2017/593 of 7 April 2016 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, 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.

BENCHMARKS REGULATION

Interest amounts payable under Floating Rate Notes or Fixed to Floating Rate Notes are calculated by reference to (i) EURIBOR (Euro Interbank Offered Rate) which is provided by the European Money Markets Institute ("**EMMI**") or (ii) LIBOR (London Interbank Offered Rate) which is provided by the ICE Benchmark Administration Limited ("**IBA**") or (iii) the CMS swap rate(s) which is/are also provided by IBA. As at the date of approval of this Prospectus, IBA appears whereas EMMI does not appear on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (ESMA) pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 ("**Benchmarks Regulation**"). As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that EMMI is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).

FORWARD-LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements. A forward-looking statement is a statement that does not relate to historical facts and events. Forward-looking statements are based on analyses or forecasts of future results and estimates of amounts not yet determinable or foreseeable. These forward-looking statements may be identified by the use of terms and phrases such as "*anticipate*", "*believe*", "*could*", "*estimate*", "*expect*", "*intend*", "*may*", "*plan*", "*predict*", "*project*", "*will*" and similar terms and phrases, including references and assumptions. This applies, in particular, to

statements in this Prospectus containing information on future earning capacity, plans and expectations regarding DZ BANK's business and management, its growth and profitability, and general economic and regulatory conditions and other factors that affect it.

Forward-looking statements in this Prospectus are based on current estimates and assumptions that the Issuer makes to the best of its present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results, including DZ BANK's financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements. DZ BANK's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate. Accordingly, investors are strongly advised to read the following sections of this Prospectus: "*Risk Factors*" and "*DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main*". These sections include more detailed descriptions of factors that might have an impact on DZ BANK's business and the markets in which it operates.

In light of these risks, uncertainties and assumptions, future events described in this Prospectus may not occur. In addition, neither the Issuer nor the Dealers assume any obligation, except as required by law, to update any forward-looking statement or to conform these forward-looking statements to actual events or developments.

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SUMMARY

- Summaries are made up of disclosure requirements known as "Elements". These Elements are numbered in Sections A-E (A.1 – E.7).
- This Summary contains all the Elements required to be included in a summary for this type of Notes and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.
- Even though an Element may be required to be inserted in this Summary because of the type of Notes and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in this Summary with the mention of "Not applicable".

Section A – Introduction and Warnings

Element		
A.1	<u>Warning that:</u>	<ul style="list-style-type: none"> ▪ this Summary should be read as an introduction to the Debt Issuance Programme Prospectus dated 31 May 2019 (the "Prospectus"); ▪ any decision to invest in the Tranche of the Notes should be based on consideration of the Prospectus as a whole by an investor; ▪ where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the EU Member States, have to bear the costs of translating the Prospectus before the legal proceedings are initiated; and ▪ civil liability attaches to the Issuer, who has tabled this Summary including any translation thereof but only if this Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in the Tranche of the Notes.
A.2	<u>Consent to use the Prospectus</u>	<ul style="list-style-type: none"> ▪ The Issuer has given its consent in accordance with Article 3 (2) of the Prospectus Directive to the use of the Prospectus and of the Final Terms for [public] offers, subsequent resales or final placements of Notes issued under the Programme by each Dealer and/or by each further financial intermediary, if any. ▪ Each Dealer and/or each further financial intermediary, if any, [publicly] offering, subsequently reselling or finally placing the Notes issued under the DZ BANK AG Debt Issuance Programme (the "Programme"), are entitled to use and rely upon the Prospectus as long as the Prospectus is valid in accordance with Article 11 (2) of the Law of 10 July 2005 on prospectuses for securities (<i>Loi du 10 juillet 2005 relative aux prospectus pour valeurs mobilières</i>), as amended. ▪ Each Dealer and/or each further financial intermediary, if any, may only use the Prospectus and the Final Terms, if the latter have been communicated to the relevant competent authority, for [public] offers, subsequent resales or final placements of Notes issued under the Programme in [the Grand Duchy of Luxembourg][,] [and] [the Federal Republic of Germany][,] [and] [the Republic of Austria][,] [and] [the Kingdom of the Netherlands] [and] [Ireland] [•]. Each Dealer and/or each further financial intermediary, if any, are required to inform themselves about the aforementioned communication of the Final Terms and, in case of a public offer with a limited offer period, about the duration of the potential use of the Final Terms. ▪ When using the Prospectus and the Final Terms, each Dealer and/or each further financial intermediary, if any, must ensure that they comply with all applicable laws and regulations in force in the respective jurisdiction[, including with the target market and distribution channels identified under the "<i>MiFID II Product Governance</i>" legend set out on the cover page of the Final Terms]. The distribution and publication of the Prospectus, any supplement to the Prospectus, if any, and the Final Terms as well as [public] offers, subsequent resales or final placements of Notes in certain countries may be restricted by law. Each Dealer and/or each further financial intermediary, if any, and/or each person into whose possession the Prospectus, any supplement to the Prospectus, if any, and the Final Terms come, are required to inform themselves about and observe any such restrictions. The Issuer reserves the right to withdraw its consent to the use of the Prospectus. ▪ As required by law, in the event of [an] [a public] offer being made by any Dealer and/or any further financial intermediary, such Dealer and/or such further financial intermediary have to provide information to investors on the terms and conditions of the offer at the time the offer is made.

Section B – Issuer

Element		
B.1	Legal Name Commercial Name	DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main (" DZ BANK " or " Issuer "). DZ BANK AG.
B.2	Domicile / Legal Form / Legislation / Country of Incorporation / Legal Entity Identifier	Domicile: Platz der Republik, 60325 Frankfurt am Main, Federal Republic of Germany. Legal Form, Legislation: DZ BANK is a stock corporation (<i>Aktiengesellschaft</i>) organised under German law. Country of Incorporation: Federal Republic of Germany. LEI (Legal Entity Identifier): 529900HNOAA1KXQJUQ27.
B.4b	Known Trends affecting the Issuer and the Industries in which it operates	Not applicable. There are no known trends affecting DZ BANK and the industries in which it operates.
B.5	Description of the Group and the Issuer's position within the Group	In addition to DZ BANK as the parent, the consolidated financial statements as at 31 December 2018 include 25 (31 December 2017: 27) subsidiaries and 6 (31 December 2017: 6) subgroups comprising a total of 359 (31 December 2017: 401) subsidiaries.
B.9	Profit Forecast or Estimate	Not applicable. DZ BANK does not generate any profit forecast or estimate.
B.10	Nature of any Qualifications in the Audit Report on Historical Financial Information	Not applicable. The independent auditor's report on the non-consolidated annual financial statements and management reports of DZ BANK AG and the consolidated financial statements and the group management report for the fiscal years ended 31 December 2018 and 31 December 2017 do not include any qualifications.
B.12	Selected Historical Key Financial Information The following financial figures have in each case been extracted from the audited non-consolidated financial statements of DZ BANK AG for the fiscal years ended 31 December 2018 and 31 December 2017, respectively, prepared on the basis of the regulations of the German Commercial Code (<i>Handelsgesetzbuch / HGB</i>) and the Order on the Accounting of Credit Institutions and Financial Services Institutions (<i>RechKredV</i>).	

DZ BANK AG					
(in EUR million) (HGB)					
			2018	2017	
Operating profit before loss allowances ¹			270	584	
Loss allowances ²			229	14	
Operating profit ³			499	598	
Net income for the year			322	570	
<p>¹ Operating profit before loss allowances comprises the aggregate of the balance of Interest income and Interest expense, Current income, Income from profit-pooling, profit-transfer and partial profit-transfer agreements, balance of Fee and commission income and Fee and commission expenses, Net trading income, less General and administrative expenses and less Amortization and write-downs on intangible assets, and depreciation and write-downs on property, plant and equipment and plus the balance of Other operating income and Other operating expenses.</p> <p>² Loss allowances means the Income from the reversal of write-downs on loans and advances and certain securities, and from the reversal of provisions for losses on loans and advances.</p> <p>³ Operating profit is the aggregate of Operating profit before loss allowances and Loss allowances.</p>					
DZ BANK AG					
(in EUR million)					
Assets (HGB)					
	31 Dec. 2018	31 Dec. 2017	Equity and Liabilities (HGB)	31 Dec. 2018	31 Dec. 2017
Loans and advances to banks	145,050	136,149	Deposits from banks	132,562	127,591
Loans and advances to customers	34,748	33,007	Deposits from customers	35,553	31,489
Securities ¹	28,051	35,134	Debt certificates issued including bonds	34,248	36,531
Trading assets	32,434	29,813	Trading liabilities	34,426	33,164
Remaining assets ²	18,265	17,895	Remaining liabilities ³	7,767	8,771
			Balance Sheet Equity ⁴	13,992	14,452
Total assets	258,548	251,998	Total equity and liabilities	258,548	251,998
<p>¹ Securities are the aggregate of Bonds and other fixed-income securities and Shares and other variable-yield securities.</p> <p>² Remaining assets comprise Cash and cash equivalents, Debt instruments from public-sector entities and bills of exchange eligible for refinancing by central banks, Long-term equity investments, Shares in affiliated companies, Trust assets, Intangible assets, Property, plant and equipment, Other assets, Prepaid expenses and accrued income, Deferred tax assets and Excess of plan assets over pension liabilities.</p> <p>³ Remaining liabilities comprise Trust liabilities, Other liabilities, Deferred income and accrued expenses, Provisions, Subordinated liabilities, Profit-sharing rights and Distributable profit.</p> <p>⁴ Balance Sheet Equity comprises the Equity as reported in the balance sheet, less Distributable profit, plus Fund for general banking risks.</p>					

The following financial figures have in each case been extracted from the audited consolidated financial statements of DZ BANK for the fiscal years ended 31 December 2018 and 31 December 2017, respectively, prepared pursuant to Regulation (EC) 1606/2002 of the European Parliament and Council of 19 July 2002 on the basis of the International Financial Reporting Standards (IFRS) as adopted by the European Union and the additional requirements of German Commercial Law pursuant to Sec. 315e par. 1 of the German Commercial Code (*HGB*).

DZ BANK Group
(in EUR million) (IFRS)

	2018	2017
Operating income ¹	5,450	6,555
Loss allowances	-21	-786
Profit before taxes	1,370	1,810
Net profit	918	1,098

¹ Operating income comprises net interest income, net fee and commission income, gains and losses on trading activities, gains and losses on investments, other gains and losses on valuation of financial instruments, net income from insurance business (net income from insurance business comprises premiums earned, gains and losses on investments held by insurance companies and other insurance company gains and losses, insurance benefit payments, and insurance business operating expenses), and other net operating income.

DZ BANK Group
(in EUR million)

Assets (IFRS)	31 Dec. 2018	31 Dec. 2017	Equity and Liabilities (IFRS)	31 Dec. 2018	31 Dec. 2017
Loans and advances to banks ¹	91,627	89,414	Deposits from banks	142,486	136,122
Loans and advances to customers	174,438	174,376	Deposits from customers	132,548	126,319
Financial assets held for trading	37,942	38,709	Debt certificates issued including bonds	63,909	67,327
Investments	48,262	57,486	Financial liabilities held for trading	44,979	44,280
Investments held by insurance companies	100,840	96,416	Insurance liabilities	93,252	89,324
Remaining assets ^{1,2}	65,624	49,193	Remaining liabilities ³	18,047	18,717
			Equity	23,512	23,505
Total assets	518,733	505,594	Total equity and liabilities	518,733	505,594

¹ Prior-year figure restated.

² Remaining assets comprise Cash and cash equivalents, Loss allowances, Hedging instruments (positive fair values), Property, plant and equipment, and investment property, Income tax assets, Other assets, Non-current assets and disposal groups classified as held for sale and Fair value changes of the hedged items in portfolio hedges of interest-rate risk.

³ Remaining liabilities comprise Hedging instruments (negative fair values), Provisions, Income tax liabilities, Other liabilities, Subordinated capital, Liabilities included in disposal groups classified as held for sale and Fair value changes of the hedged items in portfolio hedges of interest-rate risk.

Statement of "No Material Adverse Change"

There has been no material adverse change in the prospects of DZ BANK since 31 December 2018 (the date of the last published audited annual financial statements).

	Statement of "Significant change in the Issuer's Financial Position"	Not applicable. There has been no significant change in the financial position of DZ BANK Group since 31 December 2018 (the date of the last published audited annual consolidated financial statements).
B.13	Recent Events	Not applicable. There are no recent events particular to the Issuer's business activities which are to a material extent relevant to the evaluation of the Issuer's solvency.
B.14	Statement of Dependency upon other Entities within the Group	<i>Please read <u>Element B.5</u> together with the information below.</i> Not applicable. The Issuer is independent from other Group companies.
B.15	Principal Activities	<p>DZ BANK is acting as a central bank, corporate bank and parent holding company of the DZ BANK Group. The DZ BANK Group forms part of the German Volksbanken Raiffeisenbanken cooperative financial network, which comprises around 850 cooperative banks and is one of Germany's largest financial services organisations measured in terms of total assets.</p> <p>DZ BANK is a central institution and is closely geared to the interests of the cooperative banks, which are both its owners and its most important customers. Using a customized product portfolio and customer-focused marketing, DZ BANK aims to ensure that the cooperative banks continually improve their competitiveness on the basis of their brands and - in the opinion of the Issuer - a leading market position. In addition, DZ BANK in its function as central bank for around 850 cooperative banks in Germany is responsible for liquidity management within the Volksbanken Raiffeisenbanken cooperative financial network.</p> <p>As a corporate bank DZ BANK serves companies and institutions that need a banking partner that operates at the national level. DZ BANK offers the full range of products and services of an international oriented financial institution with a special focus on Europe. DZ BANK also provides access to the international financial markets for its partner institutions and their customers.</p> <p>As at the date of approval of this Prospectus, and alongside its headquarters in Frankfurt am Main, DZ BANK is represented in the Federal Republic of Germany at the following locations: Berlin, Dresden, Düsseldorf, Hamburg, Hanover, Karlsruhe, Koblenz, Leipzig, Munich, Münster, Nuremberg, Oldenburg and Stuttgart.</p> <p>All DZ BANK Group companies are integrated into the groupwide opportunity and risk management system. DZ BANK and its main subsidiaries - also referred to as management units - form the core of the financial services group. Each management unit forms a separate operating segment, and is assigned to the sectors used for risk management as follows:</p> <p>Bank Sector</p> <ul style="list-style-type: none"> - DZ BANK AG Deutsche Zentral-

		<p>Genossenschaftsbank, Frankfurt am Main</p> <ul style="list-style-type: none"> - Bausparkasse Schwäbisch Hall Aktiengesellschaft, Schwäbisch Hall (Bausparkasse Schwäbisch Hall; subgroup abbreviated to "BSH") - DVB Bank SE, Frankfurt am Main (DVB Bank; subgroup abbreviated to "DVB") - DZ HYP AG, Hamburg and Münster, subgroup abbreviated to "DZ HYP" - DZ PRIVATBANK S.A., Strassen, Luxembourg ("DZ PRIVATBANK") - TeamBank AG Nürnberg, Nürnberg ("TeamBank") - Union Asset Management Holding AG, Frankfurt am Main (Union Asset Management Holding; subgroup abbreviated to "UMH") - VR-LEASING Aktiengesellschaft, Eschborn (VR-LEASING AG; subgroup abbreviated to "VR LEASING") <p>Insurance Sector</p> <ul style="list-style-type: none"> - R+V Versicherung AG, Wiesbaden ("R+V") <p>The management units represent the operating segments of the DZ BANK Group. They are deemed to be material in terms of their contribution to the DZ BANK Group's aggregate risk and are therefore directly incorporated into the group's risk management system. The other subsidiaries and investee entities are included in the system indirectly as part of equity investment risk. The management units ensure that their respective subsidiaries and investees are also included in the DZ BANK Group's risk management system – indirectly via the majority-owned entities – and meet the minimum standards applicable throughout the group.</p>
B.16	Controlling persons	<p>As at the date of approval of the Prospectus the major shareholders of DZ BANK's subscribed capital of EUR 4,926,198,081.75 are corporate societies.</p> <p>As at the date of approval of the Prospectus the group of shareholders is composed as follows:</p> <ul style="list-style-type: none"> • cooperative banks (directly and indirectly) 94.52 per cent • Other cooperative societies 4.88 per cent • Others 0.60 per cent <p>No person exercises control over DZ BANK. DZ BANK is also not aware of any agreement which, when implemented, could mean a change in control of DZ BANK at a later date.</p>
B.17	Credit Ratings assigned to the Issuer and the Notes	<p>DZ BANK is rated by S&P Global Ratings Europe Limited ("S&P")¹, Moody's Deutschland GmbH ("Moody's")² and Fitch Deutschland GmbH ("Fitch")³.</p>

¹ S&P is established in the European Community and registered since 31 October 2011 under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended, (the "**CRA**

		<p>As at the date of approval of the Prospectus the ratings⁴ assigned to DZ BANK were as follows:</p> <p>S&P: Issuer rating: AA-* short-term rating: A-1+*</p> <p>Moody's: Issuer rating: Aa1 short-term rating: P-1</p> <p>Fitch: Issuer rating: AA-* short-term rating: F1+*</p> <p>* joint rating for the Cooperative Financial Services Network (Genossenschaftliche FinanzGruppe)</p> <p>[The Notes are rated⁴ [[AA-] [A+] [A] [A-1+] [•] by S&P] [,] [and] [[Aa1] [A1] [A3] [P-1] [•] by Moody's] [and] [[AA-] [A+] [F1+] [•] by Fitch].]</p> <p>[Not applicable. The Notes are not rated.]</p>
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Section C – Notes

Element		
C.1	Type and Class of the Notes / International Securities Identification Number [/] [Common Code] [/] [German Securities Code] [/] [insert any other Securities Number]	<p>The Notes are issued on a [fixed rate] [and] [floating rate] [discount] [accrued] interest basis.</p> <p>ISIN (International Securities Identification Number): [DE000•] [XS0•] [•].[.]:]</p> <p>[Common Code: [•].[.]:]</p> <p>[German Securities Code: [•].[.]:]</p> <p>[•].[.] <i>[insert any other Securities Number]</i></p>
C.2	Currency of the Notes	The Notes are issued in [euro ("EUR")] [U.S. dollar ("USD")] [•].
C.5	Restrictions on the free Transferability of the Notes	Not applicable. The Notes are freely transferable.
C.8	Rights attached to the Notes (including limitations to	Payment Claim

Regulation). S&P is included in the "List of registered and certified CRA's" published by the European Securities and Markets Authority on its website (www.esma.europa.eu) in accordance with the CRA Regulation.

² Moody's is established in the European Community and registered since 31 October 2011 under the CRA Regulation. Moody's is included in the "List of registered and certified CRA's" published by the European Securities and Markets Authority on its website (www.esma.europa.eu) in accordance with the CRA Regulation.

³ Fitch is established in the European Community and registered since 31 October 2011 under the CRA Regulation. Fitch is included in the "List of registered and certified CRA's" published by the European Securities and Markets Authority on its website (www.esma.europa.eu) in accordance with the CRA Regulation.

⁴ A rating is not a recommendation to buy, sell or hold Notes issued under this Programme and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. A suspension, reduction or withdrawal of the rating assigned to the Issuer [and the Notes] may adversely affect the market price of the Notes issued under this Programme.

	<p>those rights) / Status of the Notes</p>	<p>The holders ("Holders") of [preferred senior Notes] [preferred senior Notes (with eligible liabilities criteria)] [non-preferred senior Notes] [subordinated Notes] have [an interest claim and] a redemption claim against DZ BANK. [Claims arising from the [preferred senior Notes (with eligible liabilities criteria)] [non-preferred senior Notes] [subordinated Notes] may not be set off against any claims of DZ BANK.]</p> <p>Early Redemption</p> <p><i>[Preferred Senior Notes</i></p> <p>[The Notes can be terminated at the option of the Issuer (<i>Call Option</i>) upon giving notice to the Holders within a notice period on the [date] [dates] specified prior to their stated maturity. [In addition to the ordinary termination by the Issuer, the Notes can also be terminated for taxation reasons.] [[Furthermore, the][The] Notes can also be terminated by the Issuer, if the reference rate of interest ceases to exist and a suitable substitute reference rate of interest is not available.]]</p> <p>[The Notes cannot be terminated by the Issuer prior to their stated maturity [(except [for taxation reasons] [or] [if the reference rate of interest ceases to exist and a suitable substitute reference rate of interest is not available])].]</p> <p>[The Notes can be terminated at the option of a Holder (<i>Put Option</i>) upon giving notice within a notice period to the Fiscal Agent on the [date] [dates] specified prior to their stated maturity. In addition to the ordinary termination by a Holder, the Notes can also be terminated for good cause (<i>aus wichtigem Grund</i>) upon the occurrence of an event of default.]</p> <p>[The Notes cannot be terminated by the Holders prior to their stated maturity (except for good cause (<i>aus wichtigem Grund</i>) upon the occurrence of an event of default).]</p> <p><i>[Preferred Senior Notes (with eligible liabilities criteria)</i></p> <p>[Subject to the prior permission of the competent authority (if legally required), the Notes can be terminated at the option of the Issuer (<i>Call Option</i>) upon giving notice to the Holders within a notice period on the date specified prior to their stated maturity. In addition to the ordinary termination by the Issuer and subject to the prior permission of the competent authority (if legally required), the Notes can also be terminated for regulatory reasons. [Furthermore and subject to the prior permission of the competent authority (if legally required), the Notes can also be terminated by the Issuer, if the reference rate of interest ceases to exist and a suitable substitute reference rate of interest is not available.]]</p> <p>[The Notes cannot be terminated by the Issuer prior to their stated maturity (except for regulatory reasons with the prior permission of the competent authority (if legally required) [or subject to the prior permission of the competent authority (if legally required), if the reference rate of interest ceases to exist and a suitable substitute reference rate of interest is not available]).]</p> <p>The Notes cannot be terminated by the Holders prior to</p>
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		<p>their stated maturity.]</p> <p><i>[Non-Preferred Senior Notes</i></p> <p>[Subject to the prior permission of the competent authority (if legally required), the Notes can be terminated at the option of the Issuer (<i>Call Option</i>) upon giving notice to the Holders within a notice period on the date specified prior to their stated maturity. In addition to the ordinary termination by the Issuer and subject to the prior permission of the competent authority (if legally required), the Notes can also be terminated for regulatory reasons. [Furthermore and subject to the prior permission of the competent authority (if legally required), the Notes can also be terminated by the Issuer, if the reference rate of interest ceases to exist and a suitable substitute reference rate of interest is not available.]]</p> <p>[The Notes cannot be terminated by the Issuer prior to their stated maturity (except for regulatory reasons with the prior permission of the competent authority (if legally required) [or subject to the prior permission of the competent authority (if legally required), if the reference rate of interest ceases to exist and a suitable substitute reference rate of interest is not available]).]</p> <p>The Notes cannot be terminated by the Holders prior to their stated maturity.]</p> <p><i>[Subordinated Notes</i></p> <p>[Subject to the prior approval of the competent regulatory authority, the Notes can be terminated at the option of the Issuer (<i>Call Option</i>) upon giving notice to the Holders within a notice period on the [date] [dates] specified prior to their stated maturity. In addition to the ordinary termination by the Issuer and subject to the prior approval of the competent regulatory authority, the Notes can also be terminated upon the occurrence of a regulatory event.]</p> <p>[The Notes cannot be terminated by the Issuer prior to their stated maturity (except upon the occurrence of a regulatory event with the prior approval of the competent regulatory authority).]</p> <p>The Notes cannot be terminated by the Holders prior to their stated maturity.]</p> <p><i>[Redemption Details</i></p> <p>Early Redemption Amount:</p> <p>[Principal Amount] [•][:][.]</p> <p>[Call] [and] [Put] Redemption Date[s]:</p> <p>[•];</p> <p>Minimum Notice Period:</p> <p>[•].]</p> <p>Status</p> <p>[Status of the Preferred Senior Notes: The Notes constitute unsecured and preferred senior obligations of the Issuer ranking</p>
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		<p>(a) <i>pari passu</i> among themselves and <i>pari passu</i> with all other unsecured and preferred senior debt instruments of the Issuer;</p> <p>(b) <i>senior</i> to (i) unsecured and non-preferred senior debt instruments of the Issuer, (ii) subordinated debt of the Issuer that is not Additional Tier 1 or Tier 2 capital, (iii) Tier 2 capital instruments, (iv) Additional Tier 1 capital instruments and (v) Common Equity Tier 1 capital instruments;</p> <p>(c) <i>subordinated</i> to obligations of the Issuer preferred by applicable law.]</p> <p>[Status of the Preferred Senior Notes (with eligible liabilities criteria): The Notes constitute unsecured and preferred senior obligations of the Issuer ranking</p> <p>(a) <i>pari passu</i> among themselves and <i>pari passu</i> with all other unsecured and preferred senior debt instruments of the Issuer;</p> <p>(b) <i>senior</i> to (i) unsecured and non-preferred senior debt instruments of the Issuer, (ii) subordinated debt of the Issuer that is not Additional Tier 1 or Tier 2 capital, (iii) Tier 2 capital instruments, (iv) Additional Tier 1 capital instruments and (v) Common Equity Tier 1 capital instruments;</p> <p>(c) <i>subordinated</i> to obligations of the Issuer preferred by applicable law.]</p> <p>[Status of the Non-Preferred Senior Notes: The Notes constitute unsecured and non-preferred senior obligations of the Issuer ranking</p> <p>(a) <i>pari passu</i> among themselves and <i>pari passu</i> with all other unsecured and non-preferred senior debt instruments of the Issuer;</p> <p>(b) <i>senior</i> to (i) subordinated debt of the Issuer that is not Additional Tier 1 or Tier 2 capital, (ii) Tier 2 capital instruments, (iii) Additional Tier 1 capital instruments and (iv) Common Equity Tier 1 capital instruments;</p> <p>(c) <i>subordinated</i> to obligations of the Issuer preferred by applicable law, including unsecured and preferred senior debt instruments of the Issuer.]</p> <p>[Status of the Subordinated Notes: The Notes constitute unsecured and subordinated obligations of the Issuer ranking</p> <p>(a) <i>pari passu</i> among themselves and <i>pari passu</i> with all other subordinated obligations of the Issuer;</p> <p>(b) <i>senior</i> to (i) Additional Tier 1 capital instruments and (ii) Common Equity Tier 1 capital instruments;</p> <p>(c) <i>subordinated</i> to obligations of the Issuer preferred by applicable law, including unsecured and senior debt instruments of the Issuer.]</p>
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		<p>Limitation of the rights attached to the Notes: Not applicable. There are no limitations of the rights attached to the Notes.</p>
C.9	<p>Interest Rate / [Interest Commencement Date]/[Interest Payment Date[s]],[Yield /][Underlying on which Interest Rate is based/] Maturity Date including Repayment Procedures / Name of Representative of the Holders</p>	<p><i>Please read <u>Element C.8</u> together with the information below.</i></p> <p>[Fixed Rate Notes: The Notes bear a fixed interest income throughout the entire term of the Notes.</p> <p>The Notes shall bear interest on their principal amount (i.e. the specified denomination of the Notes) at the rate of [•] per cent per annum from [•], the "Interest Commencement Date", (inclusive) to the Maturity Date (exclusive). Interest shall be payable [annually] [•] in arrears on [•] ([each] such date, an "Interest Payment Date") [in each year]. [The first interest payment shall be made on [•] [(short] [(long] first coupon)], the Interest Payment Date preceding the Maturity Date is [•]]. The last interest payment shall be made on [the Maturity Date] [•] [(short] [(long] last coupon)].]</p> <p>[Yield: [•] per cent per annum.]]</p> <p>[[Step-up] [and] [Step-down] Fixed Rate Notes: The Notes are issued with an [increasing] [and] [decreasing] coupon where the interest rate will [increase] [and] [decrease] over the term.</p> <p>The Notes shall bear interest on their principal amount (i.e. the specified denomination of the Notes)</p> <ul style="list-style-type: none"> ▪ at the rate of [•] per cent per annum from [•], the "Interest Commencement Date", (inclusive) to [•] (exclusive), ▪ at the rate of [•] per cent per annum from [•] (inclusive) to [•] (exclusive)⁵, ▪ at the rate of [•] per cent per annum from [•] (inclusive) to the Maturity Date (exclusive). <p>Interest shall be payable [annually] [•] in arrears on [•] [and •] (each such date, an "Interest Payment Date") [in each year]. [The first interest payment shall be made on [•] [(short] [(long] first coupon)], the Interest Payment Date preceding the Maturity Date is [•]]. The last interest payment shall be made on [the Maturity Date] [•] [(short] [(long] last coupon)].]</p> <p>[Floating Rate Notes: The Notes bear interest at an interest rate determined on the basis of a reference rate of interest. The reference rate of interest is [EURIBOR (<i>Euro Interbank Offered Rate</i>)]</p>

⁵ Insert further interest periods if needed.

	<p>[LIBOR (<i>London Interbank Offered Rate</i>)] [a CMS (Constant Maturity Swap) rate] [the difference between two CMS (Constant Maturity Swap) rates] with reference to the agreed screen page of a commercial quotation service.</p> <p>The Notes shall bear interest on their principal amount (i.e. the specified denomination of the Notes) from [•], the "Interest Commencement Date", (inclusive) to the first Interest Payment Date (exclusive) and thereafter from each Interest Payment Date (inclusive) to the next following Interest Payment Date (exclusive) and for the last time to the Maturity Date (exclusive). Interest on the Notes shall be payable in arrears on each Interest Payment Date.</p> <p>[The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the [1] [3] [6] [12] -month-EURIBOR [•] [multiplied by the Factor of [••] [• per cent]] [and] [plus the Margin of [•] per cent per annum] [minus the Margin of [•] per cent per annum], payable [monthly] [quarterly] [semi-annually] [annually] [•] in arrears on [•] [in each year, commencing on [•]].</p> <p>[If the Floating Rate of Interest determined in respect of any Interest Period is lower than the Minimum Rate of Interest of [•] per cent per annum, the applicable Floating Rate of Interest for such Interest Period shall be the Minimum Rate of Interest of [•] per cent per annum.]</p> <p>[If the Floating Rate of Interest determined in respect of any Interest Period is higher than the Maximum Rate of Interest of [•] per cent per annum, the applicable Floating Rate of Interest for such Interest Period shall be the Maximum Rate of Interest of [•] per cent per annum.]</p> <p>[The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the [1] [2] [3] [6] [12] -month-[USD] [•]-LIBOR [•] [multiplied by the Factor of [••] [• per cent]] [and] [plus the Margin of [•] per cent per annum] [minus the Margin of [•] per cent per annum], payable [monthly] [every two months] [quarterly] [semi-annually] [annually] [•] in arrears on [•] [in each year, commencing on [•]].</p> <p>[If the Floating Rate of Interest determined in respect of any Interest Period is lower than the Minimum Rate of Interest of [•] per cent per annum, the applicable Floating Rate of Interest for such Interest Period shall be the Minimum Rate of Interest of [•] per cent per annum.]</p> <p>[If the Floating Rate of Interest determined in respect of any Interest Period is higher than the Maximum Rate of Interest of [•] per cent per annum, the applicable Floating Rate of Interest for such Interest Period shall be the Maximum Rate of Interest of [•] per cent per annum.]</p> <p>[The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the [10] [•]-Year Swap Rate (the middle swap rate against the [3] [6] [•] [-month-EURIBOR] [-month-[USD][•]-LIBOR] [•]) [multiplied by the Factor of [••] [• per cent]] [and] [plus the Margin of [•] per cent per annum] [minus the Margin of [•] per cent per annum], payable [monthly] [quarterly] [semi-annually] [annually] [•] in arrears on [•] [in each year, commencing on [•]].</p> <p>[If the Floating Rate of Interest determined in respect of any Interest Period is lower than the Minimum Rate of</p>
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		<p>Interest of [•] per cent per annum, the applicable Floating Rate of Interest for such Interest Period shall be the Minimum Rate of Interest of [•] per cent per annum.] [If the Floating Rate of Interest determined in respect of any Interest Period is higher than the Maximum Rate of Interest of [•] per cent per annum, the applicable Floating Rate of Interest for such Interest Period shall be the Maximum Rate of Interest of [•] per cent per annum.]]</p> <p>[The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the difference (expressed as a percentage per annum) between the [10] [•]-Year Swap Rate (the middle swap rate against the [3] [6] [•] [-month-EURIBOR] [-month-[USD][•]-LIBOR] [•]) and the [2] [•]-Year Swap Rate (the middle swap rate against the [3] [6] [•] [-month-EURIBOR] [-month-[USD][•]-LIBOR] [•]) [multiplied by the Factor of [•.] [• per cent]] [and] [plus the Margin of [•] per cent per annum] [minus the Margin of [•] per cent per annum], payable [monthly] [quarterly] [semi-annually] [annually] [•] in arrears on [•] [in each year, commencing on [•]].</p> <p>[If the Floating Rate of Interest determined in respect of any Interest Period is lower than the Minimum Rate of Interest of [•] per cent per annum, the applicable Floating Rate of Interest for such Interest Period shall be the Minimum Rate of Interest of [•] per cent per annum.] [If the Floating Rate of Interest determined in respect of any Interest Period is higher than the Maximum Rate of Interest of [•] per cent per annum, the applicable Floating Rate of Interest for such Interest Period shall be the Maximum Rate of Interest of [•] per cent per annum.]]]</p> <p>[Zero Coupon Notes: The Notes will be issued [at a discount from the principal amount] [on an accrued interest basis] and will not bear interest other than in the case of late payment. There will be no periodic payments of interest on the Notes.</p> <p>[Discount Basis / Discount Rate: [•] per cent per annum;]</p> <p>[Accrued Interest Basis / Amortisation Yield: [•] per cent per annum.]]</p> <p>[Fixed to Floating Rate Notes: Initially, the Notes shall bear interest on their principal amount (i.e. the specified denomination of the Notes) at the rate of [•] per cent per annum from [•], the "Interest Commencement Date", (inclusive) to the last Fixed Interest Payment Date (exclusive). Interest shall be payable [annually] [•] in arrears on [•] ([each] such date, a "Fixed Interest Payment Date") [in each year]. [The first fixed interest payment shall be made on [•] [(short] [(long] first coupon)]. The last fixed interest payment shall be made on [•] [(short] [(long] last coupon)].]</p> <p>Subsequently, the Notes bear interest at a floating interest rate determined on the basis of a reference rate of interest. The reference rate of interest is [EURIBOR (<i>Euro Interbank Offered Rate</i>)] [LIBOR (<i>London Interbank</i></p>
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		<p><i>Offered Rate</i>)] [a CMS (Constant Maturity Swap) rate] [the difference between two CMS (Constant Maturity Swap) rates] with reference to the agreed screen page of a commercial quotation service.</p> <p>The Notes shall bear interest on their principal amount (i.e. the specified denomination of the Notes) from the last Fixed Interest Payment Date (inclusive) to the first Floating Interest Payment Date (exclusive) and thereafter from each Floating Interest Payment Date (inclusive) to the next following Floating Interest Payment Date (exclusive) and for the last time to the Maturity Date (exclusive). Interest on the Notes shall be payable on each Floating Interest Payment Date.</p> <p>[The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the [1] [3] [6] [12] -month-EURIBOR [•] [multiplied by the Factor of [••] [• per cent]] [and] [plus the Margin of [•] per cent per annum] [minus the Margin of [•] per cent per annum], payable [monthly] [quarterly] [semi-annually] [annually] [•] in arrears on [•] [in each year, commencing on [•]].</p> <p>[If the Floating Rate of Interest determined in respect of any Interest Period is lower than the Minimum Rate of Interest of [•] per cent per annum, the applicable Floating Rate of Interest for such Interest Period shall be the Minimum Rate of Interest of [•] per cent per annum.]</p> <p>[If the Floating Rate of Interest determined in respect of any Interest Period is higher than the Maximum Rate of Interest of [•] per cent per annum, the applicable Floating Rate of Interest for such Interest Period shall be the Maximum Rate of Interest of [•] per cent per annum.]]</p> <p>[The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the [1] [2] [3] [6] [12] -month-[USD] [•]-LIBOR [•] [multiplied by the Factor of [••] [• per cent]] [and] [plus the Margin of [•] per cent per annum] [minus the Margin of [•] per cent per annum], payable [monthly] [every two months] [quarterly] [semi-annually] [annually] [•] in arrears on [•] [in each year, commencing on [•]].</p> <p>[If the Floating Rate of Interest determined in respect of any Interest Period is lower than the Minimum Rate of Interest of [•] per cent per annum, the applicable Floating Rate of Interest for such Interest Period shall be the Minimum Rate of Interest of [•] per cent per annum.]</p> <p>[If the Floating Rate of Interest determined in respect of any Interest Period is higher than the Maximum Rate of Interest of [•] per cent per annum, the applicable Floating Rate of Interest for such Interest Period shall be the Maximum Rate of Interest of [•] per cent per annum.]]</p> <p>[The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the [10] [•]-Year Swap Rate (the middle swap rate against the [3] [6] [•] [-month-EURIBOR] [-month-[USD]][•]-LIBOR [•]) [multiplied by the Factor of [••] [• per cent]] [and] [plus the Margin of [•] per cent per annum] [minus the Margin of [•] per cent per annum], payable [monthly] [quarterly] [semi-annually] [annually] [•] in arrears on [•] [in each year, commencing on [•]].</p> <p>[If the Floating Rate of Interest determined in respect of</p>
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	<p>any Interest Period is lower than the Minimum Rate of Interest of [•] per cent per annum, the applicable Floating Rate of Interest for such Interest Period shall be the Minimum Rate of Interest of [•] per cent per annum.]</p> <p>[If the Floating Rate of Interest determined in respect of any Interest Period is higher than the Maximum Rate of Interest of [•] per cent per annum, the applicable Floating Rate of Interest for such Interest Period shall be the Maximum Rate of Interest of [•] per cent per annum.]]</p> <p>[The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the difference (expressed as a percentage per annum) between the [10] [•]-Year Swap Rate (the middle swap rate against the [3] [6] [•] [-month-EURIBOR] [-month-[USD][•]-LIBOR] [•]) and the [2] [•]-Year Swap Rate (the middle swap rate against the [3] [6] [•] [-month-EURIBOR] [-month-[USD][•]-LIBOR] [•]) [multiplied by the Factor of [•.] [•] per cent]] [and] [plus the Margin of [•] per cent per annum] [minus the Margin of [•] per cent per annum], payable [monthly] [quarterly] [semi-annually] [annually] [•] in arrears on [•] [in each year, commencing on [•]].</p> <p>[If the Floating Rate of Interest determined in respect of any Interest Period is lower than the Minimum Rate of Interest of [•] per cent per annum, the applicable Floating Rate of Interest for such Interest Period shall be the Minimum Rate of Interest of [•] per cent per annum.]</p> <p>[If the Floating Rate of Interest determined in respect of any Interest Period is higher than the Maximum Rate of Interest of [•] per cent per annum, the applicable Floating Rate of Interest for such Interest Period shall be the Maximum Rate of Interest of [•] per cent per annum.]]]</p> <p>Business Day Convention [(fixed interest periods)]:</p> <p>[Modified Following Business Day Convention;]</p> <p>[FRN Convention;]</p> <p>[Following Business Day Convention;]</p> <p>[Preceding Business Day Convention;]</p> <p>Adjustment of [Interest] [the amount of principal] [(fixed interest periods)]:</p> <p>[Yes] [No];</p> <p>Day Count Fraction [(fixed interest periods)]:</p> <p>[Actual/Actual (ICMA Rule 251)</p> <p>ICMA Determination Date(s): [•] [in each year] Number of ICMA Determination Dates in one calendar year: [•.]</p> <p>[Actual/365 (Fixed).]</p> <p>[Actual/365 (Sterling).]</p>
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		<p>[Actual/360.]</p> <p>[30/360, 360/360 or Bond Basis.]</p> <p>[30E/360 or Eurobond Basis.]</p> <p>[Business Day Convention (floating interest periods):</p> <p>[Modified Following Business Day Convention;]</p> <p>[FRN Convention;]</p> <p>[Following Business Day Convention;]</p> <p>[Preceding Business Day Convention;]</p> <p>Adjustment of Interest (floating interest periods):</p> <p>[Yes] [No];</p> <p>Day Count Fraction (floating interest periods):</p> <p>[Actual/Actual (ICMA Rule 251)</p> <p>ICMA Determination Date(s): [•] [in each year] Number of ICMA Determination Dates in one calendar year: [•].]</p> <p>[Actual/365 (Fixed).]</p> <p>[Actual/365 (Sterling).]</p> <p>[Actual/360.]</p> <p>[30/360, 360/360 or Bond Basis.]</p> <p>[30E/360 or Eurobond Basis.]]</p> <p>Maturity Date including Repayment Procedures:</p> <p>[•] 20[•];</p> <p>Unless previously redeemed or repurchased and cancelled, the Issuer will redeem the Notes on the Maturity Date at [par] [the final redemption amount of [•] per cent of the aggregate principal amount [which corresponds to [EUR] [USD] [•] [•]]]. Any amounts payable shall be paid to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders for subsequent transfer to the Holders. The Issuer will be discharged from its payment obligation to the Holders by payment to, or to the order of, the Clearing System.</p> <p>Name of Representative of the Holders: Not applicable. There is no representative of the Holders.</p>
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[C.10]	Derivative Component in the Interest Payment	<p>Please read <u>Element C.9</u> together with the information below.</p> <p>Not applicable. The Notes have no derivative component in the interest payment.]</p>
[C.11]	Application for Admission to Trading on a Regulated Market	<p>[Luxembourg Stock Exchange: Regulated Market "<i>Bourse de Luxembourg</i>".]</p> <p>[Frankfurt Stock Exchange: Regulated Market of the Frankfurt Stock Exchange.]</p> <p>[Düsseldorf Stock Exchange: Regulated Market of the Düsseldorf Stock Exchange.]</p> <p>[·] [Not applicable. No application for admission to trading of the Notes on a regulated market will be made.]]</p>
[C.21]	Market where the Notes will be traded	<p>[Luxembourg Stock Exchange: Regulated Market "<i>Bourse de Luxembourg</i>".]</p> <p>[Frankfurt Stock Exchange: Regulated Market of the Frankfurt Stock Exchange.]</p> <p>[Düsseldorf Stock Exchange: Regulated Market of the Düsseldorf Stock Exchange.]</p> <p>[·]</p>

Section D – Risks

Element		
D.2	Key Information on the Key Risks that are specific to the Issuer	<p>Risks result from adverse developments affecting financial position or financial performance, and essentially comprise the risk of an unexpected future liquidity shortfall or unexpected future losses. It is distinguished in the resources liquidity and capital. Risks that materialize can affect both of these resources.</p> <p>Issuer risk and possible total loss of invested capital Investors are exposed to the risk of insolvency of DZ BANK, i.e. its indebtedness or its inability to pay its debts. A total loss of the invested capital is possible.</p> <p>The following <u>general risk factors</u> are of importance for the DZ BANK Group and DZ BANK:</p> <ul style="list-style-type: none"> - The DZ BANK Group and DZ BANK are exposed to risk factors related to both the market and sector. These risk factors may be reflected in capital adequacy

		<p>and liquidity adequacy. For example, the regulatory framework for the banking industry remains characterized by ever tighter regulatory capital and liquidity standards and increasingly stringent process and reporting requirements. These developments particularly have an impact on business risk. There are also significant macroeconomic risk factors in the shape of economic divergences in the eurozone, the planned UK's exit from the EU, the ongoing phase of low interest rates, the persistently tough market conditions faced by the offshore finance business and by some of the shipping finance business, and the threat of a global trade war. Potentially, the macroeconomic risk factors could particularly have a negative impact on credit risk, equity investment risk, market risk, business risk, and reputational risk in the Bank sector and on market risk, counterparty default risk, and reputational risk in the Insurance sector. The protracted period of low interest rates will reduce profits.</p> <ul style="list-style-type: none"> - Moreover, the DZ BANK Group and DZ BANK are exposed to business-specific risk factors of an overarching nature that affect a number of risk types. These factors may include potential shortcomings in the risk management system, the possible downgrading of the credit rating for DZ BANK or its subsidiaries, or ineffective hedges. These risks are generally taken into account in risk management. <p>The following <u>specific risk factors</u> are of importance for the <u>Bank Sector</u>:</p> <ul style="list-style-type: none"> - Credit risk is defined as the risk of losses arising from the default of counterparties (borrowers, issuers, other counterparties) and from the migration of the credit ratings of these counterparties. - Equity investment risk is the risk of losses arising from negative changes in the fair value of the portion of the long-term equity investments portfolio for which the risks are not included in other types of risk. In the Bank sector of the DZ BANK Group, equity investment risk arises primarily at DZ BANK, BSH and DVB. - Market risk in the Bank sector including DZ BANK comprises market risk in the narrow sense of the term, and market liquidity risk. - Technical risk of a home savings and loan company is subdivided into two components: new business risk and collective risk. New business risk is the risk of a negative impact from possible variances compared with the planned new business volume. Collective risk refers to the risk of a negative impact that could arise from variances between the actual and forecast performance of the collective building society operations caused by significant long-term changes in customer behavior unrelated to changes in interest rates. - Business risk denotes the risk of losses arising from earnings volatility for a given business strategy and not covered by other types of risk. In particular, this comprises the risk that, as a result of changes in material circumstances (for example, the regulatory environment, economic conditions, product environment, customer behavior, market competitors) corrective action cannot be taken at an operational level to prevent the losses.
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		<ul style="list-style-type: none"> - Reputational risk refers to the risk of losses from events that damage confidence, mainly among customers (including the cooperative banks), shareholders, employees, the labor market, the general public, and the regulator in the entities in the Bank sector or in the products and services that they offer. - DZ BANK defines operational risk as the risk of loss from human behavior, technological failure, weaknesses in process or project management, or external events. This closely resembles the regulatory definition. Legal risk is included in this definition. <p>The following <u>specific risk factors</u> are of importance for the <u>Insurance Sector</u>:</p> <ul style="list-style-type: none"> - Actuarial risk is the risk that the actual cost of claims and benefits deviates from the expected cost as a result of chance, error or change. It is broken down into the following categories defined by Solvency II: <ul style="list-style-type: none"> - life actuarial risk - health actuarial risk - non-life actuarial risk. - Market risk describes the risk arising from fluctuation in the level or volatility of market prices of assets, liabilities, and financial instruments that have an impact on the value of the assets and liabilities of the entity. It suitably reflects the structural mismatch between assets and liabilities, in particular with respect to their duration. - Counterparty default risk reflects possible losses due to unexpected default or deterioration in the credit standing of counterparties and debtors of insurance and reinsurance companies over the following 12 months. It covers risk-mitigating contracts, such as reinsurance arrangements, securitisations and derivatives, and receivables from intermediaries, as well as any other credit risk that is not otherwise covered by risk measurement. Counterparty default risk takes account of collateral or other security that is held by or for the insurance or reinsurance company and any associated risks. - Reputational risk is defined as the risk of losses that could arise from possible damage to the reputation of R+V or of the entire industry as a result of a negative perception among the general public (for example, customers, business partners, shareholders, authorities, media). - Operational risk is defined as the risk of loss arising from inadequate or failed internal processes, personnel, or systems, or from external events. It includes legal risk. Legal risk could arise, in particular, from changes in the legal environment (legislation and decisions by the courts), changes in official interpretations, and changes in the business environment. - All entities that form part of the regulatory R+V Versicherung AG insurance group are generally included in the calculation of group solvency. This also applies to entities in other financial sectors which mainly consist of pension funds and occupational pension schemes.
D.3	Key Information on the Key Risks that are specific to the	Investors should be aware that the individual risks or the combination of the risks set out below may have a

	<p>Notes</p>	<p>significant impact on the price of the Notes and a negative impact on the value of the investment. Under certain circumstances the prospective investor may suffer substantial losses.</p> <p>Risks relating to the Notes generally</p> <ul style="list-style-type: none"> • <i>Risk that Notes may not be a suitable investment for all investors</i> <p>Prospective investors should only invest in Notes, if the prospective investors are able to assess the functionality and thus are prepared to bear the inherent risks.</p> <ul style="list-style-type: none"> • <i>Rating risk</i> <p>One or more independent rating agencies may assign ratings to the Notes. Such ratings may not reflect the potential impacts of all risks related to structure, market, risk factors discussed herein or other factors that may affect the value of the Notes. Accordingly, an investor may suffer losses if the rating assigned to any Notes does not reflect all risks relating to such Notes.</p> <p>Risks related to the nature of the Notes</p> <ul style="list-style-type: none"> • <i>Interest rate risk</i> <p><i>[[Step-up] [and] [Step-down] Fixed Rate Notes:</i></p> <p>A Holder of [Step-up] [and] [Step-down] Fixed Rate Notes is exposed to the risk that interest rate levels rise and as a result, the market price of the Notes falls.]</p> <p><i>[Floating Rate Notes:</i></p> <p>A Holder of Floating Rate Notes is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of Floating Rate Notes in advance. Floating Rate Notes may include multipliers or caps and/or floors, or any combination of those features.]</p> <p><i>[Zero Coupon Notes:</i></p> <p>A Holder of Zero Coupon Notes is exposed to the risk that interest rate levels rise and as a result, the market price of the Notes falls. Prices of Zero Coupon Notes are more volatile than prices of Fixed Rate Notes and are likely to respond to a greater degree to market interest rate changes than interest bearing notes with a similar maturity.]</p> <p><i>[Fixed to Floating Rate Notes:</i></p> <p>The spread on the Fixed to Floating Rate Notes may be less favourable than the then prevailing spreads on comparable Floating Rate Notes relating to the same reference rate. In addition, the floating rate at any time may be lower than the interest rates payable on other Notes. During the fixed interest rate phase a Holder of Fixed to Floating Rate Notes bears the risk that interest rate levels rise and, as a result, the market price of the Notes falls. During the floating interest rate phase a Holder of Fixed to Floating Rate Notes bears the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to</p>
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	<p>determine the profitability of Fixed to Floating Rate Notes in advance. Fixed to Floating Rate Notes may include multipliers or caps, or any combination of those features with respect to their floating interest rate phase.]</p> <ul style="list-style-type: none"> • <i>[Termination and reinvestment risk</i> <p>[If the Issuer has an ordinary right to terminate the Notes prior to their stated maturity] [or] [[if] [if] the Notes can be terminated by the Issuer prior to their stated maturity due to the occurrence of an event set out in the Terms and Conditions of [Preferred Senior Notes] [Preferred Senior Notes (with eligible liabilities criteria)] [Non-Preferred Senior Notes] [Subordinated Notes]], a Holder bears the risk that the Issuer exercises his right of termination at an unfavourable point in time for the Holder and the Holder may only be able to reinvest the amount received on less favourable conditions. Also, a Holder is exposed to the risk that due to early termination his investment may have a lower than expected yield.]</p> <ul style="list-style-type: none"> • <i>[Risk in connection with a maximum rate of interest (cap)</i> <p>The yield of Notes with a maximum rate of interest ("cap") can be considerably lower than that of similar structured Notes without a cap. The Holder bears the risk that interest rate levels rise above the cap and that the market price of the Notes with a cap falls.]</p> <ul style="list-style-type: none"> • <i>Currency risk</i> <p>A Holder of Notes denominated in a currency other than the local currency of such Holder is exposed to the risk that the exchange rate of the currency relevant for the Notes changes to the Holder's disadvantage. This may affect the yield of such Notes.</p> <ul style="list-style-type: none"> • <i>[Risks related to Chinese Renminbi denominated Notes</i> <p>The Chinese Renminbi is not freely convertible and there exist significant restrictions on the remittance of Chinese Renminbi into and out of the People's Republic of China ("PRC"). In addition, there is only limited availability of Chinese Renminbi outside the PRC, which may affect the liquidity of the Chinese Renminbi Notes and the Issuer's ability to source Chinese Renminbi outside the PRC to service the Chinese Renminbi Notes.</p> <p>In the circumstances set out in the Terms and Conditions of the Notes relating to the unavailability of Chinese Renminbi, the Issuer is entitled to make payments in respect of the Chinese Renminbi Notes in US dollars. An investment in Chinese Renminbi Notes is therefore in either case subject to exchange rate risks.]</p> <p>[Risks related to the admission of the Notes to trading</p> <ul style="list-style-type: none"> • <i>Liquidity risk</i> <p>A Holder bears the risk that there is no or hardly any exchange trading in these Notes. The Notes can therefore not be sold at all or only with considerable price reductions. The possibility to sell the Notes might</p>
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		<p>additionally be restricted by country specific reasons.</p> <ul style="list-style-type: none"> • Market price risk <p>A Holder bears the risk that the market price of these Notes falls as a result of the general development of the market. The Holder suffers a loss if he sells his Notes below the purchase price.]</p> <p>Regulatory risks</p> <ul style="list-style-type: none"> • SRM Regulation - Bail-in Tool and other resolution tools <p><i>Uniform rules and a uniform procedure for the resolution</i></p> <p>Regulation (EU) No. 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund ("SRM Regulation"), amongst other things, provides the Single Resolution Board ("SRB") with a set of resolution tools and resolution powers. These include the power (i) to sell or merge the business operations or parts of the individual business units with another bank (<i>sale of business tool</i>), or (ii) to set up a temporary bridge bank to operate critical functions, rights or liabilities (<i>bridge institution tool</i>). Furthermore, among others, these include the power (iii) to separate sound assets from impaired assets or assets at risk of default (<i>asset separation tool</i>), or (iv) to write down, including the permanent write down to potentially zero, or convert relevant capital instruments and eligible liabilities (as defined in Article 3(1) No. (49) and (51) SRM Regulation) of the Issuer, including liabilities under the Notes, into equity of the Issuer or another legal entity ("Bail-in Tool"), or (v) to amend the terms and conditions of the Notes.</p> <p>In the event of a resolution of the Issuer, the German resolution authority shall implement all decisions concerning such resolution addressed to it by the SRB. For those purposes, but subject to the SRM Regulation, the German resolution authority shall exercise its powers under the German Act of 10 December 2014 on the Recovery and Resolution of Credit Institutions and Groups of Credit Institutions, as amended, (<i>Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen vom 10. Dezember 2014, in der jeweils gültigen Fassung</i>) and in accordance with the conditions laid down in German law. For that purpose, the German resolution authority has, inter alia, the power to suspend any payment obligations of the Issuer or to modify the terms and conditions of the Notes.</p> <p><i>[Ranking of unsecured debt instruments in insolvency hierarchy</i></p> <p>In this context Directive (EU) 2017/2399 of the European Parliament and of the Council of 12 December 2017 amending Directive 2014/59/EU as regards the ranking of unsecured debt instruments in insolvency hierarchy ("Amending Directive") has created a new class of non-preferred senior debts ranking senior to own funds instruments and other subordinated obligations in the form</p>
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	<p>of Additional Tier 1 capital instruments as well as Tier 2 capital instruments, but having a lower ranking than obligations preferred by applicable law.</p> <p>As a consequence, the Bail-in Tool will apply to the non-preferred senior Notes prior to the application of such resolution tool to obligations preferred by applicable law, including among others unsecured and preferred senior Notes, and unsecured and preferred senior Notes (with eligible liabilities criteria) of the Issuer.</p> <p><i>[Characteristics of the Preferred Senior Notes (with eligible liabilities criteria)]</i></p> <p>The terms and conditions of the preferred senior Notes (with eligible liabilities criteria), amongst others, do not provide for any early redemption rights of the Holders or event of default. However, the Issuer has the right to terminate the preferred senior Notes (with eligible liabilities criteria) for regulatory reasons. Furthermore, the terms and conditions of the preferred senior Notes (with eligible liabilities criteria) contain a provision that claims arising from the preferred senior Notes (with eligible liabilities criteria) may not be set off against any claims of the Issuer.]</p> <p><i>[Characteristics of the Non-Preferred Senior Notes]</i></p> <p>The terms and conditions of the non-preferred senior Notes, amongst others, do not provide for any early redemption rights of the Holders or event of default. However, the Issuer has the right to terminate the non-preferred senior Notes for regulatory reasons. Furthermore, the terms and conditions of the non-preferred senior Notes contain a provision that claims arising from the non-preferred senior Notes may not be set off against any claims of the Issuer.]]</p> <p><i>Consequences</i></p> <p>[There is no certainty that the Issuer will at all times have sufficient own funds instruments or other subordinated obligations in the form of Additional Tier 1 capital instruments or Tier 2 capital instruments to avoid the application of the Bail-in Tool to the Notes.]</p> <p>The application of the described regulatory measures [in connection with the ranking of the Notes [and the characteristics of the [preferred senior Notes (with eligible liabilities criteria)] [non-preferred senior Notes]]] may materially adversely affect the rights of the Holder of the Notes including the loss of the entire or a substantial part of his investment and may have a negative impact on the market value of the Notes also prior to resolution or any insolvency proceedings.</p> <ul style="list-style-type: none"> • <i>[Subordinated Notes]</i> <p><i>Ranking of Subordinated Notes in insolvency hierarchy</i></p> <p>The resolution authorities will generally exercise their power under the Bail-in Tool in a particular ranking order so that (i) first, Common Equity Tier 1 capital instruments are reduced and the losses fully absorbed, (ii) thereafter, the principal amount of Additional Tier 1 capital instruments is written down on a permanent basis or converted into one or more Common Equity Tier 1 capital</p>
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	<p>instruments, (iii) thereafter, the principal amount of Tier 2 capital instruments (such as the Notes) is written down on a permanent basis or converted into one or more Common Equity Tier 1 capital instruments and (iv) thereafter, certain eligible liabilities in accordance with the hierarchy of claims of the Issuer's creditors in normal insolvency proceedings are written down on a permanent basis or converted into one or more Common Equity Tier 1 capital instruments.</p> <p><i>Characteristics of the Subordinated Notes</i></p> <p>The terms and conditions of the subordinated Notes, amongst others, do not provide for any early redemption rights of the Holders or event of default. However, the Issuer has the right to terminate the subordinated Notes upon the occurrence of a regulatory event. Furthermore, the terms and conditions of the subordinated Notes contain a provision that claims arising from the subordinated Notes may not be set off against any claims of the Issuer.</p> <p><i>Consequences</i></p> <p>There is no certainty that the Issuer will at all times have sufficient own funds instruments or other subordinated obligations in the form of Additional Tier 1 capital instruments to avoid the application of the Bail-in Tool to the Notes.</p> <p>Therefore, the probability of claims resulting from the subordinated Notes proving unrecoverable in the event of the Issuer's insolvency or being bailed-in for loss absorption or recapitalisation purposes in the event of the Issuer's resolution is substantially higher than in the case of senior Notes and the holders of subordinated Notes are exposed to a significantly higher risk of losing their investment in whole or in part than the holders of senior Notes.]</p> <ul style="list-style-type: none"> • [Benchmarks Regulation <p><i>Changes and uncertainty in respect of EURIBOR and/or LIBOR</i></p> <p>Various interest rate benchmarks (including the Euro Interbank Offered Rate ("EURIBOR") and the London Interbank Offered Rate ("LIBOR")) are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective, including 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 (Benchmarks Regulation), while others are still to be implemented.</p> <p>On 27 July 2017, the UK Financial Conduct Authority has set a deadline of the end of 2021 after which it will no longer persuade or compel banks to submit data for LIBOR. It is expected that LIBOR will then cease to exist in its current form.</p> <p><i>Consequences</i></p> <p>These reforms and other factors may cause one or more interest rate benchmarks (including EURIBOR and LIBOR) to disappear entirely, to perform differently than in the past (as a result of a change in methodology or otherwise),</p>
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		<p>create disincentives for market participants to continue to administer or participate in certain benchmarks or have other consequences which cannot be predicted.</p> <p>In particular, investors should be aware:</p> <ul style="list-style-type: none"> - that any of these reforms or factors described above or any other changes to a relevant interest rate benchmark (including EURIBOR and LIBOR) could affect the level of the published floating rate of interest and therefore the price of the [Floating Rate Notes] [Fixed to Floating Rate Notes], including to cause it to be lower and/or more volatile than it would otherwise be; - that, if a relevant interest rate benchmark (including EURIBOR and LIBOR) is discontinued, then the Issuer will be entitled in accordance with the terms and conditions to substitute such relevant interest rate benchmark (including EURIBOR and LIBOR) [or even terminate the [Floating Rate Notes] [Fixed to Floating Rate Notes]]; - that a substitution of a relevant interest rate benchmark (including EURIBOR and LIBOR) may have a material adverse effect on the value of and the payment of interest under the [Floating Rate Notes] [Fixed to Floating Rate Notes];[.].] <p>[- of a reinvestment risk in case of termination of the [Floating Rate Notes] [Fixed to Floating Rate Notes] by the Issuer.]]</p>
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Section E – Offer

Element		
[E.2b	<p>Reasons for the offer and Use of Net Issue Proceeds when different from making profit and/or hedging certain risks</p>	<p>[The offer of the Notes will be used for the purpose of financing the business of the Issuer [while achieving the recognition of the Notes as eligible liabilities in accordance with regulatory requirements so as to ensure that the Issuer has sufficient loss absorbing and recapitalisation capacity]. The net issue proceeds from the issue of the Notes will be used for such purpose.]</p> <p>[The net issue proceeds from the issue of the subordinated Notes will be used to strengthen the capital base of DZ BANK AG to support the continuing growth of its business.]</p> <p>[•] [specify details, if there is a particular use of the net issue proceeds]]</p>

[E.3	Terms and Conditions of the Offer	<p>General:</p> <p>The Notes are distributed by way of [an] [a public] offer to [non-qualified investors] [qualified investors] [non-qualified and qualified investors] on a [syndicated] [non-syndicated] basis.</p> <p>[The public offer will commence on [<i>insert date</i>] and end [on [<i>insert date</i>] (inclusive).][with the expiry of the period of validity of the Prospectus on 30 May 2020, at the latest.][with the expiry of the period of validity of the succeeding Debt Issuance Programme Prospectus for the Update 2020 of the DZ BANK AG Debt Issuance Programme, expected on 28 May 2021, at the latest, if the succeeding Debt Issuance Programme Prospectus for the Update 2020 of the DZ BANK AG Debt Issuance Programme provides for the extension of the public offer of the Notes.]]</p> <p>[Public offer in [the Grand Duchy of Luxembourg][,] [and] [the Federal Republic of Germany][,] [and] [the Republic of Austria][,] [and] [the Kingdom of the Netherlands] [and] [Ireland] [•].]</p> <p>[During the subscription period from [•] to [•] (in each case including) the Issue Price of the Notes will be [•] per cent. The selling price of the Notes is free to trade after the expiry of the subscription period.]</p> <p>[•]</p> <p>[Subscription Agreement:</p> <p>Under the subscription agreement, the Issuer agrees to issue the Notes and [each] [the] Dealer[s] agree[s] to purchase the Notes and the Issuer and [each] [the] Dealer[s] agree[s] <i>inter alia</i> on the aggregate principal amount of the issue, the principal amount of the Dealer's commitment, the Issue Price, the Issue Date and the commissions.]</p> <p>Dealer[s]:</p> <p>[•].</p> <p>[Date of Subscription Agreement:</p> <p>[•].]</p> <p>[Date when the oral agreement on the issue of Notes has been reached:</p> <p>[•].]</p> <p>Aggregate Principal Amount:</p> <p>The Notes are issued in an Aggregate Principal Amount of [EUR] [USD] [•] [•,000,000] [•].</p> <p>Specified Denomination:</p> <p>The Notes are issued in a specified denomination of [EUR]</p>
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		<p>[USD] [•] [1,000] [2,000] [100,000] [200,000] [•].</p> <p>Principal Amount of the Commitment of [the] [each] Dealer:</p> <p>[[EUR] [USD] [•] [•,000,000] [•].]</p> <p>[Not applicable. There is no commitment of the Dealer.]</p> <p>Issue Price:</p> <p>The Notes are issued at an Issue Price of [100] [•] [per cent] [[•] per cent during the subscription period from [•] to [•] (in each case including). The selling price of the Notes is free to trade after the expiry of the subscription period.] [•] [plus accrued interest [•]]. [The Issue Price is free to trade.]</p> <p>Issue Date / Delivery Instruction:</p> <p>[•];</p> <p>[Delivery against payment.]</p> <p>[Free-of-payment delivery.]</p> <p>[Commissions:</p> <p>[Management / Underwriting Commission: [•] per cent of the Aggregate Principal Amount.]</p> <p>[Selling Concession: [•] per cent of the Aggregate Principal Amount.]]</p> <p>[German] Fiscal Agent / Paying Agent[s]:</p> <p>[DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main Platz der Republik 60325 Frankfurt am Main Federal Republic of Germany]</p> <p>[Deutsche Bank Aktiengesellschaft Taunusanlage 12 60325 Frankfurt am Main Federal Republic of Germany]</p> <p>[DZ PRIVATBANK S.A. 4, rue Thomas Edison L-1445 Strassen Grand Duchy of Luxembourg]</p> <p>[•]</p> <p><i>[insert further terms and conditions of the offer, if any]]</i></p>
E.4	Interests of Natural and Legal Persons involved in the Issue/Offer (including	[Not applicable. There are no interests of natural and legal persons involved in the issue/offer (including conflicting interests).]

	conflicting interests)	<p>[Certain of the Dealers appointed under the Programme and their affiliates have engaged, and may in future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer in the ordinary course of business.]</p>
E.7	Estimated expenses charged to the investor by the Issuer or the Offeror	<p>[Not applicable. The estimated total expenses of the issue of the Notes (including the expenses related to admission to trading on the [regulated market of the Luxembourg Stock Exchange] [and] [regulated market of the Frankfurt Stock Exchange] [and] [regulated market of the Düsseldorf Stock Exchange] [•]) [amounting to [•]] shall be borne by the [Issuer] [and the] [Dealer[s]].]</p> <p>[The estimated total expenses of the issue of the Notes (including the expenses related to admission to trading on the [regulated market of the Luxembourg Stock Exchange] [and] [regulated market of the Frankfurt Stock Exchange] [and] [regulated market of the Düsseldorf Stock Exchange] [•]) [amounting to [•]] shall be borne by the investor.]</p> <p>[Not applicable. There are no estimated expenses charged to the investor by the Issuer or the Offeror.]</p> <p>If a prospective investor acquires the Notes from a third party, then the purchase price payable by the potential investor may contain third-party proceeds the amount of which is specified by the third party.</p>

GERMAN TRANSLATION OF THE SUMMARY (DEUTSCHE ÜBERSETZUNG DER ZUSAMMENFASSUNG)

- Zusammenfassungen bestehen aus Offenlegungspflichten, so genannte "Punkte". Diese Punkte sind in die Abschnitte A – E (A.1 – E.7) unterteilt.
- Diese Zusammenfassung enthält alle Punkte, die in eine Zusammenfassung für diese Art von Schuldverschreibungen und die Emittentin aufzunehmen sind. Da einige Punkte nicht zu berücksichtigen sind, kann die Nummerierung Lücken aufweisen.
- Auch wenn ein Punkt wegen der Art der Schuldverschreibungen und der Emittentin in diese Zusammenfassung aufgenommen werden muss, ist es möglich, dass bezüglich dieses Punktes keine entsprechenden Angaben gemacht werden können. In diesem Fall ist in dieser Zusammenfassung eine kurze Beschreibung des Punktes mit dem Hinweis "Entfällt" enthalten.

Abschnitt A – Einleitung und Warnhinweis

Punkt	
A.1	<p><u>Warnhinweis, dass:</u></p> <ul style="list-style-type: none"> ▪ diese Zusammenfassung als Einleitung zu dem Debt Issuance Programme Prospekt vom 31. Mai 2019 (der "Prospekt") verstanden und gelesen werden sollte; ▪ sich ein Anleger bei jeder Entscheidung in die Tranche von Schuldverschreibungen zu investieren, auf den Prospekt als Ganzes stützen sollte; ▪ ein Anleger der wegen der in dem Prospekt enthaltenen Angaben Klage einreichen will, nach den nationalen Rechtsvorschriften seines EU Mitgliedstaats möglicherweise für die Kosten der Übersetzung des Prospekts aufkommen muss, bevor das Verfahren eingeleitet werden kann, und ▪ zivilrechtlich nur die Emittentin haftet, die diese Zusammenfassung samt etwaiger Übersetzungen vorgelegt und übermittelt hat, und dies auch nur für den Fall, dass diese Zusammenfassung verglichen mit den anderen Teilen des Prospekts irreführend, unrichtig oder inkohärent ist, oder verglichen mit den anderen Teilen des Prospekts wesentliche Angaben, die in Bezug auf Anlagen in die Tranche von Schuldverschreibungen für die Anleger eine Entscheidungshilfe darstellen, vermissen lassen.
A.2	<p><u>Zustimmung zur Verwendung des Prospekts</u></p> <ul style="list-style-type: none"> ▪ Die Emittentin hat ihre Zustimmung gemäß Artikel 3 (2) der Prospekttrichtlinie für die Verwendung des Prospekts und der Endgültigen Bedingungen im Rahmen von [öffentlichen] Angeboten, späteren Weiterverkäufen und endgültigen Platzierungen der unter dem DZ BANK AG Debt Issuance Programme ("Programm") emittierten Schuldverschreibungen durch jeden Platzeur und/oder durch jeden etwaigen weiteren Finanzintermediär erteilt. ▪ Jeder Platzeur und/oder jeder etwaige weitere Finanzintermediär, die die unter dem Programm emittierten Schuldverschreibungen [öffentlich] anbieten, später weiterverkaufen oder endgültig platzieren, sind berechtigt, den Prospekt zu verwenden und sich darauf zu berufen, solange der Prospekt gemäß Artikel 11 (2) des Gesetzes vom 10. Juli 2005 über Wertpapierprospekte (<i>Loi du 10 juillet 2005 relative aux prospectus pour valeurs mobilières</i>), in der jeweils geltenden Fassung, gültig ist. ▪ Jeder Platzeur und/oder jeder etwaige weitere Finanzintermediär dürfen den Prospekt und die Endgültigen Bedingungen, wenn letztere der entsprechenden zuständigen Behörde übermittelt worden sind, nur für [öffentliche] Angebote, spätere Weiterverkäufe und endgültige Platzierungen von unter dem Programm emittierten Schuldverschreibungen [im Großherzogtum Luxemburg][,] [und] [in der Bundesrepublik Deutschland][,] [und] [in der Republik Österreich][,] [und] [im Königreich der Niederlande] [und] [in Irland] [•] verwenden. Jeder Platzeur und/oder jeder etwaige weitere Finanzintermediär sind verpflichtet, sich selbst über die zuvorgenannte Übermittlung der Endgültigen Bedingungen und im Falle eines öffentlichen Angebots mit einer begrenzten Angebotsfrist über die Dauer der Nutzungsmöglichkeit der Endgültigen Bedingungen zu informieren. ▪ Bei der Nutzung des Prospekts und der Endgültigen Bedingungen haben jeder Platzeur und/oder jeder etwaige weitere Finanzintermediär sicherzustellen, dass sie alle anwendbaren, in der jeweiligen Jurisdiktion geltenden Gesetze und Rechtsvorschriften beachten[, einschließlich des Zielmarkts und der Vertriebswege, wie in der "<i>MiFID II Product Governance</i>" Beschreibung auf dem Deckblatt der Endgültigen Bedingungen festgelegt]. Die Verteilung und Veröffentlichung des Prospekts, etwaiger Nachträge zu dem Prospekt und der Endgültigen Bedingungen sowie [öffentliche] Angebote, spätere Weiterverkäufe oder endgültige Platzierungen von Schuldverschreibungen sind in bestimmten Ländern gesetzlich beschränkt. Jeder Platzeur, jeder etwaige weitere Finanzintermediär und/oder jede Person, in deren Besitz der Prospekt, etwaige Nachträge zu dem Prospekt und die Endgültigen

		<p>Bedingungen gelangen, sind verpflichtet, sich selbst über derartige Beschränkungen zu informieren und sie einzuhalten. Die Emittentin behält sich das Recht vor, die Zustimmung zur Verwendung des Prospekts zurückzuziehen.</p> <ul style="list-style-type: none"> ▪ Für den Fall, dass ein Platzeur und/oder weiterer Finanzintermediär ein [öffentliches] Angebot unterbreiten, informieren dieser Platzeur und/oder dieser weitere Finanzintermediär, wie gesetzlich vorgeschrieben, die Anleger zum Zeitpunkt der Angebotsunterbreitung über die Angebotsbedingungen.
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Abschnitt B – Emittentin

Punkt		
B.1	<p>Gesetzliche Bezeichnung</p> <p>Kommerzielle Bezeichnung</p>	<p>DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main ("DZ BANK" oder "Emittentin").</p> <p>DZ BANK AG.</p>
B.2	<p>Sitz / Rechtsform / Rechtsordnung / Ort der Registrierung / Rechtsträgerkennung (LEI - Legal Entity Identifier)</p>	<p>Sitz: Platz der Republik, 60325 Frankfurt am Main, Bundesrepublik Deutschland.</p> <p>Rechtsform, Rechtsordnung: Die DZ BANK ist eine nach deutschem Recht gegründete Aktiengesellschaft.</p> <p>Ort der Registrierung: Bundesrepublik Deutschland.</p> <p>Rechtsträgerkennung (LEI - Legal Entity Identifier): 529900HNOAA1KXQJUQ27.</p>
B.4b	<p>Trends, die sich auf die Emittentin und die Branchen, in denen sie tätig ist, auswirken</p>	<p>Entfällt. Es gibt keine bekannten Trends, die sich auf die DZ BANK und die Branchen, in denen die DZ BANK tätig ist, auswirken.</p>
B.5	<p>Beschreibung der Gruppe und der Stellung der Emittentin innerhalb dieser Gruppe</p>	<p>In den Konzernabschluss zum 31. Dezember 2018 wurden neben der DZ BANK als Mutterunternehmen 25 (31. Dezember 2017: 27) Tochterunternehmen und 6 (31. Dezember 2017: 6) Teilkonzerne mit insgesamt 359 (31. Dezember 2017: 401) Tochterunternehmen einbezogen.</p>
B.9	<p>Gewinnprognose oder -schätzung</p>	<p>Entfällt. Gewinnprognosen oder -schätzungen werden von der Emittentin nicht erstellt.</p>
B.10	<p>Art etwaiger Einschränkungen im Bestätigungsvermerk zu den historischen Finanzinformationen</p>	<p>Entfällt. Die Bestätigungsvermerke des unabhängigen Abschlussprüfers zu den Jahresabschlüssen und den Lageberichten der DZ BANK AG sowie zu den Konzernabschlüssen und den Konzernlageberichten für die zum 31. Dezember 2018 und 31. Dezember 2017 endenden Geschäftsjahre enthalten keine Einschränkungen.</p>

B.12

Ausgewählte wesentliche historische Finanzinformationen

Die folgenden Finanzzahlen wurden jeweils dem geprüften und nach den Vorschriften des Handelsgesetzbuchs (HGB) sowie der Verordnung über die Rechnungslegung der Kreditinstitute und Finanzdienstleistungsinstitute (RechKredV) aufgestellten Jahresabschluss der DZ BANK AG für die zum 31. Dezember 2018 beziehungsweise zum 31. Dezember 2017 endenden Geschäftsjahre entnommen.

DZ BANK AG
(in Mio. EUR) (HGB)

	2018	2017
Betriebsergebnis vor Risikovorsorge ¹	270	584
Risikovorsorge ²	229	14
Betriebsergebnis ³	499	598
Jahresüberschuss	322	570

¹ Das Betriebsergebnis vor Risikovorsorge errechnet sich aus der Summe des Saldos aus den Zinserträgen und Zinsaufwendungen, der Laufenden Erträge, der Erträge aus Gewinngemeinschaften, Gewinnabführungs- oder Teilgewinnabführungsverträgen, des Saldos aus Provisionserträge und Provisionsaufwendungen, des Nettoertrags des Handelsbestands, abzüglich der Allgemeinen Verwaltungsaufwendungen, abzüglich der Abschreibungen und Wertberichtigungen auf immaterielle Anlagewerte und Sachanlagen und zuzüglich des Saldos aus Sonstige betriebliche Erträge und Sonstige betriebliche Aufwendungen.

² Die Risikovorsorge bezeichnet die Erträge aus Zuschreibungen zu Forderungen und bestimmten Wertpapieren sowie aus der Auflösung von Rückstellungen im Kreditgeschäft.

³ Das Betriebsergebnis ist die Summe aus dem Betriebsergebnis vor Risikovorsorge und der Risikovorsorge.

DZ BANK AG
(in Mio. EUR)

Aktiva (HGB)	31. Dez. 2018	31. Dez. 2017	Passiva (HGB)	31. Dez. 2018	31. Dez. 2017
Forderungen an Kreditinstitute	145.050	136.149	Verbindlichkeiten gegenüber Kreditinstituten	132.562	127.591
Forderungen an Kunden	34.748	33.007	Verbindlichkeiten gegenüber Kunden	35.553	31.489
Wertpapiere ¹	28.051	35.134	Verbriefte Verbindlichkeiten	34.248	36.531
Handelsbestand	32.434	29.813	Handelsbestand	34.426	33.164
Übrige Aktiva ²	18.265	17.895	Übrige Passiva ³	7.767	8.771
			Bilanzielles Eigenkapital ⁴	13.992	14.452
Summe der Aktiva	258.548	251.998	Summe der Passiva	258.548	251.998

¹ Die Wertpapiere sind die Summe aus Schuldverschreibungen und andere festverzinsliche Wertpapiere und Aktien und andere nicht festverzinsliche Wertpapiere.

² Die Übrigen Aktiva setzen sich zusammen aus Barreserve, Schuldtitel öffentlicher Stellen und Wechsel, die zur Refinanzierung bei Zentralnotenbanken zugelassen sind, Beteiligungen, Anteile an verbundenen Unternehmen, Treuhandvermögen, Immaterielle Anlagewerte, Sachanlagen, Sonstige Vermögensgegenstände, Rechnungsabgrenzungsposten, Aktive latente Steuern und Aktiver Unterschiedsbetrag aus der Vermögensverrechnung.

³ Die Übrigen Passiva setzen sich zusammen aus Treuhandverbindlichkeiten, Sonstige Verbindlichkeiten, Rechnungsabgrenzungsposten, Rückstellungen, Nachrangige Verbindlichkeiten, Genussrechtskapital und Bilanzgewinn.

⁴ Das Bilanzielle Eigenkapital setzt sich zusammen aus dem Eigenkapital gemäß Bilanz abzüglich Bilanzgewinn zuzüglich Fonds für allgemeine Bankrisiken.

Die folgenden Finanzzahlen wurden jeweils aus dem geprüften und gemäß der Verordnung (EG) Nr. 1606/2002 des Europäischen Parlaments und des Rats vom 19. Juli 2002 nach den Bestimmungen der International Financial Reporting Standards (IFRS), wie sie in der Europäischen Union anzuwenden sind, und den zusätzlichen Anforderungen gemäß § 315e Abs. 1 HGB aufgestellten Konzernabschluss der DZ BANK für die zum 31. Dezember 2018 beziehungsweise zum 31. Dezember 2017 endenden Geschäftsjahre entnommen.

DZ BANK Konzern (in Mio. EUR) (IFRS)	2018	2017
Operative Erträge ¹	5.450	6.555
Risikovorsorge	-21	-786
Konzernergebnis vor Steuern	1.370	1.810
Konzernergebnis	918	1.098

¹ Die Operativen Erträge setzen sich zusammen aus Zinsüberschuss, Provisionsüberschuss, Handelsergebnis, Ergebnis aus Finanzanlagen, Sonstiges Bewertungsergebnis aus Finanzinstrumenten, Ergebnis aus dem Versicherungsgeschäft (das Ergebnis aus dem Versicherungsgeschäft setzt sich zusammen aus Verdiente Beiträge aus dem Versicherungsgeschäft, Ergebnis aus Kapitalanlagen und sonstiges Ergebnis der Versicherungsunternehmen, Versicherungsleistungen und Aufwendungen für den Versicherungsbetrieb), Sonstiges betriebliches Ergebnis.

DZ BANK Konzern (in Mio. EUR)					
Aktiva (IFRS)	31. Dez. 2018	31. Dez. 2017	Passiva (IFRS)	31. Dez. 2018	31. Dez. 2017
Forderungen an Kreditinstitute ¹	91.627	89.414	Verbindlichkeiten gegenüber Kreditinstituten	142.486	136.122
Forderungen an Kunden	174.438	174.376	Verbindlichkeiten gegenüber Kunden	132.548	126.319
Handelsaktiva	37.942	38.709	Verbriefte Verbindlichkeiten	63.909	67.327
Finanzanlagen	48.262	57.486	Handelspassiva	44.979	44.280
Kapitalanlagen der Versicherungsunternehmen	100.840	96.416	Versicherungstechnische Rückstellungen	93.252	89.324
Übrige Aktiva ^{1 2}	65.624	49.193	Übrige Passiva ³	18.047	18.717
			Eigenkapital	23.512	23.505
Summe der Aktiva	518.733	505.594	Summe der Passiva	518.733	505.594

¹ Vorjahreswert angepasst.

² Die Übrigen Aktiva setzen sich zusammen aus Barreserve, Risikovorsorge, Positive Marktwerte aus Sicherungsinstrumenten, Sachanlagen und Investment Property, Ertragsteueransprüche, Sonstige Aktiva, Zur Veräußerung gehaltene Vermögenswerte und Wertbeiträge aus Portfolio-Absicherungen von finanziellen Vermögenswerten.

³ Die Übrigen Passiva setzen sich zusammen aus Negative Marktwerte aus Sicherungsinstrumenten, Rückstellungen, Ertragsteuerverpflichtungen, Sonstige Passiva, Nachrangkapital, Zur Veräußerung gehaltene Schulden und Wertbeiträge aus Portfolio-Absicherungen von finanziellen Verbindlichkeiten.

Erklärung bezüglich "Keine wesentlichen negativen Veränderungen"

Es gibt keine wesentlichen negativen Veränderungen in den Aussichten der DZ BANK seit dem 31. Dezember 2018 (Datum des zuletzt veröffentlichten und testierten Jahresabschlusses).

Erklärung bezüglich "Wesentliche Veränderungen in der Finanzlage der Gruppe"

Entfällt. Es gibt keine wesentlichen Veränderungen in der Finanzlage der DZ BANK Gruppe seit dem 31. Dezember 2018 (Datum des zuletzt veröffentlichten und testierten Jahres-Konzernabschlusses).

B.13	Jüngste Ereignisse	Entfällt. Es gibt keine Ereignisse aus der jüngsten Zeit der Geschäftstätigkeit der Emittentin, die für die Bewertung ihrer Zahlungsfähigkeit in hohem Maße relevant sind.
B.14	Abhängigkeit von anderen Unternehmen innerhalb der Gruppe	<p><i>Bitte lesen Sie <u>Punkt B.5</u> zusammen mit den nachfolgenden Informationen.</i></p> <p>Entfällt. Die Emittentin ist nicht von anderen Unternehmen der Gruppe abhängig.</p>
B.15	Haupttätigkeitsbereiche	<p>Die DZ BANK fungiert als Zentralbank, Geschäftsbank und oberste Holdinggesellschaft der DZ BANK Gruppe. Die DZ BANK Gruppe ist Teil der Genossenschaftlichen FinanzGruppe Volksbanken Raiffeisenbanken, die rund 850 Genossenschaftsbanken umfasst und, gemessen an der Bilanzsumme, eine der größten Finanzdienstleistungsorganisationen Deutschlands ist.</p> <p>Die DZ BANK richtet sich als Zentralbank strikt auf die Interessen ihrer Eigentümer und gleichzeitig wichtigsten Kunden – die Genossenschaftsbanken – aus. Ziel der DZ BANK ist es, durch ein bedarfsgerechtes Produktportfolio und eine kundenorientierte Marktbearbeitung eine nachhaltige Stärkung der Wettbewerbsfähigkeit der Genossenschaftsbanken mit Hilfe ihrer Marken und - nach Ansicht der Emittentin - führenden Marktpositionen sicherzustellen. Darüber hinaus erfüllt die DZ BANK die Zentralbankfunktion für die rund 850 Genossenschaftsbanken in Deutschland und verantwortet das Liquiditätsmanagement innerhalb der Genossenschaftlichen FinanzGruppe Volksbanken Raiffeisenbanken.</p> <p>Die DZ BANK betreut als Geschäftsbank Unternehmen und Institutionen, die einen überregionalen Bankpartner benötigen. Sie bietet das komplette Leistungsspektrum eines international ausgerichteten, insbesondere europäisch agierenden, Finanzinstitutes an. Darüber hinaus ermöglicht die DZ BANK ihren Partnerbanken und deren Kunden den Zugang zu den internationalen Finanzmärkten.</p> <p>Am Billigungsdatum dieses Prospekts ist die DZ BANK neben ihrem Hauptsitz in Frankfurt am Main in Deutschland an den folgenden Standorten vertreten: Berlin, Dresden, Düsseldorf, Hamburg, Hannover, Karlsruhe, Koblenz, Leipzig, München, Nürnberg, Münster, Oldenburg und Stuttgart.</p> <p>In das gruppenweite Chancen- und Risikomanagement sind alle Unternehmen der DZ BANK Gruppe integriert. Die DZ BANK und die wesentlichen Tochterunternehmen - auch als Steuerungseinheiten bezeichnet - bilden den Kern der Allfinanzgruppe. Die Steuerungseinheiten bilden jeweils eigene Segmente und sind den für die Risikosteuerung verwendeten Sektoren wie folgt zugeordnet:</p> <p>Sektor Bank</p> <ul style="list-style-type: none"> - DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main - Bausparkasse Schwäbisch Hall Aktiengesellschaft,

		<p>Schwäbisch Hall (Bausparkasse Schwäbisch Hall; Teilkonzernbezeichnung: "BSH")</p> <ul style="list-style-type: none"> - DVB Bank SE, Frankfurt am Main (DVB Bank; Teilkonzernbezeichnung: "DVB") - DZ HYP AG, Hamburg und Münster, Teilkonzernbezeichnung: "DZ HYP" - DZ PRIVATBANK S.A., Strassen, Luxemburg ("DZ PRIVATBANK") - TeamBank AG Nürnberg, Nürnberg ("TeamBank") - Union Asset Management Holding AG, Frankfurt am Main (Union Asset Management Holding; Teilkonzernbezeichnung: "UMH") - VR-LEASING Aktiengesellschaft, Eschborn (VR-LEASING AG; Teilkonzernbezeichnung: "VR LEASING") <p>Sektor Versicherung</p> <ul style="list-style-type: none"> - R+V Versicherung AG, Wiesbaden ("R+V") <p>Die Steuerungseinheiten repräsentieren die Geschäftssegmente der DZ BANK Gruppe. Sie werden hinsichtlich ihres Beitrags zum Gesamtrisiko der DZ BANK Gruppe als wesentlich betrachtet und daher unmittelbar in das Risikomanagement einbezogen. Die weiteren Tochter- und Beteiligungsunternehmen werden mittelbar über das Beteiligungsrisiko erfasst. Die Steuerungseinheiten stellen sicher, dass ihre eigenen Tochter- und Beteiligungsunternehmen ebenfalls – mittelbar über die direkt erfassten Unternehmen – in das Risikomanagement der DZ BANK Gruppe einbezogen werden und die gruppenweit geltenden Mindeststandards erfüllen.</p>
B.16	Beherrschungsverhältnisse	<p>Am Billigungsdatum des Prospekts sind die Hauptanteilseigner am gezeichneten Kapital der DZ BANK in Höhe von EUR 4.926.198.081,75 genossenschaftliche Unternehmen.</p> <p>Am Billigungsdatum des Prospekts stellt sich der Aktionärskreis wie folgt dar:</p> <ul style="list-style-type: none"> • Genossenschaftsbanken (direkt und indirekt) 94,52% • Sonstige genossenschaftliche Unternehmen 4,88% • Sonstige 0,60% <p>Keine Person übt eine Beherrschung der DZ BANK oder die Kontrolle über sie aus. Im Übrigen sind der DZ BANK auch keine Vereinbarungen bekannt, deren Durchführung zu einem späteren Zeitpunkt zu einer Veränderung bei der Kontrolle der DZ BANK führen könnte.</p>

B.17	Ratings, die für die Emittentin und die Schuldverschreibungen erstellt wurden	<p>Die DZ BANK wird von S&P Global Ratings Europe Limited ("S&P")⁶, Moody's Deutschland GmbH ("Moody's")⁷ und Fitch Deutschland GmbH ("Fitch")⁸ geratet.</p> <p>Am Billigungsdatum des Prospekts lauten die Ratings⁹ für die DZ BANK wie folgt:</p> <p>S&P: Emittentenrating: AA-* kurzfristiges Rating: A-1+*</p> <p>Moody's: Emittentenrating: Aa1 kurzfristiges Rating: P-1</p> <p>Fitch: Emittentenrating: AA-* kurzfristiges Rating: F1+*</p> <p>* gemeinsames Rating der Genossenschaftlichen FinanzGruppe</p> <p>[Die Schuldverschreibungen verfügen über ein Rating⁹ von [[AA-] [A+] [A] [A-1+] [•] von S&P] [,] [und] [[Aa1] [A1] [A3] [P-1] [•] von Moody's] [und] [[AA-] [A+] [F1+] [•] von Fitch].]</p> <p>[Entfällt. Die Schuldverschreibungen verfügen über kein Rating.]</p>
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Abschnitt C – Schuldverschreibungen

Punkt		
C.1	Art und Gattung der Schuldverschreibungen / International Securities Identification Number [/] [Common Code] [/] [Deutsche Wertpapier-Kenn-Nummer] [/] [sonstige Wertpapier-Kenn-Nummer einfügen]	<p>Die Schuldverschreibungen werden auf [festverzinslicher] [und] [variabel verzinslicher] [diskontierter] [aufgezinsten] Verzinsungsbasis begeben.</p> <p>ISIN (International Securities Identification Number): [DE00•] [XS•] [•][.][:]</p> <p>[Common Code: [•][.][:]]</p> <p>[Deutsche Wertpapier-Kenn-Nummer: [•][.][:]]</p>

⁶ S&P hat seinen Sitz in der Europäischen Gemeinschaft und ist seit dem 31. Oktober 2011 gemäß der Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen in der jeweils gültigen Fassung (die "**Ratingagenturen-Verordnung**") registriert. S&P ist in der "List of registered and certified CRA's" aufgeführt, die von der European Securities and Markets Authority auf ihrer Internetseite (www.esma.europa.eu) gemäß der Ratingagenturen-Verordnung veröffentlicht wird.

⁷ Moody's hat seinen Sitz in der Europäischen Gemeinschaft und ist seit dem 31. Oktober 2011 gemäß der Ratingagenturen-Verordnung registriert. Moody's ist in der "List of registered and certified CRA's" aufgeführt, die von der European Securities and Markets Authority auf ihrer Internetseite (www.esma.europa.eu) gemäß der Ratingagenturen-Verordnung veröffentlicht wird.

⁸ Fitch hat seinen Sitz in der Europäischen Gemeinschaft und ist seit dem 31. Oktober 2011 gemäß der Ratingagenturen-Verordnung registriert. Fitch ist in der "List of registered and certified CRA's" aufgeführt, die von der European Securities and Markets Authority auf ihrer Internetseite (www.esma.europa.eu) gemäß der Ratingagenturen-Verordnung veröffentlicht wird.

⁹ Ein Rating stellt keine Empfehlung dar, unter diesem Programm begebene Schuldverschreibungen zu kaufen, zu verkaufen oder zu halten, und kann von der erteilenden Ratingagentur jederzeit suspendiert, herabgesetzt oder zurückgezogen werden. Eine Suspendierung, Herabsetzung oder Rücknahme des Ratings in Bezug auf die Emittentin [und die Schuldverschreibungen] kann den Marktpreis der unter diesem Programm begebenen Schuldverschreibungen nachteilig beeinflussen.

		[·][.] [<i>Sonstige Wertpapier-Kenn-Nummer einfügen</i>]
C.2	Währung der Schuldverschreibungen	Die Schuldverschreibungen werden in [Euro ("EUR")] [US-Dollar ("USD")] [·] begeben.
C.5	Beschränkungen der freien Übertragbarkeit der Schuldverschreibungen	Entfällt. Die Schuldverschreibungen sind frei übertragbar.
C.8	Rechte aus den Schuldverschreibungen (einschließlich Beschränkungen dieser Rechte) / Status der Schuldverschreibungen	<p>Zahlungsanspruch</p> <p>Die Inhaber von [bevorrechtigten nicht nachrangigen Schuldverschreibungen] [bevorrechtigten nicht nachrangigen Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten)] [nicht bevorrechtigten nicht nachrangigen Schuldverschreibungen] [nachrangigen Schuldverschreibungen] ("Gläubiger") haben einen [Zinsanspruch und] Rückzahlungsanspruch gegenüber der DZ BANK. [Die Aufrechnung von Forderungen aus den [bevorrechtigten nicht nachrangigen Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten)] [nicht bevorrechtigten nicht nachrangigen Schuldverschreibungen] [nachrangigen Schuldverschreibungen] gegen Forderungen der DZ BANK ist ausgeschlossen.]</p> <p>Vorzeitige Rückzahlung</p> <p>[<i>Bevorrechtigte nicht nachrangige Schuldverschreibungen</i>]</p> <p>[Die Schuldverschreibungen können nach Wahl der Emittentin (<i>Call Option</i>) unter Einhaltung einer Kündigungsfrist durch Bekanntmachung an die Gläubiger zu [dem angegebenen Termin] [den angegebenen Terminen] vor Ende ihrer festgelegten Laufzeit gekündigt werden. [Neben der ordentlichen Kündigung durch die Emittentin können die Schuldverschreibungen auch aus steuerlichen Gründen gekündigt werden.] [[Darüber hinaus können die Schuldverschreibungen] [Die Schuldverschreibungen können] von der Emittentin auch gekündigt werden, wenn der Referenzzinssatz entfällt und kein geeigneter Ersatz-Referenzzinssatz zur Verfügung steht.]]</p> <p>[Die Schuldverschreibungen können von der Emittentin nicht vor Ende ihrer festgelegten Laufzeit gekündigt werden [(ausgenommen [aus steuerlichen Gründen] [oder] [wenn der Referenzzinssatz entfällt und kein geeigneter Ersatz-Referenzzinssatz zur Verfügung steht])].]</p> <p>[Die Schuldverschreibungen können nach Wahl eines Gläubigers (<i>Put Option</i>) unter Einhaltung einer Kündigungsfrist durch Erklärung gegenüber der Emissionsstelle zu [dem angegebenen Termin] [den angegebenen Terminen] vor Ende ihrer festgelegten Laufzeit gekündigt werden. Neben der ordentlichen Kündigung durch einen Gläubiger können die Schuldverschreibungen auch aus wichtigem Grund bei</p>

		<p>Eintritt eines Kündigungsereignisses gekündigt werden.]</p> <p>[Die Schuldverschreibungen können von den Gläubigern nicht vor Ende ihrer festgelegten Laufzeit gekündigt werden (ausgenommen aus wichtigem Grund bei Eintritt eines Kündigungsereignisses.)]</p> <p><i>[Bevorrechtigte nicht nachrangige Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten)</i></p> <p>[Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich) können die Schuldverschreibungen nach Wahl der Emittentin (<i>Call Option</i>) unter Einhaltung einer Kündigungsfrist durch Bekanntmachung an die Gläubiger zu dem angegebenen Termin vor Ende ihrer festgelegten Laufzeit gekündigt werden. Neben der ordentlichen Kündigung durch die Emittentin und vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich) können die Schuldverschreibungen auch aus regulatorischen Gründen gekündigt werden. [Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich) können die Schuldverschreibungen darüber hinaus von der Emittentin auch gekündigt werden, wenn der Referenzzinssatz entfällt und kein geeigneter Ersatz-Referenzzinssatz zur Verfügung steht.]]</p> <p>[Die Schuldverschreibungen können von der Emittentin nicht vor Ende ihrer festgelegten Laufzeit gekündigt werden (ausgenommen aus regulatorischen Gründen nach vorheriger Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich) [oder vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich), wenn der Referenzzinssatz entfällt und kein geeigneter Ersatz-Referenzzinssatz zur Verfügung steht]).]</p> <p>Die Schuldverschreibungen können von den Gläubigern nicht vor Ende ihrer festgelegten Laufzeit gekündigt werden.]</p> <p><i>[Nicht bevorrechtigte nicht nachrangige Schuldverschreibungen</i></p> <p>[Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich) können die Schuldverschreibungen nach Wahl der Emittentin (<i>Call Option</i>) unter Einhaltung einer Kündigungsfrist durch Bekanntmachung an die Gläubiger zu dem angegebenen Termin vor Ende ihrer festgelegten Laufzeit gekündigt werden. Neben der ordentlichen Kündigung durch die Emittentin und vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich) können die Schuldverschreibungen auch aus regulatorischen Gründen gekündigt werden. [Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich) können die Schuldverschreibungen darüber hinaus von der Emittentin auch gekündigt werden, wenn der Referenzzinssatz entfällt und kein geeigneter Ersatz-Referenzzinssatz zur Verfügung steht.]]</p> <p>[Die Schuldverschreibungen können von der Emittentin nicht vor Ende ihrer festgelegten Laufzeit gekündigt</p>
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		<p>werden (ausgenommen aus regulatorischen Gründen nach vorheriger Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich) [oder vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich), wenn der Referenzzinssatz entfällt und kein geeigneter Ersatz-Referenzzinssatz zur Verfügung steht]).]</p> <p>Die Schuldverschreibungen können von den Gläubigern nicht vor Ende ihrer festgelegten Laufzeit gekündigt werden.]</p> <p>[Nachrangige Schuldverschreibungen</p> <p>[Vorbehaltlich der vorherigen Zustimmung der zuständigen Aufsichtsbehörde können die Schuldverschreibungen nach Wahl der Emittentin (<i>Call Option</i>) unter Einhaltung einer Kündigungsfrist durch Bekanntmachung an die Gläubiger zu [dem angegebenen Termin] [den angegebenen Terminen] vor Ende ihrer festgelegten Laufzeit gekündigt werden. Neben der ordentlichen Kündigung durch die Emittentin und vorbehaltlich der vorherigen Zustimmung der zuständigen Aufsichtsbehörde können die Schuldverschreibungen auch bei Eintritt eines aufsichtsrechtlichen Ereignisses gekündigt werden.]</p> <p>[Die Schuldverschreibungen können von der Emittentin nicht vor Ende ihrer festgelegten Laufzeit gekündigt werden (ausgenommen bei Eintritt eines aufsichtsrechtlichen Ereignisses nach vorheriger Zustimmung der zuständigen Aufsichtsbehörde).]</p> <p>Die Schuldverschreibungen können von den Gläubigern nicht vor Ende ihrer festgelegten Laufzeit gekündigt werden.]</p> <p>[Rückzahlungsmodalitäten</p> <p>Vorzeitiger Rückzahlungsbetrag:</p> <p>[Nennbetrag] [•]:[.].]</p> <p>Wahrrückzahlungstag[e] [(Call)] [und] [(Put)]:</p> <p>[•];</p> <p>Mindestkündigungsfrist:</p> <p>[•].]</p> <p>Status</p> <p>[Status der bevorrechtigten nicht nachrangigen Schuldverschreibungen:</p> <p>Die Schuldverschreibungen begründen nicht besicherte und bevorrechtigte nicht nachrangige Verbindlichkeiten der Emittentin, die</p> <p>(a) untereinander und mit allen anderen nicht besicherten und bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin <i>gleichrangig</i> sind;</p> <p>(b) <i>vorrangig</i> sind gegenüber (i) nicht besicherten und nicht bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin, (ii) nachrangigen Verbindlichkeiten der Emittentin, bei denen es sich nicht um zusätzliches Kernkapital oder Ergänzungskapital handelt, (iii) Kapitalinstrumenten des Ergänzungskapitals, (iv) Kapitalinstrumenten des zusätzlichen Kernkapitals</p>
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		<p>und (v) Kapitalinstrumenten des harten Kernkapitals;</p> <p>(c) <i>nachrangig</i> sind gegenüber Verbindlichkeiten der Emittentin, die nach geltenden Rechtsvorschriften vorrangig sind.]</p> <p>[Status der bevorrechtigten nicht nachrangigen Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten): Die Schuldverschreibungen begründen nicht besicherte und bevorrechtigte nicht nachrangige Verbindlichkeiten der Emittentin, die</p> <p>(a) untereinander und mit allen anderen nicht besicherten und bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin <i>gleichrangig</i> sind;</p> <p>(b) <i>vorrangig</i> sind gegenüber (i) nicht besicherten und nicht bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin, (ii) nachrangigen Verbindlichkeiten der Emittentin, bei denen es sich nicht um zusätzliches Kernkapital oder Ergänzungskapital handelt, (iii) Kapitalinstrumenten des Ergänzungskapitals, (iv) Kapitalinstrumenten des zusätzlichen Kernkapitals und (v) Kapitalinstrumenten des harten Kernkapitals;</p> <p>(c) <i>nachrangig</i> sind gegenüber Verbindlichkeiten der Emittentin, die nach geltenden Rechtsvorschriften vorrangig sind.]</p> <p>[Status der nicht bevorrechtigten nicht nachrangigen Schuldverschreibungen: Die Schuldverschreibungen begründen nicht besicherte und nicht bevorrechtigte nicht nachrangige Verbindlichkeiten der Emittentin, die</p> <p>(a) untereinander und mit allen anderen nicht besicherten und nicht bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin <i>gleichrangig</i> sind;</p> <p>(b) <i>vorrangig</i> sind gegenüber (i) nachrangigen Verbindlichkeiten der Emittentin, bei denen es sich nicht um zusätzliches Kernkapital oder Ergänzungskapital handelt, (ii) Kapitalinstrumenten des Ergänzungskapitals, (iii) Kapitalinstrumenten des zusätzlichen Kernkapitals und (iv) Kapitalinstrumenten des harten Kernkapitals;</p> <p>(c) <i>nachrangig</i> sind gegenüber Verbindlichkeiten der Emittentin, die nach geltenden Rechtsvorschriften vorrangig sind, einschließlich der nicht besicherten und bevorrechtigten nicht nachrangigen Schuldtitel der Emittentin.]</p> <p>[Status der nachrangigen Schuldverschreibungen: Die Schuldverschreibungen begründen nicht besicherte und nachrangige Verbindlichkeiten der Emittentin, die</p> <p>(a) untereinander und mit allen anderen nachrangigen Verbindlichkeiten der Emittentin <i>gleichrangig</i> sind;</p> <p>(b) <i>vorrangig</i> sind gegenüber (i) Kapitalinstrumenten des zusätzlichen Kernkapitals und (ii) Kapitalinstrumenten</p>
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		<p>des harten Kernkapitals;</p> <p>(c) <i>nachrangig</i> sind gegenüber Verbindlichkeiten der Emittentin, die nach geltenden Rechtsvorschriften vorrangig sind, einschließlich der nicht besicherten und nicht nachrangigen Schuldtitel der Emittentin.]</p> <p>Beschränkungen der mit den Schuldverschreibungen verbundenen Rechte: Entfällt. Es gibt keine Beschränkungen der mit den Schuldverschreibungen verbundenen Rechte.</p>
C.9	<p>Zinssatz / [Verzinsungsbeginn]/[Zinszahlungstag[e]]/[Rendite]/[Basiswert auf dem der Zinssatz basiert]/ Endfälligkeitstag einschließlich Rückzahlungsverfahren / Name des Vertreters der Gläubiger</p>	<p><i>Bitte lesen Sie <u>Punkt C.8</u> zusammen mit den nachfolgenden Informationen.</i></p> <p>[Festverzinsliche Schuldverschreibungen:</p> <p>Die Schuldverschreibungen verbriefen einen festen Zinsertrag über die gesamte Laufzeit der Schuldverschreibungen.</p> <p>Die Schuldverschreibungen werden, bezogen auf ihren Nennbetrag (d.h. die festgelegte Stückelung der Schuldverschreibungen), mit [•] % p.a. vom [•], dem "Verzinsungsbeginn", (einschließlich) bis zum Endfälligkeitstag (ausschließlich) verzinst. Die Zinsen sind [jährlich] [•] nachträglich am [•] ([jeweils] ein "Zinszahlungstag") [eines jeden Jahres] zahlbar. [Die erste Zinszahlung erfolgt am [•] [(kurzer] [(langer] erster Kupon)], der dem Endfälligkeitstag vorhergehende Zinszahlungstag ist der [•]]. Die letzte Zinszahlung erfolgt am [Endfälligkeitstag] [•] [(kurzer] [(langer] [letzter] Kupon)].]</p> <p>[Rendite:</p> <p>[•] % p.a.]]</p> <p>[Festverzinsliche Schuldverschreibungen mit Stufenzins:</p> <p>Die Schuldverschreibungen werden mit einem [steigenden] [und] [fallenden] Kupon begeben, d.h. der Zinssatz [steigt] [und] [fällt] während der Laufzeit.</p> <p>Die Schuldverschreibungen werden, bezogen auf ihren Nennbetrag (d.h. die festgelegte Stückelung der Schuldverschreibungen),</p> <ul style="list-style-type: none"> ▪ mit [•] % p.a. vom [•], dem "Verzinsungsbeginn", (einschließlich) bis zum [•] (ausschließlich) verzinst, ▪ mit [•] % p.a. vom [•] (einschließlich) bis zum [•] (ausschließlich) verzinst,¹⁰ ▪ mit [•] % p.a. vom [•] (einschließlich) bis zum

¹⁰ Weitere Zinsperioden nach Bedarf einfügen.

		<p>Endfälligkeitstag (ausschließlich) verzinst.</p> <p>Zinsen sind [jährlich] [•] nachträglich am [•] [und am •] (jeweils ein "Zinszahlungstag") [eines jeden Jahres] zahlbar. Die erste Zinszahlung erfolgt am [•] [(kurzer] [(langer] erster Kupon)], der dem Endfälligkeitstag vorhergehende Zinszahlungstag ist der [•]. Die letzte Zinszahlung erfolgt am [Endfälligkeitstag] [•] [(kurzer] [(langer] letzter Kupon)].</p> <p>[Variabel verzinsliche Schuldverschreibungen: Die Schuldverschreibungen werden mit einem Zinssatz verzinst, der auf Basis eines Referenzzinssatzes bestimmt wird. Der Referenzzinssatz ist [EURIBOR (<i>Euro Interbank Offered Rate</i>)] [LIBOR (<i>London Interbank Offered Rate</i>)] [ein CMS (<i>Constant Maturity Swap</i>) Satz] [die Differenz zwischen zwei CMS (Constant Maturity Swap) Sätzen] unter Bezugnahme auf die vereinbarte Bildschirmseite eines Kursdienstes.</p> <p>Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag (d.h. die festgelegte Stückelung der Schuldverschreibungen) ab dem [•], dem "Verzinsungsbeginn", (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und danach von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) und letztmalig bis zum Endfälligkeitstag (ausschließlich) verzinst. Zinsen auf die Schuldverschreibungen sind nachträglich an jedem Zinszahlungstag zahlbar.</p> <p>[Der auf die Schuldverschreibungen anwendbare Zinssatz für die jeweilige Zinsperiode entspricht dem [1] [3] [6] [12] -Monats-EURIBOR [•] [multipliziert mit dem Faktor [•,•] [• %]] [und] [plus der Marge von [•] % p.a.] [minus der Marge von [•] % p.a.], zahlbar [monatlich] [vierteljährlich] [halbjährlich] [jährlich] [•] nachträglich am [•] [eines jeden Jahres, erstmalig am [•]].</p> <p>[Wenn der für eine Zinsperiode ermittelte variable Zinssatz niedriger ist als der Mindestzinssatz von [•] % p.a., so ist der anwendbare variable Zinssatz für diese Zinsperiode der Mindestzinssatz von [•] % p.a.]</p> <p>[Wenn der für eine Zinsperiode ermittelte variable Zinssatz höher ist als der Höchstzinssatz von [•] % p.a., so ist der anwendbare variable Zinssatz für diese Zinsperiode der Höchstzinssatz von [•] % p.a.]</p> <p>[Der auf die Schuldverschreibungen anwendbare Zinssatz für die jeweilige Zinsperiode entspricht dem [1] [2] [3] [6] [12] -Monats-[USD] [•]-LIBOR [•] [multipliziert mit dem Faktor [•,•] [• %]] [und] [plus der Marge von [•] % p.a.] [minus der Marge von [•] % p.a.], zahlbar [monatlich] [alle zwei Monate] [vierteljährlich] [halbjährlich] [jährlich] [•] nachträglich am [•] [eines jeden Jahres, erstmalig am [•]].</p> <p>[Wenn der für eine Zinsperiode ermittelte variable Zinssatz niedriger ist als der Mindestzinssatz von [•] % p.a., so ist der anwendbare variable Zinssatz für diese Zinsperiode der Mindestzinssatz von [•] % p.a.]</p> <p>[Wenn der für eine Zinsperiode ermittelte variable Zinssatz höher ist als der Höchstzinssatz von [•] % p.a., so ist der</p>
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		<p>anwendbare variable Zinssatz für diese Zinsperiode der Höchstzinssatz von [•] % p.a.]]</p> <p>[Der auf die Schuldverschreibungen anwendbare Zinssatz für die jeweilige Zinsperiode entspricht dem [10] [•]-Jahres-Swapsatz (der mittlere Swapsatz gegen den [3] [6] [•] [-Monats-EURIBOR] [-Monats-[USD][•]-LIBOR] [•]) [multipliziert mit dem Faktor [•,•] [• %]] [und] [plus der Marge von [•] % p.a.] [minus der Marge von [•] % p.a.], zahlbar [monatlich] [vierteljährlich] [halbjährlich] [jährlich] [•] nachträglich am [•] [eines jeden Jahres, erstmalig am [•]].</p> <p>[Wenn der für eine Zinsperiode ermittelte variable Zinssatz niedriger ist als der Mindestzinssatz von [•] % p.a., so ist der anwendbare variable Zinssatz für diese Zinsperiode der Mindestzinssatz von [•] % p.a.]</p> <p>[Wenn der für eine Zinsperiode ermittelte variable Zinssatz höher ist als der Höchstzinssatz von [•] % p.a., so ist der anwendbare variable Zinssatz für diese Zinsperiode der Höchstzinssatz von [•] % p.a.]]</p> <p>[Der auf die Schuldverschreibungen anwendbare Zinssatz für die jeweilige Zinsperiode entspricht der Differenz (ausgedrückt als Prozentsatz per annum) zwischen dem [10] [•]-Jahres-Swapsatz (der mittlere Swapsatz gegen den [3] [6] [•] [-Monats-EURIBOR] [-Monats-[USD][•]-LIBOR] [•]) und dem [2] [•]-Jahres-Swapsatz (der mittlere Swapsatz gegen den [3] [6] [•] [-Monats-EURIBOR] [-Monats-[USD][•]-LIBOR] [•]) [multipliziert mit dem Faktor [•,•] [• %]] [und] [plus der Marge von [•] % p.a.] [minus der Marge von [•] % p.a.], zahlbar [monatlich] [vierteljährlich] [halbjährlich] [jährlich] [•] nachträglich am [•] [eines jeden Jahres, erstmalig am [•]].</p> <p>[Wenn der für eine Zinsperiode ermittelte variable Zinssatz niedriger ist als der Mindestzinssatz von [•] % p.a., so ist der anwendbare variable Zinssatz für diese Zinsperiode der Mindestzinssatz von [•] % p.a.]</p> <p>[Wenn der für eine Zinsperiode ermittelte variable Zinssatz höher ist als der Höchstzinssatz von [•] % p.a., so ist der anwendbare variable Zinssatz für diese Zinsperiode der Höchstzinssatz von [•] % p.a.]]</p> <p>[Nullkupon Schuldverschreibungen: Die Schuldverschreibungen werden [mit einem Abschlag vom Nennbetrag] [auf aufgezinster Basis] begeben und werden nicht verzinst, außer im Falle verspäteter Zahlung. Periodische Zinszahlungen werden auf die Schuldverschreibungen nicht geleistet.</p> <p>[Abgezinst / Diskontierungssatz:</p> <p>[•] % p.a.;]</p> <p>[Aufgezinst / Aufzinsungssatz:</p> <p>[•] % p.a.;]]</p>
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		<p>[Fest- zu variabel verzinsliche Schuldverschreibungen:</p> <p>Die Schuldverschreibungen werden anfänglich bezogen auf ihren Nennbetrag (d.h. die festgelegte Stückelung der Schuldverschreibungen) zu einem Zinssatz von [•] % p.a. vom [•], dem "Verzinsungsbeginn", (einschließlich) bis zum letzten Zinszahlungstag für Festzins (ausschließlich) verzinst. Die Zinsen sind [jährlich] [•] nachträglich am [•] ([jeweils] ein "Zinszahlungstag für Festzins") [eines jeden Jahres] zahlbar. [Die erste feste Zinszahlung erfolgt am [•] [(kurzer] [(langer] erster Kupon)]. Die letzte feste Zinszahlung erfolgt am [•] [(kurzer] [(langer] letzter Kupon)].]</p> <p>Die Schuldverschreibungen werden anschließend mit einem variablen Zinssatz verzinst, der auf Basis eines Referenzzinssatzes ermittelt wird. Der Referenzzinssatz ist [EURIBOR (<i>Euro Interbank Offered Rate</i>)] [LIBOR (<i>London Interbank Offered Rate</i>)] [ein CMS (<i>Constant Maturity Swap</i>) Satz] [die Differenz zwischen zwei CMS (Constant Maturity Swap) Sätzen] unter Bezugnahme auf die vereinbarte Bildschirmseite eines Kursdienstes.</p> <p>Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag (d.h. die festgelegte Stückelung der Schuldverschreibungen) ab dem letzten Zinszahlungstag für Festzins (einschließlich) bis zum ersten Zinszahlungstag für variablen Zins (ausschließlich) und danach von jedem Zinszahlungstag für variablen Zins (einschließlich) bis zum nächstfolgenden Zinszahlungstag für variablen Zins (ausschließlich) und letztmalig bis zum Endfälligkeitstag (ausschließlich) verzinst. Zinsen auf die Schuldverschreibungen sind nachträglich an jedem Zinszahlungstag für variablen Zins zahlbar.</p> <p>[Der auf die Schuldverschreibungen anwendbare Zinssatz für die jeweilige Zinsperiode entspricht dem [1] [3] [6] [12] -Monats-EURIBOR [•] [multipliziert mit dem Faktor [•,•] [• %]] [und] [plus der Marge von [•] % p.a.] [minus der Marge von [•] % p.a.], zahlbar [monatlich] [vierteljährlich] [halbjährlich] [jährlich] [•] nachträglich am [•] [eines jeden Jahres, erstmalig am [•]].</p> <p>[Wenn der für eine Zinsperiode ermittelte variable Zinssatz niedriger ist als der Mindestzinssatz von [•] % p.a., so ist der anwendbare variable Zinssatz für diese Zinsperiode der Mindestzinssatz von [•] % p.a.]</p> <p>[Wenn der für eine Zinsperiode ermittelte variable Zinssatz höher ist als der Höchstzinssatz von [•] % p.a., so ist der anwendbare variable Zinssatz für diese Zinsperiode der Höchstzinssatz von [•] % p.a.]</p> <p>[Der auf die Schuldverschreibungen anwendbare Zinssatz für die jeweilige Zinsperiode entspricht dem [1] [2] [3] [6] [12] -Monats-[USD] [•]-LIBOR [•] [multipliziert mit dem Faktor [•,•] [• %]] [und] [plus der Marge von [•] % p. a.] [minus der Marge von [•] % p.a.], zahlbar [monatlich] [alle zwei Monate] [vierteljährlich] [halbjährlich] [jährlich] [•] nachträglich am [•] [eines jeden Jahres, erstmalig am [•]].</p> <p>[Wenn der für eine Zinsperiode ermittelte variable Zinssatz niedriger ist als der Mindestzinssatz von [•] % p. a., so ist</p>
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	<p>der anwendbare variable Zinssatz für diese Zinsperiode der Mindestzinssatz von [•] % p.a.] [Wenn der für eine Zinsperiode ermittelte variable Zinssatz höher ist als der Höchstzinssatz von [•] % p.a., so ist der anwendbare variable Zinssatz für diese Zinsperiode der Höchstzinssatz von [•] % p.a.]]</p> <p>[Der auf die Schuldverschreibungen anwendbare Zinssatz für die jeweilige Zinsperiode entspricht dem [10] [•]-Jahres-Swapsatz (der mittlere Swapsatz gegen den [3] [6] [•] [-Monats-EURIBOR] [-Monats-[USD]][•]-LIBOR] [•]) [multipliziert mit dem Faktor [•,•] [• %]] [und] [plus der Marge von [•] % p.a.] [minus der Marge von [•] % p.a.], zahlbar [monatlich] [vierteljährlich] [halbjährlich] [jährlich] [•] nachträglich am [•] [eines jeden Jahres, erstmalig am [•]].</p> <p>[Wenn der für eine Zinsperiode ermittelte variable Zinssatz niedriger ist als der Mindestzinssatz von [•] % p.a., so ist der anwendbare variable Zinssatz für diese Zinsperiode der Mindestzinssatz von [•] % p.a.]</p> <p>[Wenn der für eine Zinsperiode ermittelte variable Zinssatz höher ist als der Höchstzinssatz von [•] % p.a., so ist der anwendbare variable Zinssatz für diese Zinsperiode der Höchstzinssatz von [•] % p.a.]]</p> <p>[Der auf die Schuldverschreibungen anwendbare Zinssatz für die jeweilige Zinsperiode entspricht der Differenz (ausgedrückt als Prozentsatz per annum) zwischen dem [10] [•]-Jahres-Swapsatz (der mittlere Swapsatz gegen den [3] [6] [•] [-Monats-EURIBOR] [-Monats-[USD]][•]-LIBOR] [•]) und dem [2] [•]-Jahres-Swapsatz (der mittlere Swapsatz gegen den [3] [6] [•] [-Monats-EURIBOR] [-Monats-[USD]][•]-LIBOR] [•]) [multipliziert mit dem Faktor [•,•] [• %]] [und] [plus der Marge von [•] % p.a.] [minus der Marge von [•] % p.a.], zahlbar [monatlich] [vierteljährlich] [halbjährlich] [jährlich] [•] nachträglich am [•] [eines jeden Jahres, erstmalig am [•]].</p> <p>[Wenn der für eine Zinsperiode ermittelte variable Zinssatz niedriger ist als der Mindestzinssatz von [•] % p.a., so ist der anwendbare variable Zinssatz für diese Zinsperiode der Mindestzinssatz von [•] % p.a.]</p> <p>[Wenn der für eine Zinsperiode ermittelte variable Zinssatz höher ist als der Höchstzinssatz von [•] % p.a., so ist der anwendbare variable Zinssatz für diese Zinsperiode der Höchstzinssatz von [•] % p.a.]]</p> <p>Geschäftstagekonvention [(feste Zinsperioden)]:</p> <p>[Modifizierte Folgender Geschäftstag-Konvention;]</p> <p>[FRN-Konvention;]</p> <p>[Folgender Geschäftstag-Konvention;]</p> <p>[Vorausgegangener Geschäftstag-Konvention;]</p> <p>Anpassung [der Zinsen] [des Kapitalbetrags] [(feste Zinsperioden)]:</p>
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		<p>[Ja] [Nein];</p> <p>Zinstagequotient [(feste Zinsperioden)]:</p> <p>[Actual/Actual (ICMA-Regelung 251)]</p> <p>ICMA-Feststellungstag(e): [•] [eines jeden Jahres] Anzahl der ICMA-Feststellungstage in einem Kalenderjahr: [•.]</p> <p>[Actual/365 (Fixed).]</p> <p>[Actual/365 (Sterling).]</p> <p>[Actual/360.]</p> <p>[30/360, 360/360 oder Bond Basis.]</p> <p>[30E/360 oder Eurobond Basis.]</p> <p>[Geschäftstagekonvention (variable Zinsperioden):</p> <p>[Modifizierte Folgender Geschäftstag-Konvention;]</p> <p>[FRN-Konvention;]</p> <p>[Folgender Geschäftstag-Konvention;]</p> <p>[Vorausgegangener Geschäftstag-Konvention;]</p> <p>Anpassung der Zinsen (variable Zinsperioden):</p> <p>[Ja] [Nein];</p> <p>Zinstagequotient (variable Zinsperioden):</p> <p>[Actual/Actual (ICMA-Regelung 251)]</p> <p>ICMA-Feststellungstag(e): [•] [eines jeden Jahres] Anzahl der ICMA-Feststellungstage in einem Kalenderjahr: [•.]</p> <p>[Actual/365 (Fixed).]</p> <p>[Actual/365 (Sterling).]</p> <p>[Actual/360.]</p> <p>[30/360, 360/360 oder Bond Basis.]</p> <p>[30E/360 oder Eurobond Basis.]]</p> <p>Endfälligkeitstag einschließlich Rückzahlungsverfahren:</p> <p>[•] 20[•];</p>
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		<p>Soweit nicht zuvor bereits zurückgezahlt oder angekauft und entwertet, wird die Emittentin die Schuldverschreibungen am Endfälligkeitstag zum [Nennbetrag] [Rückzahlungsbetrag von [•] % des Gesamtnennbetrags [, entspricht [EUR] [USD] [•] [•].]] zurückzahlen. Sämtliche zahlbaren Beträge sind an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger zu zahlen. Die Emittentin wird durch Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht gegenüber den Gläubigern befreit.</p> <p>Name des Vertreters der Gläubiger: Entfällt. Es gibt keinen Vertreter der Gläubiger.</p>
[C.10]	Derivative Komponente bei der Zinszahlung	<p><i>Bitte lesen Sie <u>Punkt C.9</u> zusammen mit den nachfolgenden Informationen.</i></p> <p>Entfällt. Die Schuldverschreibungen weisen keine derivative Komponente bei der Zinszahlung auf.]</p>
[C.11]	Antrag auf Zulassung zum Handel an einem regulierten Markt	<p>[Luxemburger Wertpapierbörse: Regulierter Markt "<i>Bourse de Luxembourg</i>".]</p> <p>[Frankfurter Wertpapierbörse: Regulierter Markt der Frankfurter Wertpapierbörse.]</p> <p>[Börse Düsseldorf: Regulierter Markt der Börse Düsseldorf.]</p> <p>[•]</p> <p>[Entfällt. Es wird kein Antrag auf Zulassung der Schuldverschreibungen zum Handel an einem regulierten Markt gestellt.]]</p>
[C.21]	Markt, an dem die Schuldverschreibungen gehandelt werden sollen	<p>[Luxemburger Wertpapierbörse: Regulierter Markt "<i>Bourse de Luxembourg</i>".]</p> <p>[Frankfurter Wertpapierbörse: Regulierter Markt der Frankfurter Wertpapierbörse.]</p> <p>[Börse Düsseldorf: Regulierter Markt der Börse Düsseldorf.]</p> <p>[•]</p>

Abschnitt D – Risiken

Punkt		
D.2	<p>Zentrale Angaben zu den zentralen Risiken, die der Emittentin eigen sind</p>	<p>Risiken ergeben sich aus nachteiligen Entwicklungen für die Vermögens-, Finanz- oder Ertragslage und bestehen in der Gefahr eines unerwarteten zukünftigen Liquiditätsbedarfs beziehungsweise unerwarteter zukünftiger Verluste. Dabei wird in die Ressourcen Liquidität und Kapital unterschieden. Schlagend werdende Risiken können grundsätzlich auf beide Ressourcen wirken.</p> <p>Emittentenrisiko und möglicher Totalverlust des investierten Kapitals Anleger sind dem Risiko der Insolvenz, d.h. einer Überschuldung oder Zahlungsunfähigkeit, der DZ BANK ausgesetzt. Ein Totalverlust des eingesetzten Kapitals ist möglich.</p> <p>Die nachfolgend aufgeführten <u>übergreifenden Risikofaktoren</u> sind für die DZ BANK Gruppe und die DZ BANK von Bedeutung:</p> <ul style="list-style-type: none"> - Die DZ BANK Gruppe und die DZ BANK sind markt- und branchenbezogenen Risikofaktoren ausgesetzt, die sich auf die Kapitaladäquanz und die Liquiditätsadäquanz auswirken können. So ist das für die Kreditwirtschaft geltende regulatorische Umfeld unverändert durch sich verschärfende aufsichtsrechtliche Eigenkapital- und Liquiditätsstandards sowie Prozess- und Berichterstattungsanforderungen geprägt. Diese Entwicklungen haben insbesondere Auswirkungen auf das Geschäftsrisiko. Darüber hinaus bestehen bedeutsame gesamtwirtschaftliche Risikofaktoren in wirtschaftlichen Divergenzen im Euro-Raum, in dem vorgesehenen EU-Austritt Großbritanniens, im unverändert anhaltenden Niedrigzinsumfeld, im weiterhin schwierigen Marktumfeld für Teile des Schiffs- und für das Offshore-Finanzierungsgeschäft sowie in einem drohenden globalen Handelskrieg. Die gesamtwirtschaftlichen Risikofaktoren haben im Sektor Bank potenziell negative Auswirkungen insbesondere auf das Kreditrisiko, das Beteiligungsrisiko, das Marktpreisrisiko, das Geschäftsrisiko und das Reputationsrisiko sowie im Sektor Versicherung auf das Marktrisiko, das Gegenparteiausfallrisiko und das Reputationsrisiko. Das nachhaltig niedrige Zinsniveau wird zu Ergebnisbelastungen führen. - Des Weiteren unterliegen die DZ BANK Gruppe und die DZ BANK unternehmensspezifischen Risikofaktoren mit übergreifendem Charakter, die auf mehrere Risikoarten wirken. Dies könnte potenzielle Unzulänglichkeiten des Risikomanagementsystems, mögliche Herabstufungen des Ratings der DZ BANK oder ihrer Tochterunternehmen und die Unwirksamkeit von Sicherungsbeziehungen betreffen. Diese Risiken werden grundsätzlich in der Steuerung berücksichtigt. <p>Die nachfolgend aufgeführten <u>spezifischen Risikofaktoren</u> Risiken sind für den <u>Sektor Bank</u> von Bedeutung:</p> <ul style="list-style-type: none"> - Das Kreditrisiko bezeichnet die Gefahr von Verlusten

		<p>aus dem Ausfall von Gegenparteien (Kreditnehmer, Emittenten, Kontrahenten) und aus der Migration der Bonität dieser Adressen.</p> <ul style="list-style-type: none"> - Unter Beteiligungsrisiko wird die Gefahr von Verlusten aufgrund negativer Wertveränderungen jenes Teils des Beteiligungsportfolios verstanden, bei dem die Risiken nicht im Rahmen anderer Risikoarten berücksichtigt werden. Im Sektor Bank der DZ BANK Gruppe entstehen Beteiligungsrisiken vor allem bei der DZ BANK, der BSH und der DVB. - Das Marktpreisrisiko des Sektors Bank einschließlich der DZ BANK setzt sich aus dem Marktpreisrisiko im engeren Sinne und dem Marktliquiditätsrisiko zusammen. - Das bauspartechnische Risiko umfasst die beiden Komponenten Neugeschäftsrisiko und Kollektivrisiko. Beim Neugeschäftsrisiko handelt es sich um die Gefahr negativer Auswirkungen aufgrund möglicher Abweichungen vom geplanten Neugeschäftsvolumen. Das Kollektivrisiko bezeichnet die Gefahr negativer Auswirkungen, die sich aufgrund anhaltender und signifikanter nicht zinsinduzierter Verhaltensänderungen der Kunden durch Abweichungen der tatsächlichen von der prognostizierten Entwicklung des Bausparkollektivs ergeben können - Das Geschäftsrisiko bezeichnet die Gefahr von Verlusten aus Ergebnisschwankungen, die sich bei gegebener Geschäftsstrategie ergeben können und nicht durch andere Risikoarten abgedeckt sind. Insbesondere umfasst dies die Gefahr, dass den Verlusten aufgrund von Veränderungen wesentlicher Rahmenbedingungen (zum Beispiel regulatorisches Umfeld, Wirtschafts- und Produktumfeld, Kundenverhalten, Wettbewerbssituation) operativ nicht begegnet werden kann. - Das Reputationsrisiko bezeichnet die Gefahr von Verlusten aus Ereignissen, die das Vertrauen in die Unternehmen des Sektors Bank oder in die angebotenen Produkte und Dienstleistungen insbesondere bei Kunden (hierzu zählen auch die Volksbanken und Raiffeisenbanken), Anteilseignern, Mitarbeitern, auf dem Arbeitsmarkt, in der Öffentlichkeit und bei der Aufsicht beschädigen. - In enger Anlehnung an die bankaufsichtsrechtliche Definition versteht die DZ BANK unter operationellem Risiko die Gefahr von Verlusten, die durch menschliches Verhalten, technologisches Versagen, Prozess- oder Projektmanagementschwächen oder externe Ereignisse hervorgerufen werden. Das Rechtsrisiko ist in dieser Definition eingeschlossen. <p>Die nachfolgend aufgeführten <u>spezifischen Risikofaktoren</u> sind für den Sektor Versicherung von Bedeutung:</p> <ul style="list-style-type: none"> - Das versicherungstechnische Risiko bezeichnet die Gefahr, dass bedingt durch Zufall, Irrtum oder Änderung der tatsächliche Aufwand für Schäden und Leistungen vom erwarteten Aufwand abweicht. Es wird gemäß Solvency II in die folgenden Kategorien unterteilt: <ul style="list-style-type: none"> - Versicherungstechnisches Risiko Leben - Versicherungstechnisches Risiko Gesundheit
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		<ul style="list-style-type: none"> - Versicherungstechnisches Risiko Nicht-Leben - Das Marktrisiko bezeichnet die Gefahr, die sich aus Schwankungen in der Höhe oder der Volatilität der Marktpreise für Vermögenswerte, Verbindlichkeiten und Finanzinstrumente ergibt, die den Wert der Vermögenswerte und Verbindlichkeiten des Unternehmens beeinflussen. Es spiegelt die strukturelle Inkongruenz zwischen Vermögenswerten und Verbindlichkeiten insbesondere in Hinblick auf deren Laufzeit angemessen wider. - Das Gegenparteiausfallrisiko trägt möglichen Verlusten Rechnung, die sich aus einem unerwarteten Ausfall oder der Verschlechterung der Bonität von Gegenparteien und Schuldern von Versicherungs- und Rückversicherungsunternehmen während der folgenden 12 Monate ergeben. Es deckt risikomindernde Verträge wie Rückversicherungsvereinbarungen, Verbriefungen und Derivate sowie Forderungen gegenüber Vermittlern und alle sonstigen Kreditrisiken ab, soweit sie nicht anderweitig in der Risikomessung berücksichtigt werden. Das Gegenparteiausfallrisiko berücksichtigt die akzessorischen oder sonstigen Sicherheiten, die von dem oder für das Versicherungs- oder Rückversicherungsunternehmen gehalten werden, und die damit verbundenen Risiken. - Das Reputationsrisiko bezeichnet die Gefahr eines Verlustes, der sich aus einer möglichen Beschädigung der Reputation der R+V oder der gesamten Branche infolge einer negativen Wahrnehmung in der Öffentlichkeit (zum Beispiel bei Kunden, Geschäftspartnern, Aktionären, Behörden, Medien) ergeben könnte. - Das operationelle Risiko bezeichnet die Gefahr von Verlusten aufgrund von unzulänglichen oder fehlgeschlagenen internen Prozessen oder aus mitarbeiter- oder systembedingten oder externen Vorfällen. Rechtsrisiken sind hierin eingeschlossen. Rechtsrisiken können insbesondere aus Änderungen rechtlicher Rahmenbedingungen (Gesetze und Rechtsprechung), Veränderungen der behördlichen Auslegung und aus Änderungen des Geschäftsumfelds resultieren. - Grundsätzlich werden alle Unternehmen, die der aufsichtsrechtlichen R+V Versicherung AG Versicherungsgruppe angehören, in die Berechnung der Gruppensolvabilität einbezogen. Dies gilt auch für Unternehmen aus anderen Finanzsektoren, zu denen im Wesentlichen Pensionskassen und Pensionsfonds zur betrieblichen Altersvorsorge zählen.
D.3	<p>Zentrale Angaben zu den zentralen Risiken, die den Schuldverschreibungen eigen sind</p>	<p>Anleger sollten sich bewusst sein, dass sich die einzelnen Risiken oder die Kombination der nachstehend genannten Risiken wesentlich auf den Preis der Schuldverschreibungen auswirken und einen negativen Einfluss auf den Wert der Anlage haben können. Für den zukünftigen Anleger kann es unter Umständen zu erheblichen Verlusten kommen.</p> <p>Allgemeine Risiken in Bezug auf die Schuldverschreibungen</p>

	<ul style="list-style-type: none"> • Risiko, dass die Schuldverschreibungen nicht für alle Anleger eine geeignete Anlage sind <p>In die Schuldverschreibungen sollten zukünftige Anleger nur investieren, wenn sie in der Lage sind, die Funktionsweise einzuschätzen und entsprechend bereit sind, die damit verbundenen Risiken zu tragen.</p> <ul style="list-style-type: none"> • Ratingrisiko <p>Eine oder mehrere unabhängige Ratingagenturen können den Schuldverschreibungen Ratings zuweisen. Diese Ratings spiegeln nicht unbedingt die möglichen Auswirkungen aller mit der Struktur, dem Markt, den hierin diskutierten Risikofaktoren oder anderen Umständen verbundenen Risiken wider, die den Wert der Schuldverschreibungen beeinträchtigen können. Entsprechend kann ein Anleger Verluste erleiden, wenn das den Schuldverschreibungen zugewiesene Rating nicht alle mit diesen Schuldverschreibungen verbundenen Risiken widerspiegelt.</p> <p>Risiken in Bezug auf die Art der Schuldverschreibungen</p> <ul style="list-style-type: none"> • Zinsänderungsrisiko <p>[Festverzinsliche Schuldverschreibungen [mit Stufenzins]:</p> <p>Ein Gläubiger von festverzinslichen Schuldverschreibungen [mit Stufenzins] ist dem Risiko ausgesetzt, dass sich das Zinsniveau erhöht und hierdurch der Marktpreis der Schuldverschreibungen fällt.]</p> <p>[Variabel verzinsliche Schuldverschreibungen:</p> <p>Ein Gläubiger von variabel verzinslichen Schuldverschreibungen ist dem Risiko eines schwankenden Zinsniveaus und ungewisser Zinserträge ausgesetzt. Ein schwankendes Zinsniveau macht es unmöglich, den Ertrag von variabel verzinslichen Schuldverschreibungen im Voraus zu bestimmen. Variabel verzinsliche Schuldverschreibungen können mit Multiplikatoren oder mit Zinsober- und/oder Zinsuntergrenzen oder einer Kombination dieser Merkmale ausgestattet sein.]</p> <p>[Nullkupon Schuldverschreibungen:</p> <p>Ein Gläubiger von Nullkupon Schuldverschreibungen ist dem Risiko ausgesetzt, dass sich das Zinsniveau erhöht und hierdurch der Marktpreis der Schuldverschreibungen fällt. Kurse von Nullkupon Schuldverschreibungen sind volatil als Kurse von festverzinslichen Schuldverschreibungen und reagieren in höherem Maße auf Veränderungen des Marktzinssatzes als verzinsliche Schuldverschreibungen mit einer ähnlichen Fälligkeit.]</p> <p>[Fest- zu variabel verzinsliche Schuldverschreibungen:</p> <p>Die Handelsspanne von fest- zu variabel verzinslichen Schuldverschreibungen kann weniger vorteilhaft sein als die Handelsspannen von vergleichbaren variabel verzinslichen Schuldverschreibungen in Bezug auf denselben Referenzsatz. Zudem kann der variable</p>
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		<p>Zinssatz jederzeit niedriger sein als der auf andere Schuldverschreibungen zahlbare Zinssatz. Während der festverzinslichen Zinsphase trägt der Gläubiger von fest- zu variabel verzinslichen Schuldverschreibungen das Risiko, dass sich das Zinsniveau erhöht und hierdurch der Marktpreis der Schuldverschreibungen fällt. Während der variabel verzinslichen Zinsphase trägt der Gläubiger von fest- zu variabel verzinslichen Schuldverschreibungen das Risiko eines schwankenden Zinsniveaus und ungewisser Zinserträge. Ein schwankendes Zinsniveau macht es unmöglich, den Ertrag von variabel verzinslichen Schuldverschreibungen im Voraus zu bestimmen. Fest- zu variabel verzinsliche Schuldverschreibungen können bezüglich ihrer variabel verzinslichen Zinsphase mit Multiplikatoren oder mit Zinsobergrenzen oder einer Kombination dieser Merkmale ausgestattet sein.]</p> <ul style="list-style-type: none"> • <i>[Kündigungs- und Wiederanlagerisiko</i> <p>[Sofern die Emittentin das Recht hat, die Schuldverschreibungen vor Ende ihrer festgelegten Laufzeit ordentlich zu kündigen] [oder] [[Sofern] [sofern] die Schuldverschreibungen vor Ende ihrer festgelegten Laufzeit von der Emittentin aufgrund des Eintritts eines Ereignisses, welches in den Anleihebedingungen für [bevorrechtigte nicht nachrangige Schuldverschreibungen] [bevorrechtigte nicht nachrangige Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten)] [nicht bevorrechtigte nicht nachrangige Schuldverschreibungen] [nachrangige Schuldverschreibungen] dargelegt ist, gekündigt werden können], trägt ein Gläubiger das Risiko, dass die Emittentin ihr Kündigungsrecht zu einem für den Gläubiger ungünstigen Zeitpunkt ausübt und der Gläubiger den zurückerhaltenen Betrag nur zu schlechteren Bedingungen wieder anlegen kann. Außerdem ist ein Gläubiger dem Risiko ausgesetzt, dass infolge der vorzeitigen Kündigung seine Kapitalanlage einen geringeren Ertrag als erwartet aufweisen kann.]</p> <ul style="list-style-type: none"> • <i>[Risiko im Zusammenhang mit einer Zinsobergrenze (Cap)</i> <p>Der Ertrag von Schuldverschreibungen mit einer Zinsobergrenze (Cap) kann erheblich niedriger als der Ertrag ähnlich strukturierter Schuldverschreibungen ohne Zinsobergrenze (Cap) sein. Der Gläubiger trägt das Risiko, dass sich das Zinsniveau über die Zinsobergrenze (Cap) hinaus erhöht und hierdurch der Marktpreis der Schuldverschreibungen mit einer Zinsobergrenze (Cap) fällt.]</p> <ul style="list-style-type: none"> • <i>Währungsrisiko</i> <p>Ein Gläubiger von Schuldverschreibungen, die auf eine andere Währung als die Landeswährung des Gläubigers lauten, ist dem Risiko ausgesetzt, dass sich der Wechselkurs der für die Schuldverschreibungen relevanten Währung zum Nachteil des Gläubigers ändert. Dies kann den Ertrag dieser Schuldverschreibungen beeinträchtigen.</p> <ul style="list-style-type: none"> • <i>[Risiken in Bezug auf Schuldverschreibungen, die in Chinesischen Renminbi denominated sind</i>
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	<p>Der Chinesische Renminbi ist nicht frei konvertierbar und es bestehen erhebliche Beschränkungen im Hinblick auf Transfers in Chinesischen Renminbi in die und aus der Volksrepublik China ("VR China"). Zudem ist der Chinesische Renminbi außerhalb der VR China nur begrenzt verfügbar, wodurch die Liquidität der Chinesischen Renminbi Schuldverschreibungen und die Fähigkeit der Emittentin, Chinesische Renminbi für die Bedienung der Chinesischen Renminbi Schuldverschreibungen außerhalb der VR China zu beschaffen, beeinträchtigt werden könnten.</p> <p>Unter den in den Anleihebedingungen der Schuldverschreibungen, in Bezug auf die Nichtverfügbarkeit von Chinesischen Renminbi, genannten Umständen ist die Emittentin berechtigt, Zahlungen auf die Chinesischen Renminbi Schuldverschreibungen in US Dollar zu erbringen. Eine Anlage in Chinesischen Renminbi Schuldverschreibungen ist deshalb in jedem Fall mit Wechselkursrisiken verbunden.]</p> <p>[Risiken im Zusammenhang mit der Zulassung der Schuldverschreibungen zum Börsenhandel</p> <ul style="list-style-type: none"> • Liquiditätsrisiko <p>Ein Gläubiger trägt das Risiko, dass bei diesen Schuldverschreibungen gar kein oder nur ein eingeschränkter börslicher Handel stattfindet. Deshalb können die Schuldverschreibungen entweder gar nicht oder nur mit größeren Preisabschlägen veräußert werden. Die Möglichkeit, Schuldverschreibungen zu veräußern, kann darüber hinaus aus landesspezifischen Gründen eingeschränkt sein.</p> <ul style="list-style-type: none"> • Marktpreisrisiko <p>Ein Gläubiger trägt das Risiko, dass der Marktpreis dieser Schuldverschreibungen als Folge der allgemeinen Entwicklung des Marktes fällt. Der Gläubiger erleidet einen Verlust, wenn er seine Schuldverschreibungen unter dem Erwerbspreis veräußert.]</p> <p>Regulatorische Risiken</p> <ul style="list-style-type: none"> • SRM-Verordnung - Bail-in-Instrument und andere Abwicklungsinstrumente <p><i>Einheitliche Vorschriften und einheitliches Verfahren für die Abwicklung</i></p> <p>Die Verordnung (EU) Nr. 806/2014 des Europäischen Parlaments und des Rates vom 15. Juli 2014 zur Festlegung einheitlicher Vorschriften und eines einheitlichen Verfahrens für die Abwicklung von Kreditinstituten und bestimmten Wertpapierfirmen im Rahmen eines einheitlichen Abwicklungsmechanismus und eines einheitlichen Abwicklungsfonds ("SRM-Verordnung") sieht unter anderem für den Ausschuss für die einheitliche Abwicklung (<i>Single Resolution Board</i> – "SRB") eine Reihe von Abwicklungsinstrumenten und Abwicklungsbefugnissen vor. Dazu gehört die Befugnis, (i) den Geschäftsbetrieb oder einzelne Geschäftsbereiche zu veräußern oder mit einer anderen Bank zusammenzulegen (<i>Instrument der Unternehmensveräußerung</i>) oder (ii) ein</p>
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		<p>Brückeninstitut zu gründen, das wichtige Funktionen, Rechte oder Verbindlichkeiten übernehmen soll, (<i>Instrument des Brückeninstituts</i>). Des Weiteren zählt hierzu unter anderem die Befugnis, (iii) werthaltige von wertgeminderten oder ausfallgefährdeten Vermögenswerten (<i>Instrument der Ausgliederung von Vermögenswerten</i>) zu trennen oder (iv) die in Artikel 3 Absatz (1) Nr. 49 und 51 SRM-Verordnung definierten relevanten Kapitalinstrumente und berücksichtigungsfähigen Verbindlichkeiten der Emittentin, einschließlich jener Verbindlichkeiten unter den Schuldverschreibungen, auch möglicherweise dauerhaft vollständig, herabzuschreiben oder in Eigenkapital der Emittentin oder eines anderen Rechtsträgers umzuwandeln ("Bail-in-Instrument"), oder (v) die Anleihebedingungen der Schuldverschreibungen zu ändern.</p> <p>Im Fall einer Abwicklung der Emittentin setzt die deutsche Abwicklungsbehörde alle die an sie gerichteten und die Abwicklung betreffenden Beschlüsse des SRB um. Für diese Zwecke übt die deutsche Abwicklungsbehörde – im Rahmen der SRM-Verordnung – die ihr nach dem Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen vom 10. Dezember 2014, in der jeweils gültigen Fassung, zustehenden Befugnisse im Einklang mit den im deutschen Recht vorgesehenen Bedingungen aus. Hierbei ist die deutsche Abwicklungsbehörde u.a. befugt, Zahlungsverpflichtungen der Emittentin auszusetzen oder die Bedingungen der Schuldverschreibungen zu ändern.</p> <p><i>[Rang unbesicherter Schuldtitel in der Insolvenzrangfolge</i></p> <p>In diesem Zusammenhang wurde mit der Richtlinie (EU) 2017/2399 des Europäischen Parlaments und des Rates vom 12. Dezember 2017 zur Änderung der Richtlinie 2014/59/EU im Hinblick auf den Rang unbesicherter Schuldtitel in der Insolvenzrangfolge ("Änderungsrichtlinie") eine neue Kategorie nicht bevorrechtigter nicht nachrangiger Schuldtitel geschaffen, die in der Insolvenzrangfolge vor Eigenkapitalinstrumenten und anderen nachrangigen Verbindlichkeiten in Form von Kapitalinstrumenten des zusätzlichen Kernkapitals sowie des Ergänzungskapitals, aber nach anderen aufgrund von geltenden Rechtsvorschriften vorrangigen Verbindlichkeiten eingereiht sind.</p> <p>Folglich wird das Bail-in-Instrument auf die nicht bevorrechtigten nicht nachrangigen Schuldverschreibungen angewendet, bevor es bei anderen aufgrund von geltenden Rechtsvorschriften vorrangigen Verbindlichkeiten, einschließlich unter anderem nicht besicherter und bevorrechtigter nicht nachrangiger Schuldverschreibungen sowie nicht besicherter und bevorrechtigter nicht nachrangiger Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten) der Emittentin, zur Anwendung kommt.</p> <p><i>[Merkmale der bevorrechtigten nicht nachrangigen Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten)</i></p> <p>Die Anleihebedingungen der bevorrechtigten nicht</p>
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	<p>nachrangigen Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten) sehen unter anderem kein Kündigungsrecht der Gläubiger oder die Kündigung aus wichtigem Grund vor. Allerdings hat die Emittentin das Recht, die bevorrechtigten nicht nachrangigen Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten) aus regulatorischen Gründen zu kündigen. Ferner enthalten die Anleihebedingungen der bevorrechtigten nicht nachrangigen Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten) eine Regelung, dass die Aufrechnung von Forderungen aus den bevorrechtigten nicht nachrangigen Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten) gegen Forderungen der Emittentin ausgeschlossen ist.]</p> <p><i>[Merkmale der nicht bevorrechtigten nicht nachrangigen Schuldverschreibungen</i></p> <p>Die Anleihebedingungen der nicht bevorrechtigten nicht nachrangigen Schuldverschreibungen sehen unter anderem kein Kündigungsrecht der Gläubiger oder die Kündigung aus wichtigem Grund vor. Allerdings hat die Emittentin das Recht, die nicht bevorrechtigten nicht nachrangigen Schuldverschreibungen aus regulatorischen Gründen zu kündigen. Ferner enthalten die Anleihebedingungen der nicht bevorrechtigten nicht nachrangigen Schuldverschreibungen eine Regelung, dass die Aufrechnung von Forderungen aus den nicht bevorrechtigten nicht nachrangigen Schuldverschreibungen gegen Forderungen der Emittentin ausgeschlossen ist.]]</p> <p><i>Auswirkungen</i></p> <p>[Es besteht keine Gewissheit, dass die Emittentin jederzeit über ausreichende Eigenkapitalinstrumente oder andere nachrangige Verbindlichkeiten in Form von Kapitalinstrumenten des zusätzlichen Kernkapitals oder des Ergänzungskapitals verfügt, um die Anwendung des Bail-in Instrument auf die Schuldverschreibungen zu verhindern.]</p> <p>Die Anwendung der beschriebenen regulatorischen Maßnahmen [im Zusammenhang mit der Rangstellung der Schuldverschreibungen [und den Merkmalen der [bevorrechtigten nicht nachrangigen Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten)] [nicht bevorrechtigten nicht nachrangigen Schuldverschreibungen]]] können die Rechte der Gläubiger der Schuldverschreibungen erheblich negativ beeinflussen, einschließlich des Verlusts des gesamten oder eines wesentlichen Teils ihres Investments, und nachteilige Auswirkungen auf den Marktwert der Schuldverschreibungen haben, und zwar auch bereits im Vorfeld einer Abwicklung oder eines Insolvenzverfahrens.</p> <p>• [Nachrangige Schuldverschreibungen</p> <p><i>Rang nachrangiger Schuldverschreibungen in der Insolvenzrangfolge</i></p> <p>Die Abwicklungsbehörden werden im Allgemeinen ihre</p>
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	<p>Befugnisse unter dem Bail-in-Instrument in einer bestimmten Rangfolge ausüben, sodass (i) zuerst Kapitalinstrumente des harten Kernkapitals reduziert und die Verluste vollständig aufgefangen werden, (ii) danach der Nennbetrag von Kapitalinstrumenten des zusätzlichen Kernkapitals dauerhaft herabgeschrieben oder in ein oder mehrere Kapitalinstrumente des harten Kernkapitals umgewandelt werden, (iii) danach wird der Nennbetrag von Kapitalinstrumenten des Ergänzungskapitals (wie die Schuldverschreibungen) dauerhaft herabgeschrieben oder in ein oder mehrere Kapitalinstrumente des harten Kernkapitals umgewandelt und (iv) danach werden bestimmte berücksichtigungsfähige Verbindlichkeiten gemäß der Rangfolge der Ansprüche der Gläubiger der Emittentin in üblichen Insolvenzverfahren dauerhaft herabgeschrieben oder in ein oder mehrere Kapitalinstrumente des harten Kernkapitals umgewandelt.</p> <p><i>Merkmale der nachrangigen Schuldverschreibungen</i></p> <p>Die Anleihebedingungen der nachrangigen Schuldverschreibungen sehen unter anderem kein Kündigungsrecht der Gläubiger oder die Kündigung aus wichtigem Grund vor. Allerdings hat die Emittentin das Recht, die nachrangigen Schuldverschreibungen bei Eintritt eines aufsichtsrechtlichen Ereignisses zu kündigen. Ferner enthalten die Anleihebedingungen der nachrangigen Schuldverschreibungen eine Regelung, dass die Aufrechnung von Forderungen aus den nachrangigen Schuldverschreibungen gegen Forderungen der Emittentin ausgeschlossen ist.</p> <p><i>Auswirkungen</i></p> <p>Es besteht keine Gewissheit, dass die Emittentin jederzeit über ausreichende Eigenkapitalinstrumente oder andere nachrangige Verbindlichkeiten in Form von Kapitalinstrumenten des zusätzlichen Kernkapitals verfügt, um die Anwendung des Bail-in Instrument auf die Schuldverschreibungen zu verhindern.</p> <p>Deshalb ist die Wahrscheinlichkeit dafür, daß Ansprüche aus den nachrangigen Schuldverschreibungen sich im Fall der Insolvenz der Emittentin als uneinbringlich erweisen oder für Zwecke der Verlustübernahme oder Rekapitalisierung im Fall der Abwicklung der Emittentin im Rahmen des Bail-in herangezogen werden, wesentlich größer als im Fall von nicht nachrangigen Schuldverschreibungen und die Gläubiger nachrangiger Schuldverschreibungen sind einem wesentlich höheren Risiko des Verlustes ihres Investments, in Gänze oder teilweise, ausgesetzt, als die Gläubiger nicht nachrangiger Schuldverschreibungen.]</p> <p>• [Benchmarks-Verordnung</p> <p><i>Veränderungen und Unsicherheit hinsichtlich EURIBOR und/oder LIBOR</i></p> <p>Verschiedene Referenzzinssätze (einschließlich die Euro Interbank Offered Rate ("EURIBOR") und die London Interbank Offered Rate ("LIBOR")) sind Gegenstand von neuen aufsichtsrechtlichen Vorgaben und Reformvorschlägen. Einige dieser Reformen sind bereits wirksam, einschließlich der Verordnung (EU) 2016/1011</p>
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		<p>des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (Benchmarks-Verordnung), während andere noch umgesetzt werden müssen.</p> <p>Am 27. Juli 2017 hat die britische Financial Conduct Authority eine Frist bis Ende 2021 gesetzt, nach deren Ablauf sie Banken nicht mehr dazu bewegen oder verpflichten will, Daten für den LIBOR zu übermitteln. Es ist davon auszugehen, dass der LIBOR dann in seiner jetzigen Form nicht mehr existieren wird.</p> <p><i>Auswirkungen</i></p> <p>Diese Reformen und andere Faktoren können dazu führen, dass ein oder mehrere Referenzzinssätze (einschließlich EURIBOR und LIBOR) komplett verschwinden oder sich (in Folge einer Änderung der Methodik oder auf andere Weise) anders als in der Vergangenheit entwickeln, dass sie die Marktteilnehmer davon abhalten, weiterhin bestimmte Referenzwerte zu verwalten oder sich an ihnen zu beteiligen oder andere noch nicht vorhersehbare Auswirkungen haben.</p> <p>Insbesondere sollten Anleger sich daher bewusst sein,</p> <ul style="list-style-type: none"> - dass all diese Reformen oder Faktoren oder sonstige Veränderungen eines entsprechenden Referenzzinssatzes (einschließlich EURIBOR und LIBOR) sich auf die Höhe des veröffentlichten variablen Zinssatzes und damit auf den Kurs der [variabel verzinslichen Schuldverschreibungen] [fest- zu variabel verzinslichen Schuldverschreibungen] auswirken können, einschließlich dass er niedriger und/oder deutlich volatiler sein kann, als es sonst der Fall wäre; - dass, wenn ein entsprechender Referenzzinssatz (einschließlich EURIBOR und LIBOR) eingestellt wird, dann die Emittentin gemäß den Anleihebedingungen berechtigt ist, einen solchen entsprechenden Referenzzinssatz (einschließlich EURIBOR und LIBOR) zu ersetzen [oder sogar die [variabel verzinslichen Schuldverschreibungen] [fest- zu variabel verzinslichen Schuldverschreibungen] zu kündigen]; - dass eine Ersetzung eines entsprechenden Referenzzinssatzes (einschließlich EURIBOR und LIBOR) nachteilige Auswirkungen auf den Wert der [variabel verzinslichen Schuldverschreibungen] [fest- zu variabel verzinslichen Schuldverschreibungen] und die Zahlung von Zinsen auf die [variabel verzinslichen Schuldverschreibungen] [fest- zu variabel verzinslichen Schuldverschreibungen] haben könnten[;].] <p>[- dass im Falle einer Kündigung der [variabel verzinslichen Schuldverschreibungen] [fest- zu variabel verzinslichen Schuldverschreibungen] durch die Emittentin ein Wiederanlagerisiko besteht.]]</p>
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Abschnitt E – Angebot

Punkt		
[E.2b]	<p>Gründe für das Angebot und Verwendung des Netto-Emissionserlöses, sofern diese nicht in der Gewinnerzielung und/oder der Absicherung bestimmter Risiken bestehen</p>	<p>[Das Angebot der Schuldverschreibungen dient zur Finanzierung des Geschäfts der Emittentin [unter Erreichung der Anerkennung der Schuldverschreibungen als berücksichtigungsfähige Verbindlichkeiten gemäß regulatorischer Anforderungen, um sicherzustellen, dass die Emittentin über die erforderliche Verlustabsorptions- und Rekapitalisierungsfähigkeit verfügt]. Der Netto-Emissionserlös aus der Emission der Schuldverschreibungen wird für diesen Zweck verwendet.]</p> <p>[Der Netto-Emissionserlös aus der Emission der nachrangigen Schuldverschreibungen wird zur Stärkung des Eigenkapitals der DZ BANK AG verwendet, um das anhaltende Wachstum ihres Geschäfts zu unterstützen.]</p> <p>[•] [Einzelheiten angeben, wenn es eine bestimmte Verwendung des Netto-Emissionserlöses gibt]</p>
[E.3]	<p>Angebotskonditionen</p>	<p>Allgemeines:</p> <p>Die Schuldverschreibungen werden in Form eines [öffentlichen] Angebots an [nicht-qualifizierte Anleger] [qualifizierte Anleger] [nicht-qualifizierte und qualifizierte Anleger] auf [syndizierter] [nicht-syndizierter] Basis vertrieben.</p> <p>[Das öffentliche Angebot beginnt am [Datum einfügen] und endet [am [Datum einfügen] (einschließlich).] [spätestens mit Ablauf der Gültigkeitsdauer des Prospekts am 30. Mai 2020.][spätestens mit Ablauf der Gültigkeitsdauer des nachfolgenden Debt Issuance Programme Prospekts für die Aktualisierung 2020 des DZ BANK AG Debt Issuance Programme, voraussichtlich am 28. Mai 2021, sofern der nachfolgende Debt Issuance Programme Prospekt für die Aktualisierung 2020 des DZ BANK AG Debt Issuance Programme die Fortsetzung des öffentlichen Angebots der Schuldverschreibungen vorsieht.]]</p> <p>[Öffentliches Angebot [im Großherzogtum Luxemburg][,] [und] [in der Bundesrepublik Deutschland][,] [und] [in der Republik Österreich][,] [und] [im Königreich der Niederlande] [und] [in Irland] [•].]</p> <p>[Während der Zeichnungsfrist vom [•] bis [•] (jeweils einschließlich) wird der Ausgabepreis der Schuldverschreibungen [•] % betragen. Nach Ablauf der Zeichnungsfrist ist der Verkaufspreis der Schuldverschreibungen freibleibend.]</p> <p>[•]</p> <p>[Übernahmevertrag:</p> <p>Unter dem Übernahmevertrag vereinbart die Emittentin, Schuldverschreibungen zu emittieren und [jeder] [der] Platzeur stimmt zu, Schuldverschreibungen zu erwerben. Die Emittentin und [jeder] [der] Platzeur vereinbaren im</p>

	<p>Übernahmevertrag unter anderem den Gesamtnennbetrag der Emission, den gemäß der Übernahmeverpflichtung auf den Platzeur entfallenden Nennbetrag, den Ausgabepreis, den Valutierungstag und die Provisionen.]</p> <p>Platzeur[e]:</p> <p>[·].</p> <p>[Datum des Übernahmevertrags:</p> <p>[·].]</p> <p>[Datum der mündlichen Vereinbarung über die Begebung der Schuldverschreibungen:</p> <p>[·].]</p> <p>Gesamtnennbetrag:</p> <p>Die Schuldverschreibungen werden in einem Gesamtnennbetrag von [EUR] [USD] [·] [·.000.000] [·] begeben.</p> <p>Festgelegte Stückelung:</p> <p>Die Schuldverschreibungen werden in einer festgelegten Stückelung von [EUR] [USD] [·] [1.000] [2.000] [100.000] [200.000] [·] begeben.</p> <p>Nennbetrag der Übernahmeverpflichtung [des] [je] Platzeur[s]:</p> <p>[[EUR] [USD] [·] [·.000.000] [·].]</p> <p>[Entfällt. Es gibt keine Übernahmeverpflichtung des Platzeurs.]</p> <p>Ausgabepreis:</p> <p>Die Schuldverschreibungen werden zu einem Ausgabepreis von [100] [·] [%] [[·] % während der Zeichnungsfrist vom [·] bis [·] (jeweils einschließlich) begeben. Nach Ablauf der Zeichnungsfrist ist der Verkaufspreis der Schuldverschreibungen freibleibend.] [·] [plus Stückzinsen [·]] begeben. [Der Ausgabepreis ist freibleibend.]</p> <p>Valutierungstag/Lieferungsinstruktion:</p> <p>[·];</p> <p>[Lieferung gegen Zahlung.]</p> <p>[Lieferung frei von Zahlung.]</p> <p>[Provisionen:</p> <p>[Management- und Übernahmeprovision:</p> <p>[·] % des Gesamtnennbetrags.]</p> <p>[Verkaufsprovision:</p>
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		<p>[•] % des Gesamtnennbetrags.]]</p> <p>[Deutsche] Emissionsstelle/Zahlstelle[n]:</p> <p>[DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main Platz der Republik 60325 Frankfurt am Main Bundesrepublik Deutschland]</p> <p>[Deutsche Bank Aktiengesellschaft Taubenanlage 12 60325 Frankfurt am Main Bundesrepublik Deutschland]</p> <p>[DZ PRIVATBANK S.A. 4, rue Thomas Edison L-1445 Strassen Großherzogtum Luxemburg]</p> <p>[•]</p> <p><i>[etwaige weitere Angebotskonditionen einfügen]]</i></p>
E.4	Interessen von Seiten natürlicher und juristischer Personen, die an der Emission/dem Angebot beteiligt sind (einschließlich Interessenkonflikte)	<p>[Entfällt. Es gibt keine Interessen von Seiten natürlicher und juristischer Personen, die an der Emission/dem Angebot beteiligt sind (einschließlich Interessenkonflikte).]</p> <p>[Einzelne der unter dem Programm ernannten Platzeure und ihre Tochtergesellschaften haben Geschäfte mit der Emittentin im Investment Banking und/oder kommerziellen Bankgeschäft getätigt und können dies auch in Zukunft tun und Dienstleistungen für die Emittentin im Rahmen der gewöhnlichen Geschäftstätigkeit erbringen.]</p>
E.7	Geschätzte Kosten, die dem Anleger von der Emittentin oder dem Platzeur in Rechnung gestellt werden	<p>[Entfällt. Die geschätzten Gesamtkosten aus der Begebung der Schuldverschreibungen (einschließlich der Kosten für die Zulassung zum Handel [am regulierten Markt der Luxemburger Wertpapierbörse] [und] [am regulierten Markt der Frankfurter Wertpapierbörse] [und] [am regulierten Markt der Börse Düsseldorf] [•]) [in Höhe von [•]] werden von [der Emittentin] [und] [[dem] [den] Platzeur[en]] getragen.]</p> <p>[Die geschätzten Gesamtkosten aus der Begebung der Schuldverschreibungen (einschließlich der Kosten für die Zulassung zum Handel [am regulierten Markt der Luxemburger Wertpapierbörse] [und] [am regulierten Markt der Frankfurter Wertpapierbörse] [und] [am regulierten Markt der Börse Düsseldorf] [•]) [in Höhe von [•]] werden von dem Anleger getragen.]</p> <p>[Entfällt. Es gibt keine geschätzten Kosten, die dem Anleger von der Emittentin oder dem Platzeur in Rechnung gestellt werden.]</p> <p>Wenn ein zukünftiger Anleger die Schuldverschreibungen von einem Dritten erwirbt, dann kann der von dem potentiellen Anleger zu entrichtende Kaufpreis einen Erlös des Dritten beinhalten, dessen Höhe von dem Dritten festgelegt wird.</p>

RISK FACTORS

Risk Factors regarding the Issuer

The following is a disclosure of risk factors that may affect DZ BANK's ability to fulfill its obligations under the Notes. Prospective investors should consider these risk factors before deciding to purchase Notes issued under this Programme.

Prospective investors should consider all information provided in this Prospectus or incorporated by reference into this Prospectus and consult with their own professional advisors if they consider it necessary. In addition, investors should be aware that the risks described may combine and thus intensify one another.

Furthermore, investors should be aware that the individual risks or the combination of the risks set out below may have a significant impact on the price of the Notes and a negative impact on the value of the investment.

Investors are exposed to the risk of insolvency of DZ BANK, i.e. its indebtedness or its inability to pay its debts (Issuer risk). A total loss of the invested capital is possible.

The risk related to DZ BANK's ability to fulfill its obligations under the Notes issued under this Programme is described by reference to the ratings assigned to DZ BANK. In case that DZ BANK as Issuer of the Notes does not meet its contractual obligations under the Notes, the investor in the Notes incurs a financial loss in the form of a loss of interest payments and repayments of principal.

DZ BANK is rated by S&P Global Ratings Europe Limited ("**S&P**")¹¹, Moody's Deutschland GmbH ("**Moody's**")¹² and by Fitch Deutschland GmbH¹³ ("**Fitch**", together with S&P and Moody's, the "**Rating Agencies**"). A rating is not a recommendation to buy, sell or hold Notes issued under this Programme and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. A suspension, reduction or withdrawal of the rating assigned to the Issuer may adversely affect the market price of the Notes issued under this Programme. The current ratings may be obtained from DZ BANK's website "www.dzbank.de".

As at the date of approval of this Prospectus, the ratings assigned to DZ BANK by the Rating Agencies were as follows:

S&P: **Issuer rating:** **AA-***
 short-term rating: **A-1+***

* joint rating for the Cooperative Financial Services Network (Genossenschaftliche FinanzGruppe)

S&P defines:

AA: An obligor rated 'AA' has very strong capacity to meet its financial commitments. It differs from the highest-rated obligors only to a small degree.

Note:

The ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.

¹¹ S&P is established in the European Community and registered since 31 October 2011 under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended, (the "**CRA Regulation**"). S&P is included in the "List of registered and certified CRA's" published by the European Securities and Markets Authority on its website (www.esma.europa.eu) in accordance with the CRA Regulation.

¹² Moody's is established in the European Community and registered since 31 October 2011 under the CRA Regulation. Moody's is included in the "List of registered and certified CRA's" published by the European Securities and Markets Authority on its website (www.esma.europa.eu) in accordance with the CRA Regulation.

¹³ Fitch is established in the European Community and registered since 31 October 2011 under the CRA Regulation. Fitch is included in the "List of registered and certified CRA's" published by the European Securities and Markets Authority on its website (www.esma.europa.eu) in accordance with the CRA Regulation.

A-1: An obligor rated 'A-1' has strong capacity to meet its financial commitments. It is rated in the highest category by S&P. Within this category, certain obligors are designated with a plus sign (+). This indicates that the obligor's capacity to meet its financial commitments is extremely strong.

Moody's: **Issuer rating:** **Aa1**
 short-term rating: **P-1**

Moody's defines:

Aa: Obligations rated Aa are judged to be of high quality and are subject to very low credit risk.

Note:

Moody's appends numerical modifiers 1, 2 and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

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

Fitch: **Issuer rating:** **AA-***
 short-term rating: **F1+***

* joint rating for the Cooperative Financial Services Network (Genossenschaftliche FinanzGruppe)

Fitch defines:

AA: Very high credit quality. 'AA' ratings denote expectations of very low default risk. They indicate very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events.

F1: Highest short-term credit quality. Indicates the strongest intrinsic capacity for timely payment of financial commitments; may have an added "+" to denote any exceptionally strong credit feature.

Note:

The modifiers "+" or "-" may be appended to a rating to denote relative status within major rating categories. Such suffixes are not added to 'AAA' ratings and ratings below the 'CCC' category. For the short-term rating category of 'F1', a "+" may be appended.

Risk Report

With regard to additional risk factors regarding the Issuer, see:

- "Combined opportunity and risk report" included in the "*Management report of DZ BANK AG*" which is incorporated into this Prospectus by reference to the pages 40 to 141 of the 2018 Annual Financial Statements and Management Report of DZ BANK AG; and
- "Combined opportunity and risk report" included in the "*Group management report*" which is incorporated into this Prospectus by reference to the pages 66 to 167 of the 2018 Annual Report of DZ BANK Group.

Risk Factors regarding the Notes

Risks relating to Notes generally

- ***Risk that Notes may not be a suitable investment for all investors***

Each prospective investor in Notes must determine the suitability of that investment in light of his own circumstances. In particular, each prospective investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement to this Prospectus;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of his particular financial situation and the investment(s) he is considering, an investment in the Notes and the impact the Notes will have on his overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes;
- understand thoroughly the Conditions of the relevant Tranche of Notes and be familiar with the behaviour of financial markets; and
- be able to evaluate (either alone or with the help of a financial advisor) possible scenarios for economic, interest rate and other factors that may affect his investment and his ability to bear the applicable risks.

- ***Rating risk***

One or more independent rating agencies may assign ratings to any tranche of Notes. Such ratings may not reflect the potential impacts of all risks related to structure, market, risk factors discussed herein or other factors that may affect the value of the Notes. A rating is not a recommendation to buy, sell or hold Notes issued under this Programme and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Consequences

Accordingly, an investor may suffer losses if the rating assigned to any Notes does not reflect all risks relating to such Notes. Negative changes in the rating assigned to the Notes may adversely affect the market price of the Notes issued under this Programme and may have a negative impact on the value of the investment made by an investor.

Risks related to the nature of the Notes

- ***Interest rate risk***

- ***Fixed Rate Notes / Step-up and/or Step-down Fixed Rate Notes:***

A holder ("**Holder**") of Fixed Rate Notes is exposed to the risk that interest rate levels rise and as a result, the market price of such Notes falls. While the nominal interest rate of Fixed Rate Notes as specified in the relevant Final Terms is fixed during the term of such Notes, the current interest rate on the capital market for issues of the same maturity ("**Market Interest Rate**") typically changes on a daily basis.

Consequences

As the Market Interest Rate changes, the price of Fixed Rate Notes also changes, but in the opposite direction. If the Market Interest Rate increases, the price of Fixed Rate Notes typically falls, until the yield of such Notes is approximately equal to the Market Interest Rate for comparable issues. If the Market Interest Rate falls, the price of Fixed Rate Notes typically increases, until the yield of such Notes is approximately equal to the Market Interest Rate for comparable issues. If a Holder of Fixed Rate Notes holds such Notes until maturity, changes in the Market Interest Rate are without relevance to such Holder as the Notes will be redeemed at the principal amount of such Notes. The same risk applies to Step-up Fixed Rate Notes and/or Step-down Fixed Rate Notes if the Market Interest Rates in respect of comparable Notes are higher than rates applicable to such Notes.

- **Floating Rate Notes:**

A Holder of Floating Rate Notes is particularly exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of Floating Rate Notes in advance.

Consequences

Floating Rate Notes may be structured to include multipliers or caps or floors, or a combination of those features. In such case, their market value may be more volatile than the market value for Floating Rate Notes that do not include these features. If the amount of interest payable is determined in conjunction with a multiplier greater than one, the effect of changes in the interest rates on interest payable will be increased. The effect of a maximum rate of interest ("**cap**") is that the amount of interest will never rise above and beyond the predetermined cap, so that a Holder will not be able to benefit from any actual favourable development beyond the cap. The profitability could therefore be considerably lower than that of similar Floating Rate Notes without a cap. Neither the current nor the historical value of the relevant floating rate of interest should be taken as an indication of the future development of such floating rate of interest during the term of any Notes.

- **Zero Coupon Notes:**

Zero Coupon Notes do not pay current interest but are typically issued at a discount from their nominal value. Instead of periodical interest payments, the difference between the redemption price and the issue price constitutes interest income until maturity and reflects the Market Interest Rate.

Consequences

A Holder of Zero Coupon Notes is exposed to the risk that interest rate levels rise and as a result, the market price of such Notes falls. Prices of Zero Coupon Notes are more volatile than prices of Fixed Rate Notes and are likely to respond to a greater degree to Market Interest Rate changes than interest bearing notes with a similar maturity.

- **Fixed to Floating Rate Notes:**

Fixed to Floating Rate Notes bear interest at a fixed rate for a specified period, followed by a floating interest period. The spread on the Fixed to Floating Rate Notes may be less favourable than the then prevailing spreads on comparable Floating Rate Notes relating to the same reference rate. In addition, the floating rate at any time may be lower than the interest rates payable on other Notes.

Consequences

During the fixed interest rate phase a Holder of Fixed to Floating Rate Notes bears the risk that interest rate levels rise and, as a result, the market price of the Notes falls. During the floating interest rate phase a Holder of Fixed to Floating Rate Notes bears the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of Fixed to Floating Rate Notes in advance. Fixed to Floating Rate Notes may include multipliers or caps, or any combination of those features with respect to their floating interest rate phase.

• **Termination and reinvestment risk**

The applicable Final Terms will indicate whether the Issuer may have an ordinary right to terminate the Notes prior to their stated maturity ("**Call Option**") on one or several dates determined beforehand or whether the Notes will be subject to early termination upon the occurrence of an event set out in the Terms and Conditions of Preferred Senior Notes, Preferred Senior Notes (with eligible liabilities criteria), Non-Preferred Senior Notes or Subordinated Notes ("**Early Termination Event**"). In the case of Preferred Senior Notes, for example, the Issuer will always have the right to terminate the Notes if the Issuer is required to pay additional amounts (gross-up payments) on the Notes for reasons of taxation.

Consequences

If the Issuer terminates the Notes prior to maturity or the Notes are subject to early termination due to an Early Termination Event, a Holder of such Notes is exposed to the risk that due to such early termination his investment may have a lower than expected yield. The Issuer can be expected to exercise his Call Option if the yield on comparable notes in the capital market has fallen, which means

that the Issuer exercises his right of termination at an unfavourable point in time for the Holder and the Holder may only be able to reinvest the amount received on less favourable conditions.

- **Risk in connection with a maximum rate of interest (cap)**

If the interest rate of an issue of Notes is not fixed, such issue may also be equipped with a maximum rate of interest ("**cap**").

Consequences

The effect of a cap is that the interest amount will never rise above and beyond the predetermined cap, so that a Holder will not be able to benefit from any actual favourable development beyond the cap. The yield of Notes with a cap can therefore be considerably lower than that of similar structured Notes without a cap. The Holder bears the risk that interest rate levels rise above the cap and that the market price of the Notes with a cap falls.

- **Currency risk**

Notes issued under this Programme may be issued in a currency other than euro. A change in the value of any foreign currency against the euro, for example, will result in a corresponding change in the euro value of Notes denominated in a currency other than euro. If the underlying exchange rate falls and the value of the euro correspondingly rises, the price of the Notes and the value of interest and principal payments made thereunder, expressed in euro, fall. Changes in currency exchange rates result from various factors such as macro-economic factors, speculative transactions and interventions by central banks and governments.

Consequences

A Holder of Notes denominated in a currency other than the local currency of such Holder is particularly exposed to the risk that the exchange rate of the currency relevant for the Notes changes to the Holder's disadvantage. This may affect the yield of such Notes. In addition, government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable currency exchange rate. As a result, investors may receive less principal and/or interest than expected, or no principal and/or interest.

- **Risks related to Chinese Renminbi denominated Notes**

The Chinese Renminbi is not freely convertible; there are significant restrictions on the remittance of Chinese Renminbi into and out of the The People's Republic of China

The Chinese Renminbi is not freely convertible at present. The People's Republic of China ("**PRC**") government continues to regulate conversion between the Chinese Renminbi and foreign currencies, including the Hong Kong dollar, despite the significant reduction in control by the PRC government in recent years over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions. The PRC government continues to promulgate regulations concerning the remittance of Chinese Renminbi into and out of the PRC. In 2011, the Ministry of Commerce of the PRC ("**MOFCOM**") and the People's Bank of China ("**PBOC**") promulgated various regulations and measures concerning foreign investment management, cross-border Chinese Renminbi settlement and foreign direct investment. There is no assurance that the PRC government will continue to gradually liberalise the control over crossborder Chinese Renminbi remittances in the future, that the pilot schemes for Chinese Renminbi cross-border utilisation will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Chinese Renminbi into or out of the PRC.

There is only limited availability of Chinese Renminbi outside the PRC, which may affect the liquidity of the Chinese Renminbi Notes and the Issuer's ability to source Chinese Renminbi outside the PRC to service the Chinese Renminbi Notes

As a result of the restrictions by the PRC government on cross-border Chinese Renminbi fund flows, the availability of Chinese Renminbi outside of the PRC is limited. While the PBOC has established Chinese Renminbi clearing and settlement mechanisms for participating banks in Hong Kong, Macau, Singapore and Taiwan through settlement agreements on the clearing of Chinese Renminbi business with Bank of China (Hong Kong) Limited in Hong Kong, Bank of China, Macau Branch in Macau, Industrial and Commercial Bank of China, Singapore Branch in Singapore and Bank of China, Taipei Branch in Taiwan (each a "**Chinese Renminbi Clearing Bank**"), and are in the process of establishing Chinese Renminbi clearing and settlement mechanisms in France, Germany and the United Kingdom (the "**Settlement Arrangements**"), the current size of Chinese Renminbi-

denominated financial assets outside the PRC is limited. There are restrictions imposed by the PBOC on Chinese Renminbi business participating banks in respect of crossborder Chinese Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Chinese Renminbi business participating banks do not have direct Chinese Renminbi liquidity support from the PBOC. The Chinese Renminbi Clearing Banks only have access to onshore liquidity support from the PBOC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In such cases, the participating banks will need to source Chinese Renminbi from the offshore market to square such open positions.

Although it is expected that the offshore Chinese Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the Settlement Arrangements will not be terminated or amended in the future which will have the effect of restricting availability of Chinese Renminbi offshore. Subject to the Terms and Conditions of the Chinese Renminbi Notes, the Issuer will make all payments of interest and principal with respect to the Chinese Renminbi Notes in Chinese Renminbi. The limited availability of Chinese Renminbi outside the PRC may affect the liquidity of the Chinese Renminbi Notes. To the extent the Issuer is required to source Chinese Renminbi in the offshore market to service the Chinese Renminbi Notes, there is no assurance that the Issuer will be able to source such Chinese Renminbi on satisfactory terms, if at all.

Payments in respect of the Chinese Renminbi Notes will only be made in the manner specified in the Terms and Conditions of the Notes

All payments in respect of the Chinese Renminbi Notes will be made, subject to the Terms and Conditions of the Notes, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System, solely by transfer to an account denominated in Chinese Renminbi maintained by the Clearing System with a bank outside the PRC. The Issuer cannot be required to make payment by any other means (including in any other currency, in bank notes, by cheque or draft, or by transfer to a bank account in the PRC). In the circumstances set out in the Terms and Conditions of the Notes relating to the unavailability of Chinese Renminbi, the Issuer is entitled to make payments in respect of the Chinese Renminbi Notes in US dollars.

Consequences

Investment in the Chinese Renminbi Notes is subject to exchange rate risks: The value of the Chinese Renminbi against the US dollar and other foreign currencies fluctuates and is affected by changes in the PRC and international political and economic conditions and by many other factors. Subject to the Terms and Conditions of the Chinese Renminbi Notes, the Issuer will make all payments of interest and principal with respect to the Chinese Renminbi Notes in Chinese Renminbi. As a result, the value of these Chinese Renminbi payments may vary with the changes in the prevailing exchange rates in the marketplace. If the value of the Chinese Renminbi depreciates against the US dollar or other foreign currencies, the value of a Holder's investment in US dollars or other applicable foreign currency terms will decline.

Risks related to the admission of the Notes to trading

- **Liquidity risk**

Application has been made to the Luxembourg Stock Exchange for Notes to be issued under this Programme to be admitted to trading on the Regulated Market "*Bourse de Luxembourg*" and to be listed on the Official List of the Luxembourg Stock Exchange. In addition, the Programme provides that Notes may be listed on other or further stock exchanges including, but not limited to, the Frankfurt Stock Exchange or Düsseldorf Stock Exchange or that Notes may not be listed at all.

Consequences

Regardless of whether the Notes are listed or not, a Holder bears the risk that there is no or hardly any exchange or off-floor trading in these Notes. The Notes can therefore not be sold at all or only with considerable price reductions. The fact that the Notes may be listed does not necessarily lead to greater liquidity as compared to unlisted Notes. If the Notes are not listed on any stock exchange, pricing information for such Notes may, however, be more difficult to obtain, which may adversely affect the liquidity of the Notes. The possibility to sell the Notes might additionally be restricted by country specific reasons.

- **Market price risk**

The development of market prices of the Notes depends on various factors, such as changes of market interest rate levels, the policy of central banks, overall economic developments, inflation rates or the lack of or excess demand for the relevant type of Notes.

Consequences

A Holder therefore bears the risk that the market price of these Notes falls as a result of the general development of the market. The Holder suffers a loss if he sells his Notes below the purchase price. If a Holder decides to hold the Notes until final maturity the Notes will be redeemed at the amount set out in the relevant Final Terms.

Regulatory Risks

- **SRM Regulation - Bail-in Tool and other resolution Tools**

Uniform rules and a uniform procedure for the resolution

Regulation (EU) No. 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund ("**SRM Regulation**"), amongst other things, provides the Single Resolution Board ("**SRB**") with a set of resolution tools and resolution powers. These include the power (i) to sell or merge the business operations or parts of the individual business units with another bank (*sale of business tool*), or (ii) to set up a temporary bridge bank to operate critical functions, rights or liabilities (*bridge institution tool*). Furthermore, among others, these include the power (iii) to separate sound assets from impaired assets or assets at risk of default (*asset separation tool*), or (iv) to write down, including the permanent write down to potentially zero, or convert relevant capital instruments and eligible liabilities (as defined in Article 3(1) No. (49) and (51) SRM Regulation) of the Issuer, including liabilities under the Notes, into equity of the Issuer or another legal entity ("**Bail-in Tool**"), or (v) to amend the terms and conditions of the Notes.

In the event of a resolution of the Issuer, the German resolution authority shall implement all decisions concerning such resolution addressed to it by the SRB. The SRB may only instruct the German resolution authority in accordance with the procedure set out in Article 18 SRM Regulation if the following conditions are met: (a) the Issuer is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of the Issuer within a reasonable timeframe and (c) a resolution action is necessary in the public interest. For those purposes, subject to the SRM Regulation, the German resolution authority shall exercise its powers under the German Act of 10 December 2014 on the Recovery and Resolution of Credit Institutions and Groups of Credit Institutions, as amended, (*Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen vom 10. Dezember 2014, in der jeweils gültigen Fassung, (Sanierungs- und Abwicklungsgesetz – "SAG")*) and in accordance with the conditions laid down in German law. For that purpose, the German resolution authority has, inter alia, the power to suspend any payment obligations of the Issuer or to modify the terms and conditions of the Notes.

Ranking of unsecured debt instruments in insolvency hierarchy

In this context Directive (EU) 2017/2399 of the European Parliament and of the Council of 12 December 2017 amending Directive 2014/59/EU as regards the ranking of unsecured debt instruments in insolvency hierarchy ("**Amending Directive**") has created a new class of non-preferred senior debts ranking senior to own funds instruments and other subordinated obligations in the form of Additional Tier 1 capital instruments as well as Tier 2 capital instruments, but having a lower ranking than obligations preferred by applicable law. On 21 July 2018, the Amending Directive became effective in the Federal Republic of Germany. Section 46f of the German Banking Act (*Gesetz über das Kreditwesen*) has been amended accordingly.

As a consequence, the Bail-in Tool will apply to the non-preferred senior Notes, prior to the application of such resolution tool to obligations preferred by applicable law, including among others unsecured and preferred senior Notes, and unsecured and preferred senior Notes (with eligible liabilities criteria) of the Issuer.

Characteristics of the Preferred Senior Notes (with eligible liabilities criteria)

In addition to the particular ranking of the eligible preferred senior Notes, their terms and conditions do not provide for any early redemption rights of the Holders or event of default. However, the Issuer

has the right to terminate the preferred senior Notes (with eligible liabilities criteria) for regulatory reasons. The terms and conditions of the preferred senior Notes (with eligible liabilities criteria) contain provisions that (i) such Notes are neither secured, nor subject to a guarantee from the Issuer or third parties that enhances the seniority of the claims of the Holders of such Notes, and (ii) claims arising from the preferred senior Notes (with eligible liabilities criteria) may not be set off against any claims of the Issuer.

Characteristics of the Non-Preferred Senior Notes

In addition to the particular ranking of the non-preferred senior Notes, their terms and conditions do not provide for any early redemption rights of the Holders or event of default. However, the Issuer has the right to terminate the non-preferred senior Notes for regulatory reasons. The terms and conditions of the non-preferred senior Notes contain provisions that (i) such Notes are neither secured, nor subject to a guarantee from the Issuer or third parties that enhances the seniority of the claims of the Holders of such Notes, and (ii) claims arising from the non-preferred senior Notes may not be set off against any claims of the Issuer. Furthermore, subject to applicable law, in the event of the resolution, liquidation or insolvency of the Issuer, the obligations under the non-preferred senior Notes will be fully subordinated to the claims of third party creditors of the Issuer under the present and future obligations preferred by applicable law, so that in any such event payments on the non-preferred senior Notes will not be made until the claims of third party creditors of the Issuer under the present and future obligations preferred by applicable law shall have been satisfied in full.

Consequences

There is no certainty that the Issuer will at all times have sufficient own funds instruments or other subordinated obligations in the form of Additional Tier 1 capital instruments or Tier 2 capital instruments to avoid the application of the Bail-in Tool to the non-preferred senior Notes, preferred senior Notes (with eligible liabilities criteria) and preferred senior Notes.

The described regulatory measures and, in case of senior Notes, the ranking of the senior Notes and, in case of preferred senior Notes (with eligible liabilities criteria) and non-preferred senior Notes, the characteristics of the preferred senior Notes (with eligible liabilities criteria) and the non-preferred senior Notes may materially adversely affect the rights of the Holder of the Notes including the loss of the entire or a substantial part of his investment and may have a negative impact on the market value of the Notes also prior to resolution or any insolvency proceedings.

- **Subordinated Notes**

Ranking of Subordinated Notes in insolvency hierarchy

The resolution regime described above under "SRM Regulation - Bail-in Tool and other resolution Tools" aims to ensure that holders of Common Equity Tier 1 capital instruments (as holders of capital stock) and holders of other own funds instruments bear losses first, and that other creditors only bear losses after such holders of Common Equity Tier 1 capital and other own funds instruments have borne losses in accordance with the hierarchy of creditors applicable in regular insolvency proceedings. Generally, no creditor should incur a greater loss than might have been incurred if the institution had been wound up under regular insolvency proceedings provided this principle does not prejudice the ability of the competent resolution authority to use any resolution measure but instead only culminates in a compensation claim that can be made by the person concerned. Accordingly, the resolution authorities will generally exercise their power under the Bail-in Tool in a particular ranking order so that (i) first, Common Equity Tier 1 capital instruments are reduced and the losses fully absorbed, (ii) thereafter, the principal amount of Additional Tier 1 capital instruments is written down to potentially zero on a permanent basis or converted into one or more Common Equity Tier 1 capital instruments, (iii) thereafter, the principal amount of Tier 2 capital instruments (such as the subordinated Notes) is written down to potentially zero on a permanent basis or converted into one or more Common Equity Tier 1 capital instruments and (iv) thereafter, certain eligible liabilities in accordance with the hierarchy of claims of the Issuer's creditors in normal insolvency proceedings are written down to potentially zero on a permanent basis or converted into one or more Common Equity Tier 1 capital instruments. Furthermore, the subordinated Notes may become subject to such write-down or conversion regardless of the resolution action at the point of non-viability.

Characteristics of the Subordinated Notes

In addition to the particular ranking of the subordinated Notes, their terms and conditions do not provide for any early redemption rights of the Holders or event of default. However, the Issuer has the right to terminate the subordinated Notes upon the occurrence of a regulatory event. The terms and

conditions of the subordinated Notes contain provisions that (i) such Notes are neither secured, nor subject to a guarantee from the Issuer or third parties that enhances the seniority of the claims of the Holders of such Notes, and (ii) claims arising from the subordinated Notes may not be set off against any claims of the Issuer. Furthermore, subject to applicable law, in the event of the resolution, liquidation or insolvency of the Issuer, the obligations under the subordinated Notes will be fully subordinated to the claims of third party creditors of the Issuer under the present and future obligations preferred by applicable law, so that in any such event payments on the subordinated Notes will not be made until the claims of third party creditors of the Issuer under the present and future obligations preferred by applicable law shall have been satisfied in full. Considering this subordination provision the Issuer is free to meet its obligations under the subordinated Notes also out of other free assets. Investors in the subordinated Notes should note that such are issued with the aim of being recognised as Tier 2 capital.

Consequences

There is no certainty that the Issuer will at all times have sufficient own funds instruments or other subordinated obligations in the form of Additional Tier 1 capital instruments to avoid the application of the Bail-in Tool to the subordinated Notes.

Therefore, the probability of claims resulting from the subordinated Notes proving unrecoverable in the event of the Issuer's insolvency or being bailed-in for loss absorption or recapitalisation purposes in the event of the Issuer's resolution is substantially higher than in the case of senior Notes and the holders of subordinated Notes are exposed to a significantly higher risk of losing their investment in whole or in part than the holders of senior Notes.

Accordingly, bank-specific recovery, reorganisation and resolution proceedings, including but not limited to measures by the competent resolution authorities under the SRM Regulation or the SAG in general, and the application of the Bail-in Tool and/or the exercising of write-down and conversion powers in relation to relevant capital instruments in particular, can severely affect the rights of the Holders of subordinated Notes, may result in the loss of the holder's investment in whole or in part, and may have a negative impact on the market value of the subordinated Notes even prior to the determination that the Issuer is failing or likely to fail or the adoption of resolution measures.

- **Benchmarks Regulation**

Changes and uncertainty in respect of EURIBOR and/or LIBOR

Various interest rate benchmarks (including the Euro Interbank Offered Rate ("**EURIBOR**") and the London Interbank Offered Rate ("**LIBOR**")) are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective, including 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 ("**Benchmarks Regulation**"), while others are still to be implemented.

Under the Benchmarks Regulation, which became effective as of 1 January 2018, new requirements will apply with respect to the provision of a wide range of benchmarks (including EURIBOR and LIBOR), the contribution of input data to a benchmark and the use of a benchmark within the European Union. In particular, the Benchmarks Regulation will, among other things, (i) require benchmark administrators to be authorised or registered in the European Union (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and to comply with extensive requirements in relation to the administration of benchmarks and (ii) prevent certain uses by EU-supervised entities of benchmarks of administrators that are not authorised or registered in the European Union (or, if non-EU-based, deemed equivalent or recognised or endorsed).

In March 2017, the European Money Markets Institute ("**EMMI**") published a position paper setting out the legal grounds for the proposed reforms to EURIBOR, which reforms aim to clarify the EURIBOR specification, to develop a transaction-based methodology for EURIBOR and to align the relevant methodology with the Benchmarks Regulation, the IOSCO Principles for Financial Benchmarks and other regulatory recommendations. The EMMI has since indicated that there has been a "change in market activity as a result of the current regulatory requirements and a negative interest rate environment" and "under the current market conditions it will not be feasible to evolve the current EURIBOR methodology to a fully transaction-based methodology following a seamless transition path". It is the current intention of the EMMI to develop a hybrid methodology for EURIBOR, "capable of adapting to the prevailing market conditions, and hence fit-for-purpose at all times".

The sustainability of LIBOR has been questioned by the UK Financial Conduct Authority as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of regulatory reforms) for market participants to continue contributing to such benchmark. On 27 July 2017, the UK Financial Conduct Authority has set a deadline of the end of 2021 after which it will no longer persuade or compel banks to submit data for LIBOR. It is expected that LIBOR will then cease to exist in its current form.

Consequences

These reforms and other factors may cause one or more interest rate benchmarks (including EURIBOR and LIBOR) to disappear entirely, to perform differently than in the past (as a result of a change in methodology or otherwise), create disincentives for market participants to continue to administer or participate in certain benchmarks or have other consequences which can not be predicted.

Based on the foregoing, investors should, in particular, be aware:

- that any of these reforms or factors described above or any other changes to a relevant interest rate benchmark (including EURIBOR and LIBOR) could affect the level of the published floating rate of interest and therefore the price of the Floating Rate Notes or Fixed to Floating Rate Notes, including to cause it to be lower and/or more volatile than it would otherwise be;
- that, if a relevant interest rate benchmark (including EURIBOR and LIBOR) is discontinued, then the Issuer will be entitled in accordance with the terms and conditions to substitute such relevant interest rate benchmark (including EURIBOR and LIBOR); or even terminate the Floating Rate Notes or Fixed to Floating Rate Notes (other than in the case of Subordinated Notes);
- that a substitution of a relevant interest rate benchmark (including EURIBOR and LIBOR) may have a material adverse effect on the value of and the payment of interest under the Floating Rate Notes or Fixed to Floating Rate Notes;
- of a reinvestment risk in case of termination of the Floating Rate Notes or Fixed to Floating Rate Notes by the Issuer (other than in the case of Subordinated Notes).

DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK, FRANKFURT AM MAIN

General Information, History and Development

Legal and Commercial Name, Place of Registration, Registration Number, Legal Entity Identifier

DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main is registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) in Frankfurt am Main under registration number HRB 45651. The legal entity identifier (LEI) is 529900HNOAA1KXQJUQ27.

Date of Incorporation

Merger of DZ BANK and WGZ BANK

At separate annual general meetings held on 21 June 2016 and 22 June 2016, the shareholders of WGZ BANK AG Westdeutsche Genossenschafts-Zentralbank ("**WGZ BANK**") and DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main ("**DZ BANK**") approved the merger of WGZ BANK into DZ BANK. Upon registration of the merger in the commercial register of the local court in Frankfurt am Main on 29 July 2016, DZ BANK became the successor of all rights and duties of WGZ Bank.

With respect to the further development towards a holding model agreed within the framework of the merger the following steps are planned: In the next years DZ BANK AG will concentrate its efforts – initially within a single legal unit – on keeping responsibilities for the activities of the holding and the corporate bank as separate from each other as possible. The legal form of the holding model – especially the separation of DZ BANK AG into two legal units – requires extensive preparation and examination. Decisions in this regard will need to be taken after implementation of the aforementioned measures from the year 2020 onwards.

History

In 2016, DZ BANK AG and WGZ BANK AG, Düsseldorf, merged to form a cooperative central bank for all cooperative banks in Germany under the existing name of DZ BANK AG. This saw the completion of a consolidation process between the cooperative central banks which had once started with more than 50 central institutions.

The origins of DZ BANK and its predecessor institutions as well as WGZ BANK date back to the 19th century. During this period, the first cooperatives were established in Germany against a backdrop of financing problems in farming and the craftsman trades. The initiators of the cooperative system included Friedrich Wilhelm Raiffeisen (1818-1888) and Hermann Schulze-Delitzsch (1808-1883). At the end of the 19th century, a second rural cooperative association supported by Wilhelm Haas (1839-1913) became widespread alongside the Raiffeisen organisation. It was also Haas who initiated the founding of the Landwirtschaftliche Genossenschaftsbank AG in Darmstadt in 1883. The regional central bank is the oldest "root" of DZ BANK. In 1895, a second "root" of DZ BANK was established in Berlin as the Preußische Zentralgenossenschaftskasse ("Preußenkasse"), the task of which was to promote the cooperative system.

In 1975, the "DG BANK" was formed from the successor institution "Deutsche Genossenschaftskasse" as a corporation under public law. By means of the Act governing the Transformation of Deutsche Genossenschaftsbank (Gesetz über die DG BANK), the bank was transformed into a public limited company. In 2001, the regional GZ-Bank AG was merged into DG BANK AG to form DZ BANK AG as the central cooperative institution and central bank for its affiliated cooperative banks.

Until the merger in 2016, WGZ BANK was the central institution for the cooperative banks in the Rhineland, Westphalia and the administrative districts of Koblenz and Trier in Rhineland-Palatinate. DZ BANK was the central institution for the cooperative banks in the rest of Germany. Following the merger of the two institutions and their consistent focus on the cooperative financial network, DZ BANK has expanded its cooperation with around 850 cooperative banks by offering cutting-edge products and services from one source.

Domicile, Address, Telephone Number, Legal Form, Legislation

DZ BANK's head office is located at Platz der Republik, 60325 Frankfurt am Main, Federal Republic of Germany, (Telephone: +49 69 7447-01).

DZ BANK is a stock corporation (*Aktiengesellschaft*) organised under German law. DZ BANK is authorised to conduct general banking business and to provide financial services, subject to the requirements set forth in the Banking Act (*Gesetz über das Kreditwesen*).

Cooperative Protection System

DZ BANK AG is affiliated with the bank-related protection scheme operated by BVR Institutssicherung GmbH (the "**BVR-ISG**") in accordance with the legal requirements of the Law on Deposit Guarantee dated 28 May 2015 (*Einlagensicherungsgesetz vom 28. Mai 2015 – "EinSiG"*). This bank-related protection scheme is officially recognised as a deposit guarantee scheme. Furthermore, DZ BANK AG is a member of the National Association of German Cooperative Banks (*Bundesverband der Deutschen Volksbanken und Raiffeisenbanken e.V. – "BVR"*) and affiliated with the protection scheme of the BVR (*Sicherungseinrichtung des BVR - the "Protection Scheme"*). BVR-ISG and the Protection Scheme together constitute the protection system of the Volksbanken Raiffeisenbanken cooperative financial network (*Sicherungssystem der genossenschaftlichen FinanzGruppe Volksbanken Raiffeisenbanken - the "Cooperative Protection System"*) and are of vital importance for the affiliated institutes as they are a decisive factor in maintaining the credit rating of these banks. The purpose of BVR-ISG and the Protection Scheme is to avert or remedy imminent or existing financial difficulties at the institutes affiliated with the Cooperative Protection System (Institute's Protection Scheme / *Institutsschutz*), that means to prevent insolvencies. Pursuant to the statutes, the affiliated institutes do not have any legal claim to assistance from BVR-ISG and the Protection Scheme or to their assets.

BVR-ISG

In the case of insolvency of an affiliated institute, BVR-ISG has to repay in the compensation case the deposits within the meaning of section 2 sub-paragraphs 3 to 5 EinSiG up to the maximum ceilings in accordance with section 8 EinSiG. Notes issued under this Prospectus will not be compensated.

Protection Scheme

In the case of insolvency of an affiliated institute, the protection of the Protection Scheme goes (in the compensation case) beyond the legal protection as described in the aforementioned paragraph. On the basis of its statutes the Protection Scheme protects, inter alia, all securitised liabilities issued in form of preferred senior notes by the affiliated institutes and held by non-banks. This also includes preferred senior Notes issued under this Programme. Subordinated notes, including the subordinated Notes issued under this Programme, are not protected within the scope of the Protection Scheme.

The Protection Scheme comprises a guarantee fund and a guarantee network. Under the terms of its statutes, DZ BANK has lodged a guarantee bond of up to EUR 141 million with the BVR (*Bundesverband der Deutschen Volksbanken und Raiffeisenbanken e.V.*) in support of the guarantee network in order to cover any eventualities. A utilisation in respect of this guarantee declaration is only made under the terms of the statutes of the Protection Scheme if the funds of the guarantee fund have been used up.

Description of the Liquidity

DZ BANK uses an **internal risk model** to determine liquidity risk over a time horizon of 1 year. The same model is used to determine liquidity risk at the level of the DZ BANK Group. All entities in the DZ BANK Group with a significant impact on liquidity risk are integrated into the model, which is used to simulate one risk scenario and four stress scenarios a day.

A **minimum liquidity surplus** figure is calculated for each scenario. This figure quantifies the minimum surplus cash that would be available if the scenario were to materialize suddenly within the next 12 months.

LIQUIDITY UP TO 1 YEAR IN THE STRESS SCENARIOS WITH DEFINED LIMITS: MINIMUM LIQUIDITY SURPLUSES

€ billion	<u>Forward cash exposure</u>		<u>Counterbalancing capacity</u>		<u>Minimum liquidity surplus</u>	
	31 Dec. 2018	31 Dec. 2017	31 Dec. 2018	31 Dec. 2017	31 Dec. 2018	31 Dec. 2017
Downgrading	-39.3	-44.7	61.8	77.2	22.5	32.5
Corporate crisis	-37.1	-47.2	50.1	63.3	13.0	16.1
Market crisis	-42.5	-51.5	58.2	76.3	15.7	24.8
Combination crisis	-42.1	-23.4	54.1	42.6	12.0	19.2

The liquidity risk value measured for the **DZ BANK Group** as at 31 December 2018 for the stress scenario with defined limits with the lowest minimum liquidity surplus (squeeze scenario) was EUR 12.0 billion (31 December 2017: EUR 16.1 billion). During the year under review, liquidity at the level of the DZ BANK Group did not, in any of the stress scenarios with defined limits, fall below the observation threshold of EUR 4.0 billion set by the Board of Managing Directors as the internal minimum target for 2018. Furthermore, it did not fall below the limit of EUR 1.0 billion or the external minimum target of EUR 0.0 billion at any time in the reporting period. The observation threshold and limit were unchanged compared with 31 December 2017.

The corresponding liquidity risk value attributable to **DZ BANK** as at 31 December 2018 was EUR 2.1 billion (31 December 2017: EUR 5.7 billion). The value is derived from the stress scenario with defined limits that has the lowest minimum liquidity surplus (squeeze scenario). The minimum liquidity surplus did not fall below the limit at any time in the year under review.

Business Overview

In its capacity as the central credit institution of the cooperative banks DZ BANK shall pursuant to its Articles of Incorporation further the aims of the entire cooperative system. An essential element of this statutory task of DZ BANK is the furtherance of the aims of the primary level of the cooperative system. The primary level of the cooperative system is made up of the cooperative banks in Germany (local cooperative banks, Sparda Banken, PSD Banken and specialised cooperative institutions). DZ BANK shall participate in the furtherance of the cooperative housing sector. Furthering the economic aims of the directly and indirectly shareholders is the basic policy from which all obligations of DZ BANK are derived. The shareholders have a corresponding obligation to support DZ BANK in the fulfilment of this duty. Mergers between cooperative credit institutions of the primary level and DZ BANK are not permitted.

DZ BANK is a company of the cooperative tradition. As central credit institution, it is responsible for the liquidity balancing for the affiliated cooperative banks and the institutions of the Volksbanken Raiffeisenbanken cooperative financial network.

DZ BANK may engage in all types of banking transactions that constitute the business of banking and in transactions complementary thereto, including the acquisition of equity investments. DZ BANK may also attain its objectives indirectly.

In exceptional cases DZ BANK may, for the purpose of furthering the cooperative system and the cooperative housing sector, deviate from ordinary banking practices in extending credit. In evaluating whether any extension of credit is justified, the liability of cooperative members may be taken into account to the extent appropriate.

DZ BANK is acting as a central bank, corporate bank and parent holding company of the DZ BANK Group. The DZ BANK Group forms part of the German Volksbanken Raiffeisenbanken cooperative financial network, which comprises around 850 cooperative banks and is one of Germany's largest financial services organisations measured in terms of total assets.

As a central institution, DZ BANK is strictly geared to the interests of the cooperative banks, which are both its owners and its most important customers. Using a customized product portfolio and customer-focused marketing, DZ BANK aims to ensure that the cooperative banks continually improve their competitiveness on the basis of their brands and - from the Issuer's point of view - a leading market position. In addition, DZ BANK is in its function as central bank for around 850 cooperative banks in Germany responsible for the liquidity management within the Volksbanken Raiffeisenbanken cooperative financial network.

As a corporate bank DZ BANK serves companies and institutions that need a banking partner that operates at the national level. DZ BANK offers the full range of products and services of an

international oriented financial institution with a special focus on Europe. DZ BANK also provides access to the international financial markets for its partner institutions and their customers.

DZ BANK's business activities include the four strategic business segments Retail Banking, Corporate Banking, Capital Markets and Transaction Banking.

Retail Banking

DZ BANK and its group companies provide the cooperative banks with a comprehensive range of Retail Banking products and services within the framework of a broadly-based financial services concept. Cooperative private banking focuses on the local cooperation of DZ BANK and its group companies with the individual cooperative banks and is based on different types of partnership. Within this structure, DZ BANK provides customized services, products and support to complement the products and services offered by the individual cooperative banks.

The key pillars of Retail Banking include the Private Customer Securities Business, Private Provision for the Future, Consumer Finance (especially under the brand name easyCredit) and Private Banking.

The private customer securities business is determined in particular by DZ BANK's investment certificates and accompanying range of services, as well as the investment funds of Union Investment.

The area of private provision for the future includes government funded products, life insurance and building society operations offered within the DZ BANK Group. Government funded products are offered by Union Investment (UniProfiRente), R+V Versicherung (R+V-RiesterRente) and Bausparkasse Schwäbisch Hall (Fuchs WohnRente). Life insurance is covered by R+V Versicherung. Bausparkasse Schwäbisch Hall is responsible for home savings.

Private Banking activities are run by the DZ PRIVATBANK Group as part of the DZ BANK Group. The DZ PRIVATBANK Group, which includes DZ PRIVATBANK S.A. and DZ PRIVATBANK (Schweiz) AG, offers decentralized services within the Volksbanken Raiffeisenbanken cooperative financial network that are geared to wealthy private customers. The DZ PRIVATBANK Group operates in the key business segments Private Banking, Lending Business and Investment Fund Business.

Corporate Banking

The Corporate Banking business segment of DZ BANK comprises the four regional corporate banking divisions for domestic Corporate Banking (North and East, West/Central, Baden-Württemberg and Bavaria), the Investment Promotion division and the Structured Finance division for business with German corporate customers and foreign customers with relation to Germany.

Domestic Corporate Banking

DZ BANK offers domestic corporate customers the full range of products and services of a corporate bank, directly or decentralized through the local cooperative bank. The holistic management concept is tailored to the needs of the customer and encompasses not only the products and solutions of corporate finance but also those of the DZ BANK Group (including R+V Versicherung, VR Smart Finanz, DZ HYP, Union Investment, VR Equitypartner).

To achieve maximum proximity to the local cooperative bank and the joint customers, domestic Corporate Banking is represented throughout Germany in four regions (North and East, Central/West, Baden-Württemberg and Bavaria) at a total of fourteen locations. The only exceptions to this regional principle are the multinational corporations with their headquarters in Germany and customers from the healthcare and film industries. These customers are served by Central Corporate Banking in Frankfurt and Munich respectively.

In the provision of these products and solutions, a distinction is made between the joint business with the Volksbanken Raiffeisenbanken for predominantly small and medium-sized enterprises (usually annual sales of EUR 5 to 50 million) and the Direct Customer business with large-sized enterprises (annual sales of EUR 50 million or more) and major corporate customers (annual sales of more than EUR 500 million).

In the **joint business**, the focus is on the partnership with the Volksbanken Raiffeisenbanken with their small and medium-sized corporate customers. The support services are rigorously and consistently geared to the principle of subsidiarity. The local cooperative banks are responsible for processing the market and for primary customer service.

In the joint business, the credit business continues to play a key role. Seven departments are responsible for processing the corporate customer exposures, especially in the Credit division; these are positioned according to sector and region and are located in Hanover, Frankfurt, Stuttgart, Düsseldorf, Münster and Munich.

Each Credit location has a regional competence center and a sector competence center for processing and servicing the joint credit customers. Special sector competence centers are responsible for processing and servicing loans with a volume of over EUR 5 million and special sector segments, such as renewable energies and agriculture, due to the special sector and risk expertise required for this.

For small-scale business, the Volksbanken Raiffeisenbanken make use of the largely standardized and process-optimized risk transfer products (SmartMeta).

In the **Direct Customer business**, DZ BANK offers individual, customized financing, investment and risk management solutions to large-sized enterprises and major corporate customers.

The financial and capital market instruments offered by DZ BANK to its direct customers range from traditional investment and working capital loans to structured finance and capital market products. This applies to both debt and equity finance as well as risk management.

In addition, DZ BANK offers these customers as well as the small and medium-sized corporate customers of the Volksbanken Raiffeisenbanken access to international (financial) markets. Support is provided by the German Desks in London, New York, Hong Kong and Singapore as well as by local representative offices.

Investment Promotion

The credit business of the Investment Promotion division serves projects in the German development loan market. Development loans divide up into residential, commercial and agricultural loans, with the focus on residential and commercial loans. Here DZ BANK primarily supports private residential housing construction and, in the commercial segment, above all business start-ups and finance for innovation projects.

Structured Finance

The Structured Finance division encompasses the following product areas: acquisition finance, foreign trade finance, foreign documentary business, finance loans, project finance (incl. renewable energies), syndicated loans as well as securitizations in the North America region. The division is also responsible for all foreign corporate customers outside German-speaking countries and for institutional customers in the emerging markets.

Capital Markets

DZ BANK conducts trading activities as part of its role as a central institution for the Volksbanken Raiffeisenbanken cooperative financial network and as a corporate bank for customers outside the cooperative financial network. DZ BANK acts as the gateway to the capital market for the cooperative banks and the Volksbanken Raiffeisenbanken cooperative financial network by providing investment financing and risk management products on the one hand, but also platforms (for example for advice, market information and client trading) and research and providing facilities for risk transfer (for example through hedging transactions) from the Volksbanken Raiffeisenbanken cooperative financial network and cash-pooling within the cooperative financial network.

DZ BANK AG's offering of capital markets products, platforms and advisory and support services is geared to the needs of the cooperative banks and their retail and corporate customers as well as to the companies within the cooperative financial network. In addition, capital market products and services are also offered for corporate clients of DZ BANK and banks and institutional customers outside the cooperative financial network.

Transaction Banking

In the Transaction Banking business segment, DZ BANK strengthens the competitiveness of the cooperative financial network by offering high-performance, efficient platforms. As Transaction Banking competence center, it pursues the goal of efficiently supporting the cooperative banks as well as the DZ BANK Group and external customers in exploiting market potentials. To achieve this, products and solutions are offered from the areas of payments processing, payment services, acquisition and handling of securities, custodian bank services and the handling of capital market products.

Holding, Verbund- and Corporate Bank

DZ BANK fulfills a holding function for the companies within the cooperative financial network belonging to the DZ BANK Group and coordinates their activities within the group. The companies of the DZ BANK Group assigned to the Holding include Bausparkasse Schwäbisch Hall, R+V Versicherung, TeamBank, Union Investment Group and DVB. The companies of the DZ BANK Group assigned to the sub-group Verbund- and Corporate Bank include DZ HYP, DZ PRIVATBANK and VR LEASING. The aforementioned companies of the DZ BANK Group constitute key pillars in the range of financial products and solutions (*Allfinanzangebot*) offered by the cooperative financial network.

Principal Markets

The business activities of DZ BANK and of the companies of the DZ BANK Group are mainly focused on the business territory of the cooperative banks in the Federal Republic of Germany. As at the date of approval of this Prospectus, and alongside its headquarters in Frankfurt am Main, DZ BANK is represented in the Federal Republic of Germany at the following locations: Berlin, Dresden, Düsseldorf, Hamburg, Hanover, Karlsruhe, Koblenz, Leipzig, Munich, Münster, Nuremberg, Oldenburg and Stuttgart.

As a corporate bank DZ BANK serves companies and institutions that need a banking partner that operates at national level. DZ BANK offers the full range of products and services of an international oriented financial institution with a special focus on Europe. To guarantee these functions DZ BANK maintains branches in London, New York, Hong Kong and Singapore and representative offices in the key financial centers and the most important economic regions throughout the world, and within the DZ BANK Group through companies of DZ PRIVATBANK S.A.

Organisational Structure

Description of the Group

The consolidated financial statements as at 31 December 2018 include, in addition to DZ BANK as the parent company, 25 (31 December 2017: 27) subsidiaries and 6 (31 December 2017: 6) subgroups comprising a total of 359 (31 December 2017: 401) subsidiaries.

The following table shows the principal shareholdings of DZ BANK as at 31 December 2018:

Banks

Name & registered office	Group company[*]	Shareholding (per cent)
Bausparkasse Schwäbisch Hall Aktiengesellschaft – Bausparkasse der Volksbanken und Raiffeisenbanken –, Schwäbisch Hall	•	96.9
Ceskomoravska stavebni sporitelna a.s., Prague		45.0
Fundamenta-Lakáskassza Zrt., Budapest	•	51.2
Prvá stavebná sporiteľna a.s., Bratislava		32.5
Zhong De Zuh Fang Chu Xu Yin Hang (Sino-German-Bausparkasse) Ltd., Tianjin		24.9
Schwäbisch Hall Kreditservice AG, Schwäbisch Hall	•	100.0
Banco Cooperativo Español S.A., Madrid		12.0
DZ HYP AG, Hamburg and Münster**	•	96.4
Deutsche WertpapierService Bank AG, Frankfurt am Main		50.0
DVB Bank SE, Frankfurt am Main	•	100.00
DZ PRIVATBANK S.A., Strassen, Luxembourg**	•	91.3
DZ PRIVATBANK (Schweiz) AG, Zurich	•	100.0
ReiseBank AG, Frankfurt am Main (indirect)	•	100.0
TeamBank AG Nürnberg, Nuremberg	•	92.4

^{*}) Consolidated in accordance with IFRS and total shareholding held by DZ BANK or relevant parent

^{**}) Letter of comfort (Patronatserklärung) from DZ BANK

Other specialised service providers

Name & registered office	Group company[*]	Shareholding (per cent)
VR Equitypartner GmbH, Frankfurt am Main	•	100.0
VR LEASING Aktiengesellschaft, Eschborn	•	100.0
VR DISKONTBANK GmbH, Eschborn	•	100.0
VR FACTOREM GmbH, Eschborn	•	100.0

^{*}) Consolidated in accordance with IFRS and total shareholding held by DZ BANK or relevant parent

Asset management companies

Name & registered office	Group company*	Shareholding (per cent)
Union Asset Management Holding AG, Frankfurt am Main	•	96.6
Quoniam Asset Management GmbH, Frankfurt am Main	•	100.0**
R+V Pensionsfonds AG, Wiesbaden (together with R+V Versicherung AG)	•	25.1
Union Investment Institutional GmbH, Frankfurt am Main	•	100.0
Union Investment Institutional Property GmbH, Hamburg	•	90.0
Union Investment Luxembourg S.A., Luxembourg	•	100.0
Union Investment Privatfonds GmbH, Frankfurt am Main	•	100.0
Union Investment Real Estate GmbH, Hamburg	•	94.5***

*) Consolidated in accordance with IFRS and total shareholding held by DZ BANK or relevant parent

***) Share of voting power

****) Incl. direct DZ BANK share

Insurance companies

Name & registered office	Group company*	Shareholding (per cent)
R+V Versicherung AG, Wiesbaden	•	92.1
Condor Allgemeine Versicherungs-Aktiengesellschaft, Hamburg	•	100.0
Condor Lebensversicherungs-Aktiengesellschaft, Hamburg	•	95.0
KRAVAG-Allgemeine Versicherungs-Aktiengesellschaft, Hamburg	•	76.0
KRAVAG-LOGISTIC Versicherungs-Aktiengesellschaft, Hamburg	•	51.0
R+V Allgemeine Versicherung Aktiengesellschaft, Wiesbaden	•	95.0
R+V Krankenversicherung AG, Wiesbaden	•	100.0
R+V Lebensversicherung AG, Wiesbaden	•	100.0
R+V Pensionsfonds AG, Wiesbaden (together with Union Asset Management Holding AG)	•	74.9

*) Consolidated in accordance with IFRS and total shareholding held by DZ BANK or relevant parent

Percentages in accordance with the International Financial Reporting Standards (IFRS) from the perspective of the relevant subgroup parent company

Trend Information**Statement of "No Material Adverse Change"**

There has been no material adverse change in the prospects of DZ BANK since 31 December 2018 (the date of the last published audited annual financial statements).

Management and Supervisory Bodies

DZ BANK's governing bodies are the Board of Managing Directors, the Supervisory Board and the General Meeting. The responsibilities of these various governing bodies are prescribed in the German Stock Corporation Act (*Aktiengesetz*) and in DZ BANK's Articles of Incorporation.

Board of Managing Directors

Pursuant to DZ BANK's Articles of Incorporation, the Board of Managing Directors consists of at least three members. The number of members constituting the Board of Managing Directors is determined by the Supervisory Board.

The Supervisory Board may appoint up to two Chairmen of the Board of Managing Directors and a Deputy Chairman.

As of the date of this Prospectus, the **Board of Managing Directors** consists of the following persons:

Name	Responsibilities within DZ BANK	Principal activities outside of DZ BANK (group companies are identified (*))
Uwe Fröhlich Co-Chief Executive Officer	<p>By division: Cooperative Banks/Verbund, Communication, Marketing, CR (Corporate Responsibility), Research and Economics, Strategy & Group Development, Structured Finance</p> <p>By region (Germany): Bavaria</p> <p>By region (International): New York, London, Singapore, Hong Kong</p>	<p>DZ HYP AG, Hamburg and Münster</p> <ul style="list-style-type: none"> - <i>Chairman of the Supervisory Board</i> (*) <p>DZ PRIVATBANK S.A., Strassen, Luxembourg</p> <ul style="list-style-type: none"> - <i>Chairman of the Supervisory Board</i> (*) <p>VR-LEASING Aktiengesellschaft</p> <ul style="list-style-type: none"> - <i>Chairman of the Supervisory Board</i> (*)
Dr. Cornelius Riese Co-Chief Executive Officer	<p>By division: Group Audit, Legal, Strategy & Group Development</p> <p>By region: Baden-Wuerttemberg</p>	<p>Bausparkasse Schwäbisch Hall Aktiengesellschaft - Bausparkasse der Volksbanken und Raiffeisenbanken -, Schwäbisch Hall</p> <ul style="list-style-type: none"> - <i>Chairman of the Supervisory Board</i> (*) <p>R+V Versicherung AG, Wiesbaden</p> <ul style="list-style-type: none"> - <i>Chairman of the Supervisory Board</i> (*) <p>TeamBank AG Nürnberg, Nuremberg</p> <ul style="list-style-type: none"> - <i>Chairman of the Supervisory Board</i> (*) <p>Union Asset Management Holding AG, Frankfurt am Main</p> <ul style="list-style-type: none"> - <i>Chairman of the Supervisory Board</i> (*)
Uwe Berghaus Member	<p>By division: Investment Promotion, Corporate Banking North and East, Corporate Banking West / Central, Corporate Banking Baden-Wuerttemberg, Corporate Banking Bavaria, Central Corporate Banking</p> <p>By region: North Rhine-Westphalia II, North Rhine-Westphalia IV</p>	<p>DZ HYP AG, Hamburg and Münster</p> <ul style="list-style-type: none"> - <i>Member of the Supervisory Board</i> (*) <p>EDEKABANK Aktiengesellschaft, Hamburg</p> <ul style="list-style-type: none"> - <i>Member of the Supervisory Board</i>

Name	Responsibilities within DZ BANK	Principal activities outside of DZ BANK (group companies are identified (*))
Dr. Christian Brauckmann Member	<p>By division: IT, Organisation¹⁴</p> <p>By region: North Rhine-Westphalia I, North Rhine-Westphalia III, Weser-Ems</p>	<p>Deutsche WertpapierService Bank AG, Frankfurt am Main - <i>Member of the Supervisory Board</i></p> <p>DZ PRIVATBANK S.A., Strassen, Luxembourg - <i>Deputy Chairman of the Supervisory Board (*)</i></p> <p>Fiducia & GAD IT AG - <i>Member of the Supervisory Board</i></p>
Ulrike Brouzi Member	<p>By division: Bank Finance, Compliance, Group Finance, Group Financial Services</p> <p>By region: Lower Saxony¹⁵, Bremen</p>	<p>Bausparkasse Schwäbisch Hall Aktiengesellschaft - Bausparkasse der Volksbanken und Raiffeisenbanken -, Schwäbisch Hall - <i>Member of the Supervisory Board (*)</i></p> <p>R+V Allgemeine Versicherung Aktiengesellschaft, Wiesbaden - <i>Member of the Supervisory Board (*)</i></p> <p>R+V Lebensversicherung Aktiengesellschaft, Wiesbaden - <i>Member of the Supervisory Board (*)</i></p> <p>Salzgitter AG, Salzgitter - <i>Member of the Supervisory Board</i></p> <p>Union Asset Management Holding AG, Frankfurt am Main - <i>Member of the Supervisory Board (*)</i></p>
Wolfgang Köhler Member	<p>By division: Capital Markets Trading, Capital Markets Institutional Clients, Capital Markets Retail Clients, Group Treasury</p> <p>By region: Hesse, Thuringia, Saxony</p>	<p>DVB Bank SE, Frankfurt am Main - <i>Chairman of the Supervisory Board (*)</i></p> <p>R+V Lebensversicherung Aktiengesellschaft, Wiesbaden - <i>Member of the Supervisory Board (*)</i></p>
Michael Speth Member	<p>By division: Group Risk Controlling, Credit, Credit Special</p> <p>By region: North Rhine-Westphalia V, Rhineland-Palatinate, Saarland</p>	<p>BAG Bankaktiengesellschaft, Hamm - <i>Member of the Supervisory Board</i></p> <p>DVB Bank SE, Frankfurt am Main - <i>Member of the Supervisory Board (*)</i></p> <p>DZ HYP AG, Hamburg and Münster - <i>Member of the Supervisory Board (*)</i></p> <p>R+V Versicherung AG, Wiesbaden - <i>Member of the Supervisory Board (*)</i></p> <p>VR-LEASING Aktiengesellschaft, Eschborn - <i>Deputy Chairman of the Supervisory Board (*)</i></p>
Thomas Ullrich ¹⁶ Member	<p>By division: Transaction Management, Operations, Payments & Accounts, Group Human Resources</p> <p>By region: Berlin, Brandenburg, Mecklenburg-Western Pomerania, Hamburg, Saxony-Anhalt, Schleswig-Holstein</p>	<p>Deutsche WertpapierService Bank AG, Frankfurt am Main - <i>Chairman of the Supervisory Board</i></p> <p>TeamBank AG Nürnberg, Nuremberg - <i>Deputy Chairman of the Supervisory Board (*)</i></p>

¹⁴ Not organised as division: tasks performed by four departments with direct reporting line.

¹⁵ Excluding the Weser-Ems region

¹⁶ Also employee relations director (Arbeitsdirektor)

DZ BANK shall be legally represented by two members of the Board of Managing Directors jointly or by one member of the Board of Managing Directors in conjunction with an authorised representative (*Prokurist*).

Supervisory Board

Pursuant to DZ BANK's Articles of Incorporation, the Supervisory Board shall consist of 20 members, nine of whom shall be elected by the shareholders and ten of whom shall be elected by the employees in accordance with the provisions of the German Co-Determination Act (*Mitbestimmungsgesetz*). The National Association of German Cooperative Banks (*Bundesverband der Deutschen Volksbanken und Raiffeisenbanken e.V.*) is entitled to appoint a member of its executive committee as a member of the Supervisory Board of DZ BANK.

As of the date of this Prospectus, the **Supervisory Board** consists of the following persons:

Name	Principal activity
Henning Deneke-Jöhrens Chairman	Chief Executive Officer Volksbank eG Hildesheim-Lehrte-Pattensen
Ulrich Birkenstock Deputy Chairman	Employee, R+V Allgemeine Versicherung AG
Martin Eul Deputy Chairman	Chief Executive Officer Dortmunder Volksbank eG
Heiner Beckmann Member	Senior Manager R+V Allgemeine Versicherung AG
Hermann Buerstedde Member	Employee, Union Asset Management Holding AG
Uwe Goldstein Member	Spokesman of the Board of Managing Directors Raiffeisenbank Frechen-Hürth eG
Timm Häberle Member	Chief Executive Officer VR-Bank Neckar-Enz eG
Dr. Peter Hanker Member	Spokesman of the Board of Managing Directors Volksbank Mittelhessen eG
Andrea Hartmann Member	Employee, Bausparkasse Schwäbisch Hall AG
Pilar Herrero Lerma Member	Employee, DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main
Dr. Dierk Hirschel Member	Head of Economic Policy Department ver.di Bundesverwaltung
Marija Kolak Member	President Bundesverband der Deutschen Volksbanken und Raiffeisenbanken e.V.
Renate Mack Member	Employee, DZ BANK AG Deutsche Zentral-Genossenschaftsbank,

	Frankfurt am Main
Rainer Mangels Member	Employee, R+V Rechtsschutz-Schadenregulierungs-GmbH
Stephan Schack Member	Chief Executive Officer Volksbank Raiffeisenbank eG, Itzehoe
Gregor Scheller Member	Chief Executive Officer Volksbank Forchheim eG
Uwe Spitzbarth Member	Head of the Financial Services Division ver.di Bundesverwaltung
Sigrid Stenzel Member	Regional Group Director ver.di Bavaria
Ingo Stockhausen Member	Chief Executive Officer Volksbank Oberberg eG
Dr. Wolfgang Thomasberger Member	Chief Executive Officer VR Bank Rhein-Neckar eG

A member's term of office shall terminate in accordance with section 102 sub-paragraph 1 of the German Stock Corporation Act (*Aktiengesetz*) at the latest at the end of the General Meeting which absolves the Supervisory Board members of liability for the fourth fiscal year after commencement of the term of office; the fiscal year in which the term commenced shall not be counted.

The General Meeting decides on the remuneration of the Supervisory Board and approves the attendance fees. Supervisory Board members who only belonged to the Supervisory Board for part of the fiscal year receive a correspondingly proportionate remuneration. Expenses are also reimbursed. Any statutory value-added tax payable on the remuneration, the attendance fee and the expenses shall be reimbursed by DZ BANK.

Address of the Board of Managing Directors and the Supervisory Board

The members of the Board of Managing Directors and the Supervisory Board may be contacted at DZ BANK's business address: DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Platz der Republik, 60325 Frankfurt am Main, Federal Republic of Germany.

General Meeting

The General Meeting of DZ BANK shall be held at the official location of DZ BANK or – upon resolution of the Supervisory Board – at other locations in the Federal Republic of Germany where DZ BANK maintains branches or offices or at the official location of one of DZ BANK's affiliated national enterprises.

The General Meeting shall be called by the Board of Managing Directors or, in the instances prescribed by law, by the Supervisory Board by publishing notice thereof in the Federal Gazette (*Bundesanzeiger*); such notice shall include the agenda and shall be published at least 30 days prior to the last day on which the shareholders must have given notice of their intention to attend the General Meeting. For the purpose of calculating such period, such day and the day of publication shall not be counted. If the shareholders are known to DZ BANK by name, a General Meeting may be called in the form set forth in section 121 sub-paragraph 4 of the German Stock Corporation Act (*Aktiengesetz*) as well as in text format or with the aid of other appropriate means of telecommunication. All other forms of calling a meeting permitted by law shall be permissible.

The General Meeting which absolves the Board of Managing Directors and the Supervisory Board members of liability, decides on the profit appropriation and - where necessary - approves the financial statements (Annual General Meeting) shall be held in the first six months of each fiscal year.

All shareholders who are registered in the Share Register (*Aktienregister*) and who have given timely notice of their intention to attend the General Meeting shall be entitled to attend.

Notice of intention to attend must be made in text format or by electronic means to be specified more precisely by DZ BANK and must be sent to DZ BANK by at least three calendar days before the General Meeting at the address stated for this in the notice of the General Meeting.

Only shareholders who themselves are entitled to attend the General Meeting, or one or several employees of DZ BANK appointed by DZ BANK to act as proxies, may act as proxies for another shareholder. In the case of legal persons, a proxy may be granted to a member of a corporate body or an employee of the own company or of another shareholder with respect to such legal person's own shares and/or the shares of another shareholder. A proxy must be granted in text format. DZ BANK may specify details that shall be published in the notice of the General Meeting.

The notice of the General Meeting may specify that participation in the General Meeting and in any votes taken by the General Meeting as well as the transmission of the General Meeting via other appropriate means of telecommunication, including electronic media, is allowed where legally permissible.

Furthermore, shareholders of cooperative holding companies are also entitled to attend the General Meeting as guests if the cooperative holding company is for its part shareholder of DZ BANK. Pre-condition for this is that the procedural regulation for guests to register attendance is observed as set forth in the Articles of Incorporation.

Each fully paid no-par share shall be entitled to one vote.

Conflict of Interests

There are no potential conflicts of interests between any duties to DZ BANK of the members of the Board of Managing Directors and the Supervisory Board and their private interests and/or other duties.

Major Shareholders

As at the date of approval of the Prospectus the subscribed capital amounts to EUR 4,926,198,081.75 and is divided into 1,791,344,757 no par shares (shares without nominal value) with a notional share in the subscribed capital of EUR 2.75 per no par share. These fully paid-up shares are registered and subject to restrictions on transferability. The registered shares with restricted transferability are not admitted to listing on any domestic nor any foreign stock exchange.

As at the date of approval of the Prospectus the group of shareholders is composed as follows:

- | | |
|---|----------------|
| • Cooperative banks (directly and indirectly) | 94.52 per cent |
| • Other cooperative societies | 4.88 per cent |
| • Others | 0.60 per cent |

No person exercises control over DZ BANK. DZ BANK is also not aware of any agreement which, when implemented, could mean a change in control of DZ BANK at a later date.

Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses

Historical Financial Information

The following documents shall be deemed to be incorporated in, and form part of, this Prospectus (see also section "Documents Incorporated by Reference"):

DZ BANK:

- the Management Report, the Balance sheet, the Income statement and the Notes (including the List of Shareholdings), the Responsibility Statement, the Independent auditor's report (Translation) for the fiscal year ended 31 December 2018, each document extracted from the 2018 Annual Financial Statements and Management Report of DZ BANK AG;
- the Management Report, the Balance sheet, the Income statement and the Notes (including the List of Shareholdings), the Responsibility Statement, the Independent auditor's report (Translation) for the fiscal year ended 31 December 2017, each document extracted from the 2017 Annual Financial Statements and Management Report of DZ BANK AG;

DZ BANK Group:

- the Group Management Report, the Income statement, the Statement of comprehensive income, the Balance sheet, the Statement of changes in equity, the Statement of cash flows, the Notes (including the segment information and the List of Shareholdings), the Responsibility Statement, the Independent auditor's report (Translation) for the fiscal year ended 31 December 2018, each document extracted from the 2018 Annual Report; and
- the Group Management Report, the Income statement, the Statement of comprehensive income, the Balance sheet, the Statement of changes in equity, the Statement of cash flows, the Notes (including the segment information and the List of Shareholdings), the Responsibility Statement, the Independent auditor's report (Translation) for the fiscal year ended 31 December 2017, each document extracted from the 2017 Annual Report.

The above mentioned documents will be published in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of DZ BANK AG (www.dzbank.de). In addition, copies of the above mentioned documents may be obtained in printed form, free of charge, upon request from DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Platz der Republik, 60325 Frankfurt am Main, Federal Republic of Germany.

Financial Statements / Accounting Policies**DZ BANK:**

The annual financial statements of DZ BANK for each of the fiscal years ended 31 December 2018 and 2017 have been prepared in accordance with the requirements of the German Commercial Code (*Handelsgesetzbuch*) and the Statutory Order on the Accounts of Banks and Financial Services Institutions (*Verordnung über die Rechnungslegung der Kreditinstitute und Finanzdienstleistungsinstitute*). At the same time, the annual financial statements comply with the provisions of the German Stock Corporation Act (*Aktiengesetz*), the Act governing the Transformation of Deutsche Genossenschaftsbank and the Articles of Incorporation (*Satzung*) of DZ BANK.

DZ BANK Group:

Pursuant to Regulation (EC) 1606/2002 of the European Parliament and of the Council of 19 July 2002, the consolidated financial statements of DZ BANK for each of the fiscal years ended 31 December 2018 and 2017 have been prepared in accordance with the provisions of the International Financial Reporting Standards (IFRS), as adopted by the European Union (EU). The provisions specified in section 315e (1) German Commercial Code (*Handelsgesetzbuch*) for companies whose securities are admitted to trading on a regulated market in the EU have also been applied in the consolidated financial statements of DZ BANK. In addition, further standards adopted by the German Accounting Standards Committee (*Deutsches Rechnungslegungs Standards Committee e.V.*) have generally been taken into account where such standards have been published in the German Federal Gazette by the Federal Ministry of Justice and Consumer Protection (*Bundesministerium der Justiz und für Verbraucherschutz*) pursuant to section 342 (2) of the German Commercial Code (*Handelsgesetzbuch*).

Auditing of Historical Annual Financial Information

The auditor of DZ BANK for the fiscal years ended 31 December 2018 and 2017 was Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft, Mergenthalerallee 3-5, 65760 Eschborn/Frankfurt am Main, Federal Republic of Germany.

Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft has audited the non-consolidated annual financial statements as well as the respective management report of DZ BANK AG and the consolidated financial statements as well as the respective group management report for the fiscal years ended 31 December 2018 and 2017 and has issued in each case an unqualified independent auditor's report thereon.

The auditor is a member of the Institute of Public Auditors in the Federal Republic of Germany, Incorporated Association (*Institut der Wirtschaftsprüfer in Deutschland e.V.*) and the Chamber of Public Accountants (*Wirtschaftsprüferkammer*).

Legal and Arbitration Proceedings

No governmental interventions, legal or arbitration proceedings were pending or concluded in the period of the last twelve months and which involved a company of the DZ BANK Group and which are having or recently had a significant effect on the financial position or profitability of DZ BANK or the DZ BANK Group. DZ BANK has no knowledge of any such interventions or proceedings that are pending or that might be commenced.

Nonetheless, DZ BANK and companies belonging to the DZ BANK Group can be involved in governmental, legal or arbitration proceedings within the framework of their business activities. Pursuant to applicable accounting rules, the DZ BANK Group makes provisions for potential losses from contingent liabilities relating to such proceedings, insofar as the potential loss is probable and can be estimated. The final liability may deviate from provisions made on the basis of predictions of the probable outcome of such proceedings.

Statement of "Significant Change in the Issuer's Financial Position"

There has been no significant change in the financial position of DZ BANK Group since 31 December 2018 (the date of the last published audited annual consolidated financial statements).

Material Contracts

Except in the event of political risk, DZ BANK has undertaken to ensure in proportion to its shareholding for the consolidated entity DZ PRIVATBANK S.A., Strassen, Luxembourg and in total for DZ HYP AG, Hamburg and Münster, that these companies are able to meet their contractual obligations. These companies are identified in the list of DZ BANK's shareholdings as being covered by a letter of comfort (*Patronatserklärung*). DZ BANK has also issued subordinated letters of comfort (*nachrangige Patronatserklärungen*) in respect of DZ BANK Capital Funding LLC I, DZ BANK Capital Funding LLC II, and DZ BANK Capital Funding LLC III, all based in Wilmington, USA. In addition, DZ BANK has issued five subordinated letters of comfort in respect of DZ BANK Perpetual Funding (Jersey) Limited, St. Helier, Jersey, each relating to different classes of preferred shares.

Documents on Display

Copies of the following documents may be obtained in printed form, free of charge, upon request at the registered office of DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Platz der Republik, 60325 Frankfurt am Main, Federal Republic of Germany:

- Articles of Incorporation (*Satzung*);
- Act governing the Transformation of Deutsche Genossenschaftsbank (*Gesetz zur Umwandlung der Deutschen Genossenschaftsbank*);
- 2018 Annual Financial Statements and Management Report of DZ BANK AG, including the audited Management Report of DZ BANK AG and the audited Annual Financial Statements of DZ

BANK AG, the Responsibility Statement, and the Independent auditor's report (Translation), in respect of the fiscal year ended 31 December 2018;

- 2018 Annual Report, including the audited DZ BANK Group Management Report and the audited Consolidated Financial Statements of DZ BANK Group, the Responsibility Statement, and the Independent auditor's report (Translation), in respect of the fiscal year ended 31 December 2018;
- 2017 Annual Financial Statements and Management Report of DZ BANK AG, including the audited Management Report of DZ BANK AG and the audited Annual Financial Statements of DZ BANK AG, the Responsibility Statement, and the Independent auditor's report (Translation), in respect of the fiscal year ended 31 December 2017; and
- 2017 Annual Report, including the audited DZ BANK Group Management Report and the audited Consolidated Financial Statements of DZ BANK Group, the Responsibility Statement, and the Independent auditor's report (Translation), in respect of the fiscal year ended 31 December 2017.

GENERAL DESCRIPTION OF THE PROGRAMME

Dealers

Under this Programme the Issuer may from time to time issue Notes (the "**Notes**") to one or more of the following Dealers: DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, DZ PRIVATBANK S.A. and any additional Dealer which will be appointed under the Programme from time to time by the Issuer, which appointment may be for a specific issue or on an ongoing basis.

Programme Limit

Under this Programme, Notes may be issued and outstanding in an unlimited aggregate principal amount.

Distribution of the Notes

Notes may be distributed by way of an offer or a public offer to non-qualified and/or qualified investors and, in each case, on a syndicated or non-syndicated basis. The method of distribution of each tranche (each a "**Tranche**") will be stated in the Final Terms.

Transferability of the Notes

The Notes issued under this Programme are freely transferable.

Tranches/Series

Notes will be issued in Tranches, each Tranche consisting of Notes which are identical in all respects. One or more Tranches, which are expressed to be consolidated and forming a single series and identical in all respects, but may have different issue dates, issue prices and/or dates for first interest payments, may form a series (the "**Series**") of Notes. Further Notes may be issued as part of an existing Series. The specific terms of each Tranche will be set forth in the Final Terms.

Currency

Subject to any applicable legal or regulatory restrictions and requirements of relevant central banks, the Issuer may issue Notes in euro or any other currency as agreed by the Issuer and the relevant Dealer(s).

Denomination

Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and as indicated in the Final Terms, save that the minimum denomination of the Notes will be, if in euro, EUR 1,000, if in any currency other than euro, in an amount in such other currency equal to or exceeding the equivalent of EUR 1,000 at the time of the issue of the Notes.

Issue Price

Notes may be issued at an issue price which is at par or at a discount to, or premium over, par as stated in the Final Terms. If the issue price is not specified in the Final Terms, it will be determined at the time of pricing on the basis of a yield which will be determined on the basis of the orders of the investors which are received by the relevant Dealer(s) during the offer period. Orders will specify a minimum yield and may only be confirmed at or above such yield. The resulting yield will be used to determine an issue price, all to correspond to the yield.

Method of Calculating the Yield

If Notes with fixed interest rates are not redeemable prior to their maturity, the yield for such Notes will be calculated by the use of the ICMA (*International Capital Market Association*) method which determines the effective interest rate of notes taking into account accrued interest on a daily basis.

Rating of the Notes

Notes issued pursuant to this Programme may be rated or unrated. A rating is not a recommendation to buy, sell or hold Notes issued under this Programme and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. A suspension, reduction or withdrawal of the rating assigned to the Notes issued under this Programme may adversely affect the market price of the Notes issued under this Programme.

Approval, Listing and admission to trading of the Notes

Application has been made to the CSSF, which is the Luxembourg competent authority for the purpose of the Prospectus Directive for its approval of this Prospectus. By approving this Prospectus, CSSF gives no undertaking as to the economic or financial soundness of the operation or the quality and solvency of the Issuer in line with Article 7 (7) of the Luxembourg Law.

Application has been made to the Luxembourg Stock Exchange for Notes issued under this Programme to be admitted to trading on the Regulated Market "*Bourse de Luxembourg*" which is a regulated market for the purposes of the MiFID II Directive, and to be listed on the Official List of the Luxembourg Stock Exchange. This Programme provides that Notes may be listed on other or further stock exchanges including, but not limited to, the Frankfurt Stock Exchange or Düsseldorf Stock Exchange, as may be agreed between the Issuer and the relevant Dealer(s) in relation to each Series. Notes may further be issued under the Programme which will not be listed on any stock exchange.

Notification

The Issuer has requested the CSSF to provide the competent authorities in the Federal Republic of Germany, the Republic of Austria, Ireland and the Kingdom of the Netherlands with a certificate of approval attesting that this Prospectus has been drawn up in accordance with the Luxembourg Law. The Issuer may request the CSSF to provide competent authorities in additional host Member States within the European Economic Area with a Notification. In this case, the Issuer will publish a supplement to this Prospectus in accordance with Article 13 of the Luxembourg Law.

Clearing Systems/Eurosystem Eligibility

Notes will be accepted for clearing through one or more clearing systems as specified in the Final Terms. These clearing systems will include those operated by Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("**CBF**"), Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg ("**CBL**") and/or Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brussels, Kingdom of Belgium ("**Euroclear**").

If specified in the Final Terms, the Notes (except for the non-preferred senior Notes and the subordinated Notes) are intended to be held in a manner, which would allow Eurosystem eligibility. Therefore, the Notes (except for the non-preferred senior Notes and the subordinated Notes) will be deposited initially upon issue with in the case of (i) a new global note, either CBL or Euroclear as common safekeeper or, (ii) a global note, CBF. It does not necessarily mean that the Notes (except for the non-preferred senior Notes and the subordinated Notes) will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Fiscal Agents/Paying Agents

Deutsche Bank Aktiengesellschaft with its registered office in Frankfurt am Main will act as fiscal agent (the "**Fiscal Agent**"), or DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main with its registered office in Frankfurt am Main will act as German fiscal agent (the "**German Fiscal Agent**"). DZ PRIVATBANK S.A., Luxembourg, Grand Duchy of Luxembourg, and other institutions, all as indicated in the applicable Final Terms will act as paying agents (the "**Paying Agents**"). DZ PRIVATBANK S.A., Luxembourg will also act as Luxembourg listing agent (the "**Luxembourg Listing Agent**").

ISSUE PROCEDURES

The Issuer and the relevant Dealer(s) will agree on the terms and conditions applicable to each particular Tranche of Notes (the "**Conditions**"). The Conditions will be constituted by the Terms and Conditions of Notes set forth below (the "**Terms and Conditions**") as substantiated by the provisions of PART I of the applicable Final Terms. Each global note representing the Notes of the relevant Series will have the Conditions attached.

PART I of the Final Terms relating to each Tranche of Notes will specify whether the Conditions will be in the **English language** or the **German language** or both (and, if both, whether the English language version or the German language version is controlling and binding). As to the **controlling language** of the respective Conditions, the Issuer anticipates that, in general, subject to any stock exchange or legal requirements applicable from time to time, and unless otherwise agreed between the Issuer and the relevant Dealer(s):

In the case of Notes publicly offered, in whole or in part, in the Federal Republic of Germany, or distributed, in whole or in part, to non-qualified investors in the Federal Republic of Germany, German will be the controlling language. If, in the event of such public offer or distribution to non-qualified investors, however, English is chosen as the controlling language, a German language translation of the Conditions will be available from the principal offices of the Fiscal Agent and the Issuer, each as specified on the back cover of this Prospectus.

TERMS AND CONDITIONS OF THE NOTES
(ENGLISH LANGUAGE VERSION)

*The Terms and Conditions of the Notes (the "**Terms and Conditions**") are set forth below and comprise **A.** the Terms and Conditions of Preferred Senior Notes, **B.** the Terms and Conditions of Preferred Senior Notes (with eligible liabilities criteria), **C.** the Terms and Conditions of Non-Preferred Senior Notes and **D.** the Terms and Conditions of Subordinated Notes:*

***A.** The Terms and Conditions of Preferred Senior Notes comprise Terms and Conditions that apply to A1. Series of Fixed Rate Preferred Senior Notes, A2. Series of Floating Rate Preferred Senior Notes, A3. Series of Zero Coupon Preferred Senior Notes or A4. Series of Fixed to Floating Rate Preferred Senior Notes;*

***B.** The Terms and Conditions of Preferred Senior Notes (with eligible liabilities criteria) comprise Terms and Conditions that apply to B1. Series of Fixed Rate Preferred Senior Notes (with eligible liabilities criteria) or B2. Series of Floating Rate Preferred Senior Notes (with eligible liabilities criteria);*

***C.** The Terms and Conditions of Non-Preferred Senior Notes comprise Terms and Conditions that apply to C1. Series of Fixed Rate Non-Preferred Senior Notes or C2. Series of Floating Rate Non-Preferred Senior Notes;*

***D.** The Terms and Conditions of Subordinated Notes comprise Terms and Conditions that apply to D1. Series of Fixed Rate Subordinated Notes, D2. Series of Floating Rate Subordinated Notes or D3. Series of Fixed to Floating Rate Subordinated Notes.*

The relevant Series of Notes is issued either pursuant to the Amended and Restated Agency Agreement dated 31 May 2019 (the "**Agency Agreement**") between DZ BANK and Deutsche Bank Aktiengesellschaft as fiscal agent (the "**Fiscal Agent**", which expression shall include any successor fiscal agent thereunder) and the other parties named therein if for the relevant Series of Notes Deutsche Bank Aktiengesellschaft shall act as Fiscal Agent; or

pursuant to the Amended and Restated German Fiscal Agency Rules dated 31 May 2019 (the "**Agency Agreement**") promulgated by DZ BANK in its capacity as Issuer and as fiscal agent (the "**German Fiscal Agent**", which expression shall include any successor fiscal agent thereunder) and the other parties named therein if for the relevant Series of Notes DZ BANK shall act as Fiscal Agent.

The provisions of the following Terms and Conditions apply to the Notes as substantiated by the provisions of PART I of the Final Terms which are attached hereto. The provisions of PART I of the Final Terms and the Terms and Conditions, taken together, shall constitute the terms and conditions applicable to each particular Tranche of Notes (the "**Conditions**"). Copies of the Conditions may be obtained free of charge at the specified office of the Fiscal Agent and at the specified office of any Paying Agent provided that, in the case of the Notes which are not listed on any stock exchange, copies of the relevant Conditions will only be available to Holders of such Notes.

A. TERMS AND CONDITIONS OF PREFERRED SENIOR NOTES

A1. Terms and Conditions of Fixed Rate Preferred Senior Notes

§ 1

Currency / Denomination / Form / Definitions

(1) *Currency, Denomination.* This Series of preferred senior notes (the "**Notes**") of DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**") is being issued in the currency as specified in the Final Terms, and in the aggregate principal amount as specified in the Final Terms (subject to sub-paragraph (7) if the Final Terms specify that the global note is a new global note ("**NGN**"), and in the denomination as specified in the Final Terms (the "**Specified Denomination**" or the "**Principal Amount**").

(2) *Form.* The Notes are issued in bearer form and represented by one or more global notes (each a "**Global Note**").

(3) *The following sub-paragraph applies if the Final Terms specify that the Notes are represented by a Permanent Global Note.*

Permanent Global Note. The Notes are represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Permanent Global Note shall be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(4) *The following sub-paragraphs apply if the Final Terms specify that the Notes are initially represented by a Temporary Global Note.*

(a) *Temporary Global Note.* The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall each additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(b) *Exchange.* The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date (the "**Exchange Date**") 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that any beneficial owner of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this sub-paragraph (b). Any Notes delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined sub-paragraph (c)).

(c) *United States.* For purposes of sub-paragraph (b), "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(5) *Clearing System.* The Global Note will be kept in custody by or on behalf of a Clearing System. For these purposes and as specified in the Final Terms, "**Clearing System**" means

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("**CBF**"); or

(b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg ("**CBL**"); and/or

(c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brussels, Kingdom of Belgium ("**Euroclear**").

CBL and Euroclear are each an international central securities depository ("**ICSD**" and together the "**ICSDs**").

The following sub-paragraph applies if the Final Terms specify that the Notes are kept in custody on behalf of the ICSDs and the Global Note is a NGN.

The Notes are issued in NGN form and are kept in custody by a common safekeeper on behalf of both ICSDs.

The following sub-paragraph applies if the Final Terms specify that the Notes are kept in custody on behalf of the ICSDs and the Global Note is a classical global note ("**CGN**").

The Notes are issued in CGN form and are kept in custody by a common depository on behalf of both ICSDs.

(6) *Holder of Notes.* "**Holder**" is any holder of a proportionate co-ownership or other right in the Notes.

(7) *The following sub-paragraphs apply if the Final Terms specify that the Global Note and the Temporary Global Note, respectively, are a NGN.*

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

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

On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered *pro rata* in the records of the ICSDs.

§ 2 Interest

The following sub-paragraph applies if the Final Terms specify that the Notes shall bear interest at a fixed rate throughout their entire term.

(1) *Rate of Interest/Interest Payment Dates.* Subject to § 4 sub-paragraph (1) or § 4 sub-paragraph (2) of these Terms and Conditions (if the Final Terms specify the option of early redemption), the Notes will bear interest on the Specified Denomination from and including the interest commencement date as specified in the Final Terms (the "**Interest Commencement Date**") up to but excluding the Maturity Date pursuant to § 3 of these Terms and Conditions at the rate of interest per annum as specified in the Final Terms (the "**Rate of Interest**"). Interest will be payable in arrears on each date as specified in the Final Terms (the "**Interest Payment Date**") and on the Maturity Date. If broken interest amounts are payable on the Notes (short/long first/last coupon), such amounts will be specified in the Final Terms.

The following sub-paragraph applies if the Final Terms specify that the Notes shall bear interest at fixed rates that step up and/or step down over the term.

(2) *Rates of Interest/Interest Payment Dates.* Subject to § 4 sub-paragraph (1) or § 4 sub-paragraph (2) of these Terms and Conditions (if the Final Terms specify the option of early redemption), the Notes will bear interest on the Specified Denomination from and including the interest commencement date as specified in the Final Terms (the "**Interest Commencement Date**") up to but excluding the Maturity Date pursuant to § 3 of these Terms and Conditions at the increasing and/or decreasing rates of interest per annum as specified in the Final Terms (the "**Rates of Interest**"). Interest will be payable in arrears on each date as specified in the Final Terms (the "**Interest Payment Date**") and on the Maturity Date. If broken interest amounts are payable on the Notes (short/long first/last coupon), such amounts will be specified in the Final Terms.

(3) *Business Day Convention.* If any Interest Payment Date would otherwise fall on a day which is not a Business Day in accordance with sub-paragraph (e), then,

- (a) if the Final Terms specify "**Modified Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Interest Payment Date shall be the immediately preceding Business Day; or
- (b) if the Final Terms specify "**FRN Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the period as specified in the Final Terms after the preceding applicable Interest Payment Date; or
- (c) if the Final Terms specify "**Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (d) if the Final Terms specify "**Preceding Business Day Convention**", such Interest Payment Date shall be the immediately preceding Business Day.

The following sub-paragraph applies if the Final Terms specify that interest shall be adjusted.

Adjustment of Interest. If the due date for payment is brought forward or postponed, the amount of interest shall be adjusted accordingly.

The following sub-paragraph applies if the Final Terms specify that interest shall not be adjusted.

No Adjustment of Interest. The Holder shall not be entitled to further interest or other payment in respect of any such postponement.

- (e) *Business Day.* For purposes of sub-paragraphs (a), (b), (c) or (d) and as specified in the Final Terms, "**Business Day**" means
- (i) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) settle payments; or
 - (ii) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.
- (4) *Accrual of Interest.* The Notes shall cease to bear interest from the expiry of the day preceding the day on which they are due for redemption. If the Issuer shall fail to redeem the Notes in full or in part on the Maturity Date pursuant to § 3 of these Terms and Conditions, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes from the Maturity Date pursuant to § 3 of these Terms and Conditions until the expiry of the day preceding the day of the actual redemption of the Notes at the default rate of interest established by law¹⁷.
- (5) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less or more than a full year, such interest shall be calculated on the basis of the Day Count Fraction as defined in sub-paragraph (6) below and as specified in the Final Terms.
- (6) *Day Count Fraction.* "**Day Count Fraction**" means, in respect of the calculation of the interest amount on any Note for any period of time (the "**Calculation Period**"):
- (a) if "**Actual/Actual (ICMA Rule 251)**" is specified in the Final Terms,
 - (aa) in the case that the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the "**Number of ICMA Determination Dates in one calendar year**" (as specified in the Final Terms); or
 - (ab) in the case that the Calculation Period is longer than the Determination Period (as defined below) during which the Calculation Period ends, the sum of
 - (i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year; and
 - (ii) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year.
- "**Determination Period**" means the period from, and including, an "**ICMA Determination Date**" (as specified in the Final Terms) to, but excluding, the next ICMA Determination Date (including, where the Interest Commencement Date is not an ICMA Determination Date, the period commencing on the first ICMA Determination Date prior to the Interest Commencement Date, and where the final Interest Payment Date is not an ICMA Determination Date, the first ICMA Determination Date falling after the final Interest Payment Date); or
- (b) if "**Actual/365 (Fixed)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365; or
 - (c) if "**Actual/365 (Sterling)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366; or
 - (d) if "**Actual/360**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 360; or
 - (e) if "**30/360, 360/360 or Bond Basis**" is specified in the Final Terms, the number of days in the Calculation 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 (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation 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 (B) the last day of the Calculation 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); or
 - (f) if "**30E/360 or Eurobond Basis**" is specified in the Final Terms, the number of days in the Calculation Period divided by 360 (such 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 Calculation Period unless, in the case of the final Calculation Period, the

¹⁷ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 German Civil Code (Bürgerliches Gesetzbuch).

Maturity Date 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.

§ 3 Redemption

Redemption at Final Maturity. Unless previously redeemed or repurchased and cancelled, the Issuer will redeem the Notes at par on the maturity date (the "**Maturity Date**") as specified in the Final Terms.

§ 4 Early Redemption

(1) *The following sub-paragraph applies if the Final Terms specify that the Notes are subject to Early Redemption at the option of the Issuer (Call Option):*

Early Redemption at the option of the Issuer (Call Option). In addition to the right to terminate the Notes pursuant to § 9 sub-paragraph (2) (b) of these Terms and Conditions, the Issuer shall have the right upon giving notice in accordance with § 12 of these Terms and Conditions to terminate the Notes, in whole but not in part, subject to a "**Minimum Notice Period**" (as specified in the Final Terms), with effect to the "**Call Redemption Date(s)**" (as specified in the Final Terms) at their respective Early Redemption Amount pursuant to § 5 sub-paragraph (3) of these Terms and Conditions.

(2) *The following sub-paragraph applies if the Final Terms specify that the Notes are subject to Early Redemption at the option of a Holder (Put Option):*

Early Redemption at the option of a Holder (Put Option). In addition to the right to terminate the Notes pursuant to § 5 sub-paragraph (1) of these Terms and Conditions, each Holder shall have the right to terminate its Notes, subject to a "**Minimum Notice Period**" (as specified in the Final Terms), with effect to the "**Put Redemption Date(s)**" (as specified in the Final Terms). The Issuer shall, at the option of a Holder of any Note, redeem such Note on the Put Redemption Date(s) (as specified in the Final Terms) at the respective Early Redemption Amount pursuant to § 5 sub-paragraph (3) of these Terms and Conditions.

In order to exercise such option, a Holder must send to the office of the Fiscal Agent (as specified in the Final Terms) a notice in text format (*Textform*) in the German or English language ("**Termination Notice**"). The Termination Notice must be received at the latest by 5:00 p.m. (Frankfurt time) on the Business Day preceding the first Business Day of a minimum notice period (as specified in the Final Terms). Otherwise, the option shall not have been validly exercised. The Termination Notice must specify

- (a) the aggregate principal amount of the Notes in respect of which such option is exercised;
- (b) the securities identification numbers; and,
- (c) if the Final Terms specify CBF as Clearing System, contact details as well as a bank account.

A form of a Termination Notice is available at the office of the Fiscal Agent (as specified in the Final Terms) and may be used which includes further information. Evidence that such Holder at the time the Termination Notice is given is the Holder of the relevant Notes shall be attached to the Termination Notice. Such proof may be furnished in the form of a certificate provided by the Custodian (as defined in § 13 subparagraph (3) of these Terms and Conditions) or in other appropriate manner. A Termination Notice, once validly given, is irrevocable. The Issuer shall only be required to redeem the Notes in respect of which such option is exercised against delivery of such Notes to the Issuer or to its order.

(3) *The following sub-paragraph applies if the Final Terms specify that the Notes are not subject to Early Redemption at the option of the Issuer and/or of a Holder:*

No Early Redemption at the option of the Issuer and/or of a Holder. Neither the Issuer nor any Holder shall be entitled to any termination of the Notes.

§ 5 Events of Default / Early Redemption Amount

(1) *Events of Default.* Each Holder shall be entitled to terminate the Notes for good cause (*aus wichtigem Grund*) and to demand the immediate redemption thereof at an amount calculated according to sub-paragraph (3). A good cause (*wichtiger Grund*) exists, in particular, if

- (a) the Issuer is in default for a period of more than 30 days in the payment of amounts on the Notes as and when the same shall become due and payable; or
- (b) the Issuer fails duly to perform any other obligation arising from these Terms and Conditions and such failure continues for more than 45 days after the Fiscal Agent has received a notice in text format (*Textform*) thereof from a Holder demanding the performance or observance of such obligation; or
- (c) the Issuer suspends payments or announces its inability to pay its debts; or
- (d) any insolvency proceedings against the Issuer are ordered by a court or such proceedings are instituted and not being ceased or stayed within 60 days, or the competent supervisory authority or the resolution authority for the Issuer, respectively, applies for any such proceedings; or

- (e) the Issuer goes into liquidation unless this is done in connection with a merger, consolidation or other form of combination with another company or in connection with a conversion and the other or new company assumes all obligations contracted by the Issuer in connection with these Terms and Conditions.

The right to declare Notes due shall terminate if the situation giving rise to such right has been cured before the right is exercised.

(2) *Notice.* Any notice or termination in accordance with sub-paragraph (1) shall be made by means of a declaration in text format (*Textform*) in the German or English language to the specified office of the Fiscal Agent (as specified in the Final Terms) together with proof that such Holder at the time of such notice or termination is the Holder of the relevant Notes. Such proof may be furnished in the form of a certificate provided by the Custodian (as defined in § 13 sub-paragraph (3) of these Terms and Conditions) or in other appropriate manner.

(3) *Early Redemption Amount.* In case of a termination pursuant to sub-paragraph (1), § 4 sub-paragraph (1), § 4 sub-paragraph (2) or § 9 sub-paragraph (2) (b) of these Terms and Conditions, the redemption shall be made at an amount to be determined in accordance with the following provision (the "**Early Redemption Amount**"):

The Early Redemption Amount is the Principal Amount plus accrued interest, if any.

§ 6

Payments / Fiscal Agent / Paying Agent / Calculation Agent

(1) *Payments of Principal and/or Interest/Discharge.* Any amounts payable under these Terms and Conditions shall be paid by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders for subsequent transfer to the Holders. The Issuer will be discharged from its payment obligation to the Holders by payment to, or to the order of, the Clearing System.

(2) *The following sub-paragraph applies if the Final Terms specify, that interest is payable on a Temporary Global Note.*

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to sub-paragraph (3), by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders, upon due certification as provided in § 1 sub-paragraph (4) (b) of these Terms and Conditions, for subsequent transfer to the Holders.

(3) *Manner of Payment.*

(a) *The following sub-paragraph applies if the Notes are denominated in a currency other than Chinese Renminbi:*

Payments of amounts due on the Notes shall be made in the freely convertible currency as specified in the Final Terms which on the respective due date is the legal currency of the country of the specified currency. Notwithstanding the provisions of § 9 of these Terms and Conditions, payments of amounts due on the Notes will be subject in all cases to (i) any fiscal and other laws and regulations applicable thereto in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (commonly known as FATCA), any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

(b) *The following sub-paragraph applies if the Notes are denominated in Chinese Renminbi:*

Payments of amounts due on the Notes shall be made in Chinese Renminbi, solely by transfer to an account maintained by the Clearing System with a bank outside the People's Republic of China. Notwithstanding the provisions of § 9 of these Terms and Conditions, payments of amounts due on the Notes will be subject in all cases to (i) any fiscal and other laws and regulations applicable thereto in the place of payment, and subject to the below sub-paragraph and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (commonly known as FATCA), any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

If the Issuer determines that the amount payable on the respective Payment Date is not available to it in Chinese Renminbi for reasons beyond its control or that Chinese Renminbi or any successor currency to it provided for by law is not permitted to be used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in US dollar on, or as soon as reasonably practicable after, the respective Payment Date on the basis of the Applicable Exchange Rate (as defined below). Holders shall not be entitled to further interest or any other payment as a result thereof. The "**Applicable Exchange Rate**" shall be the Spot Rate (as defined below) on the second Determination Business Day (as defined below) prior to such payment (hereinafter referred to as "**Determination Date**") or, if such rate is not available on the Determination Date, the Spot Rate most recently available prior to such Determination Date, as determined by the calculation agent as specified in the Final Terms (the "**Calculation Agent**").

"**Spot Rate**" means the most recently available US dollar/Chinese Renminbi official fixing rate with a two-days value date as reported by The State Administration of Foreign Exchange of the People's Republic of China and determined by the Calculation Agent at or around 11:00 a.m. (Hong Kong time) on the Determination Date by reference to Reuters Screen Page CNY=SAEC (or on any other substitute page of Reuters or of any other determined information provider or successor). If such official fixing rate is not available, the Calculation Agent will determine the Spot Rate at or around 11:00 a.m. (Hong Kong time) on the Determination Date by reference to Reuters Screen Page TRADCNY3/ column USD/CNH (or on any other substitute page of Reuters or of any other determined information provider or successor).

based on the arithmetic mean of the bid and offer US dollar/Chinese Renminbi spot exchange rate in the over-the-counter Chinese Renminbi exchange market in Hong Kong with a two-days value date.

"Determination Business Day" means any day (other than a Saturday or a Sunday) on which the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET²) and commercial banks and foreign exchange markets in Hong Kong and New York are open for general business and settle payments.

(4) *Payment Date.* If the date for payment of any amount in respect of any Note is not a Payment Date then the Holder shall not be entitled to payment until the next such day in the relevant place of business and shall not be entitled to further interest or other payment in respect of such delay. For these purposes and as specified in the Final Terms, **"Payment Date"** means

- (a) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET²) settle payments; or
- (b) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

(5) *Deposit of Principal and/or Interest.* The Issuer may deposit with the Local Court (*Amtsgericht*) in Frankfurt am Main principal and/or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

(6) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent and/or any Paying Agent and/or the Calculation Agent (as specified in the Final Terms) and to appoint another Fiscal Agent and/or additional or other Paying Agents and/or another Calculation Agent. The Issuer shall at all times maintain a Fiscal Agent and/or a Paying Agent (which may be the Fiscal Agent) and/or a Calculation Agent (which may be the Fiscal Agent). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 12 of these Terms and Conditions.

(7) *Agents of the Issuer.* The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in such capacity are acting solely as agents of the Issuer and no relationship of agency or trust exists between the Fiscal Agent and/or the Paying Agent and/or the Calculation Agent and the Holders of the Notes. The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in making, omitting or accepting declarations, in acting or failing to act shall only be liable in so far as they have violated the due care of a proper merchant (*Sorgfalt eines ordentlichen Kaufmanns*).

§ 7

Presentation Period

Presentation Period. The presentation period for Notes due provided in § 801 sub-paragraph 1, sentence 1 German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years. The period for prescription for Notes presented for payment during the presentation period shall be two years beginning at the end of the relevant presentation period.

§ 8

Status

Status. The Notes constitute unsecured and preferred senior obligations of the Issuer ranking

- (a) *pari passu* among themselves and *pari passu* with all other unsecured and preferred senior debt instruments of the Issuer;
- (b) *senior* to (i) unsecured and non-preferred senior debt instruments of the Issuer, (ii) subordinated debt of the Issuer that is not Additional Tier 1 or Tier 2 capital, (iii) Tier 2 capital instruments, (iv) Additional Tier 1 capital instruments and (v) Common Equity Tier 1 capital instruments;
- (c) *subordinated* to obligations of the Issuer preferred by applicable law.

§ 9

Taxation / Early Redemption for Reasons of Taxation

(1) *The following sub-paragraph applies if the Final Terms specify that the gross-up provision shall not apply to the Notes.*

Withholding Tax. All amounts of principal and/or interest payable in respect of the Notes shall be paid without withholding or deduction for or on account of any present or future taxes, duties or governmental charges of whatever nature imposed or levied by way of withholding or deduction at source (*Quellensteuer*) by or in or for the account of the Federal Republic of Germany or by or for the account of any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

(2) *The following sub-paragraph applies if the Final Terms specify that the gross-up provision shall apply to the Notes.*

- (a) *Withholding Tax.* All amounts of principal and/or interest payable in respect of the Notes shall be paid without withholding or deduction for or on account of any present or future taxes, duties or governmental charges of whatever nature imposed or levied by way of withholding or deduction at source (*Quellensteuer*) by or in or for the account of the Federal Republic of Germany or by or for the account of any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer shall pay such

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

- (i) if payments are made to, or to a third party on behalf of, a Holder who is liable to such taxes, duties or governmental charges, in respect of the Notes by reason of some connection of such Holder with the Federal Republic of Germany or a member state of the European Union other than (x) the mere holding of such Notes or (y) the mere receipt of principal, interest or other amount in respect of the Notes; or
 - (ii) if the Notes are presented for payment more than 30 days after the due date of the respective payments of principal and/or interest or, if the full amount of the moneys payable is duly provided only at a later date, the date on which notice to that effect is duly given to the Holders in accordance with § 12 of these Terms and Conditions; except to the extent that the relevant Holder would have been entitled to such Additional Amounts on presenting the same for payment on or before expiry of such period for 30 days; or
 - (iii) if these taxes, duties or governmental charges are withheld or deducted pursuant to (x) any European Union directive or regulation concerning the taxation of interest income, or (y) any intergovernmental agreement or international agreement on the taxation of interest and to which the Federal Republic of Germany or the European Union is a party, or (z) any provision of law implementing, or complying with, or introduced to conform with, such directive, regulation, intergovernmental agreement or international agreement; or
 - (iv) in respect of the Notes an amount is only withheld or deducted because the Notes have been collected for the relevant Holder by a banking institution in the Federal Republic of Germany, which has kept or keeps such Notes in safe custody for such Holder; or
 - (v) to the extent such withholding or deduction is required pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Internal Revenue Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Internal Revenue Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any of the foregoing or under any intergovernmental agreement entered into in connection with the implementation of such Sections of the Internal Revenue Code; or
 - (vi) in respect of the Notes any such taxes, duties or governmental charges are imposed or levied otherwise than by withholding or deduction from any payment of principal and/or interest.
- (b) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations (provided this change or amendment is effective on or after the day on which the last Tranche of this Series of Notes was issued), the Issuer is required to pay Additional Amounts (as defined in sub-paragraph (a) herein) on the next succeeding Interest Payment Date, and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 12 of these Terms and Conditions and may be redeemed, at their relevant Early Redemption Amount in accordance with § 5 sub-paragraph (3) of these Terms and Conditions.

However, no such termination may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such termination is given, such obligation to pay such Additional Amounts or make such deduction or withholding does not remain in effect.

Any such termination shall be given in accordance with § 12 of these Terms and Conditions. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the circumstances constituting the termination right of the Issuer.

§ 10 Substitution

(1) *Substitution.* The Issuer shall be entitled at any time, without the consent of the Holders, if no payment of principal of and/or interest on any of the Notes is in default, to substitute for the Issuer another company ("**Substitute Debtor**") as principle debtor in respect of any and all obligations arising from and in connection with these Notes, provided that:

- (a) the Substitute Debtor can perform all obligations under and in connection with these Notes and, in particular, is able to transfer to the Clearing System all amounts necessary therefore without restrictions in such currency in which the Notes are denominated, and
- (b) the Substitute Debtor has been granted all necessary consents from the authorities of the country in which it has its seat, and
- (c) the Substitute Debtor establishes in a suitable manner that it is permitted to transfer to the Clearing System all amounts necessary for the performance of the payment obligations under or in connection with these Notes without having to withhold any taxes, duties or governmental charges at source, and
- (d) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty or governmental charge imposed on such Holder in respect of such substitution, and

- (e) the Issuer (in such case also referred to as "**Guarantor**") irrevocably and unconditionally guarantees such obligations of the Substitute Debtor under these Terms and Conditions.
- (2) *Notice*. Notice of any such substitution shall be published in accordance with § 12 of these Terms and Conditions.
- (3) *Change of References*. In the event of such a substitution, (i) every reference in these Terms and Conditions to the Issuer shall be deemed to refer to the Substitute Debtor, and (ii) the right of the Holders pursuant to § 5 sub-paragraph (1) of these Terms and Conditions to declare their Notes due for immediate redemption at the Early Redemption Amount shall also apply if any of the events referred to in § 5 sub-paragraph (1) (c) through (e) of these Terms and Conditions occurs in relation to the Guarantor.
- (4) *Validity*. After the substitution of the Issuer by a Substitute Debtor this § 10 shall apply again.

§ 11

Issue of further Notes / Purchase / Cancellation

- (1) *Issue of further Notes*. The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date and/or issue price) so as to form a single Series with the Notes and increase the aggregate principal amount of such Series.
- (2) *Purchase*. The Issuer may at any time purchase Notes in any market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.
- (3) *Cancellation*. All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 12

Notices

- (1) *Publication in the Federal Republic of Germany*. All notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*). Any notice so given will be deemed to have been validly given on the date of such publication.
- (2) *The following sub-paragraphs apply if the Final Terms specify that the Notes are admitted to trading on the Regulated Market "Bourse de Luxembourg" of the Luxembourg Stock Exchange and are listed on the Official List of the Luxembourg Stock Exchange and/or on any other or further stock exchange.*
- (a) *Publication in a Daily Newspaper*. In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published in a leading daily newspaper (as specified in the Final Terms) having general circulation in the state in which the stock exchange has its registered office (as specified in the Final Terms). Any notice so given will be deemed to have been validly given on the date of such publication.
- (b) *Publication on the Website*. In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published on the website (as specified in the Final Terms) of the stock exchange as specified in the Final Terms. Any notice so given will be deemed to have been validly given on the date of such publication.

§ 13

Applicable Law / Place of Jurisdiction / Enforcement

- (1) *Applicable Law*. The Notes shall be governed by German law.
- (2) *Place of Jurisdiction*. Non-exclusive place of jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes shall be Frankfurt am Main. Exclusive place of jurisdiction shall be Frankfurt am Main for all Proceedings arising from matters provided for in these Terms and Conditions for merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to the general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).
- (3) *Enforcement*. Any Holder of Notes may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such Proceedings of the actual records or the Global Note representing the Notes.

For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under the Notes also in any other way which is permitted in the country in which the Proceedings are initiated.

A2. Terms and Conditions of Floating Rate Preferred Senior Notes

§ 1

Currency / Denomination / Form / Definitions

(1) *Currency, Denomination.* This Series of preferred senior notes (the "**Notes**") of DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**") is being issued in the currency as specified in the Final Terms, and in the aggregate principal amount as specified in the Final Terms (subject to sub-paragraph (7) if the Final Terms specify that the global note is a new global note ("**NGN**")), and in the denomination as specified in the Final Terms (the "**Specified Denomination**" or the "**Principal Amount**").

(2) *Form.* The Notes are issued in bearer form and represented by one or more global notes (each a "**Global Note**").

(3) *The following sub-paragraph applies if the Final Terms specify that the Notes are represented by a Permanent Global Note.*

Permanent Global Note. The Notes are represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Permanent Global Note shall be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(4) *The following sub-paragraphs apply if the Final Terms specify that the Notes are initially represented by a Temporary Global Note.*

(a) *Temporary Global Note.* The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall each additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(b) *Exchange.* The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date (the "**Exchange Date**") 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that any beneficial owner of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this sub-paragraph (b). Any Notes delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined sub-paragraph (c)).

(c) *United States.* For purposes of sub-paragraph (b), "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(5) *Clearing System.* The Global Note will be kept in custody by or on behalf of a Clearing System. For these purposes and as specified in the Final Terms, "**Clearing System**" means

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("**CBF**"); or

(b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg ("**CBL**"); and/or

(c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brussels, Kingdom of Belgium ("**Euroclear**").

CBL and Euroclear are each an international central securities depositary ("**ICSD**" and together the "**ICSDs**").

The following sub-paragraph applies if the Final Terms specify that the Notes are kept in custody on behalf of the ICSDs and the Global Note is a NGN.

The Notes are issued in NGN form and are kept in custody by a common safekeeper on behalf of both ICSDs.

*The following sub-paragraph applies if the Final Terms specify that the Notes are kept in custody on behalf of the ICSDs and the Global Note is a classical global note ("**CGN**").*

The Notes are issued in CGN form and are kept in custody by a common depositary on behalf of both ICSDs.

(6) *Holder of Notes.* "**Holder**" is any holder of a proportionate co-ownership or other right in the Notes.

(7) *The following sub-paragraphs apply if the Final Terms specify that the Global Note and the Temporary Global Note, respectively, are a NGN.*

Records of the ICSDs. The aggregate principal amount of Notes represented by the Global Note shall be the aggregate principal amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of Notes represented by the Global Note and, for these purposes, a

statement issued by an ICSD stating the aggregate principal amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

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

On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered *pro rata* in the records of the ICSDs.

§ 2 Interest

(1) *Floating Rate of Interest/Interest Payment Dates.* Subject to § 4 sub-paragraph (1) or § 4 sub-paragraph (2) of these Terms and Conditions (if the Final Terms specify the option of early redemption), the Notes will bear interest on the Specified Denomination from and including the interest commencement date as specified in the Final Terms (the "**Interest Commencement Date**") up to but excluding the Maturity Date pursuant to § 3 of these Terms and Conditions at the floating rate of interest as specified in the Final Terms (the "**Floating Rate of Interest**"). The Floating Rate of Interest will be determined by the calculation agent as specified in the Final Terms (the "**Calculation Agent**") pursuant to the following provisions. Interest will be payable in arrears on the dates as specified in the Final Terms (the "**Interest Payment Dates**").

(2) *Business Day Convention.* If any Interest Payment Date would otherwise fall on a day which is not a Business Day in accordance with sub-paragraph (e), then,

- (a) if the Final Terms specify "**Modified Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Interest Payment Date shall be the immediately preceding Business Day; or
- (b) if the Final Terms specify "**FRN Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the period as specified in the Final Terms after the preceding applicable Interest Payment Date; or
- (c) if the Final Terms specify "**Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (d) if the Final Terms specify "**Preceding Business Day Convention**", such Interest Payment Date shall be the immediately preceding Business Day.

The following sub-paragraph applies if the Final Terms specify that interest shall be adjusted.

Adjustment of Interest. If the due date for payment is brought forward or postponed, the amount of interest shall be adjusted accordingly.

The following sub-paragraph applies if the Final Terms specify that interest shall not be adjusted.

No Adjustment of Interest. The Holder shall not be entitled to further interest or other payment in respect of any such postponement.

- (e) *Business Day.* For purposes of sub-paragraphs (a), (b), (c) or (d) and as specified in the Final Terms, "**Business Day**" means
 - (i) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET²) settle payments; or
 - (ii) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

(3) *Interest Period.* The period between the Interest Commencement Date (including) and the last day (including) preceding the first Interest Payment Date and the period from each Interest Payment Date (including) to the last day (including) preceding the following Interest Payment Date and for the last time the last day (including) preceding the Maturity Date hereinafter referred to as "**Interest Period**" as specified in the Final Terms.

(4) *Reference Rate of Interest.*

- (a) *The following sub-paragraphs apply if the Final Terms specify **EURIBOR (Euro Interbank Offered Rate)** as the reference rate of interest:*
 - (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the EURIBOR rate for euro-deposits (as specified in the Final Terms) for the relevant Interest Period as determined in accordance

with sub-paragraphs (ii), (iii), (iv) or (v) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable (as specified in the Final Terms).

The following sub-paragraph applies if the Final Terms specify a Minimum Rate of Interest:

Minimum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is lower than the Minimum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Minimum Rate of Interest as specified in the Final Terms.

The following sub-paragraph applies if the Final Terms specify a Maximum Rate of Interest:

Maximum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is higher than the Maximum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Maximum Rate of Interest as specified in the Final Terms.

- (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the EURIBOR rate for euro deposits for the relevant Interest Period quoted by the member banks of the EURIBOR panel which appears on Reuters page EURIBOR01 (or on any other substitute page of Reuters or of any other determined information provider or successor) at about 11:00 a.m. (Brussels time), multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such EURIBOR rate appears at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request four selected major banks in the Euro-Zone interbank market to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for euro-deposits to prime banks in the Euro-Zone interbank market for the relevant Interest Period and in an amount that is representative for a single transaction on the respective Interest Determination Date at about 11:00 a.m. (Brussels time) on the respective Interest Determination Date. "**Euro-Zone**" means the region comprised of those Member States of the European Union that have adopted the euro in accordance with the Treaty establishing the European Community, as amended. If two or more of the four selected major banks in the Euro-Zone interbank market provide the Calculation Agent with such offered quotations, the Floating Rate of Interest for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest 1/1,000 per cent, with 0.0005 being rounded upwards) of such offered quotations multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.
- (iv) If on the respective Interest Determination Date only one or none of the four selected major banks in the Euro-Zone interbank market provides the Calculation Agent with such offered quotations as provided for in the preceding sub-paragraph (iii), the Floating Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest 1/1,000 per cent, with 0.0005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the Euro-Zone interbank market, selected by the Calculation Agent with reasonable care, at which they offer at about 11:00 a.m. (Brussels time) on the respective Interest Determination Date euro-denominated loans for the relevant Interest Period to leading European banks and in an amount that is representative for a single transaction on the respective Interest Determination Date, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (v) If on any Interest Determination Date the EURIBOR rate cannot be determined in accordance with sub-paragraphs (ii), (iii) or (iv) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The EURIBOR rate relevant for the calculation of the applicable Floating Rate of Interest will be the last published EURIBOR rate for euro deposits for the relevant Interest Period, determined by the Calculation Agent which appears on Reuters page EURIBOR01 (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (vi) If the EURIBOR rate for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest is available which either is officially announced as successor to the EURIBOR rate or, failing that, in the opinion of the Issuer, comes as close as possible to the composition of the existing EURIBOR rate, the existing EURIBOR rate will be replaced for the remaining term to maturity of the Notes by such substitute reference rate of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rate of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rate of interest as well as the administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 12 of these Terms and Conditions.
- (vii) If the EURIBOR rate for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest in accordance with sub-paragraph (vi) is not available, the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 12 of these Terms and Conditions and may be redeemed at their relevant Early Redemption Amount in accordance with § 5 sub-paragraph (3) of these Terms and Conditions.

Business Day in the meaning of this sub-paragraph (a) means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) settles payments.

(b) *The following sub-paragraphs apply if the Final Terms specify **LIBOR (London Interbank Offered Rate)** as the reference rate of interest:*

- (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the LIBOR rate for deposits in the specified currency (as specified in the Final Terms) for the relevant Interest Period as determined in accordance with sub-paragraphs (ii), (iii), (iv) or (v) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable, (as specified in the Final Terms).

The following sub-paragraph applies if the Final Terms specify a Minimum Rate of Interest:

Minimum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is lower than the Minimum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Minimum Rate of Interest as specified in the Final Terms.

The following sub-paragraph applies if the Final Terms specify a Maximum Rate of Interest:

Maximum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is higher than the Maximum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Maximum Rate of Interest as specified in the Final Terms.

- (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the LIBOR rate for deposits in the specified currency for the relevant Interest Period which appears on Reuters page LIBOR01 or LIBOR02 (or on any other substitute page of Reuters or of any other determined information provider or successor) at about 11:00 a.m. (London time), multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such LIBOR rate appears at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request four selected major banks in the London interbank market to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for deposits in the specified currency (as specified in the Final Terms) to prime banks in the London interbank market for the relevant Interest Period and in an amount that is representative for a single transaction on the respective Interest Determination Date at about 11:00 a.m. (London time) on the respective Interest Determination Date. If two or more of the four selected major banks in the London interbank market provide the Calculation Agent with such offered quotations, the Floating Rate of Interest for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of such offered quotations multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.
- (iv) If on the respective Interest Determination Date only one or none of the four selected major banks in the London interbank market provides the Calculation Agent with such offered quotations as provided for in the preceding sub-paragraph (iii), the Floating Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the London interbank market, selected by the Calculation Agent with reasonable care, at which they offer at about 11:00 a.m. (London time) on the respective Interest Determination Date loans denominated in the specified currency (as specified in the Final Terms) for the relevant Interest Period to leading European banks and in an amount that is representative for a single transaction on the respective Interest Determination Date, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (v) If on any Interest Determination Date the LIBOR rate cannot be determined in accordance with sub-paragraphs (ii), (iii) or (iv) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The LIBOR rate relevant for the calculation of the applicable Floating Rate of Interest will be the last published LIBOR rate for deposits in the specified currency for the relevant Interest Period, determined by the Calculation Agent which appears on Reuters page LIBOR01 or LIBOR02 (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (vi) If the LIBOR rate for deposits in the specified currency for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest is available which either is officially announced as successor to the LIBOR rate or, failing that, in the opinion of the Issuer, comes as close as possible to the composition of the existing LIBOR rate, the existing LIBOR rate will be replaced for the remaining term to maturity of the Notes by such substitute reference rate of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rate of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rate of interest as well as the administrator will be included in the register as

referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 12 of these Terms and Conditions.

- (vii) If the LIBOR rate for deposits in the specified currency for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest in accordance with sub-paragraph (vi) is not available, the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 12 of these Terms and Conditions and may be redeemed at their relevant Early Redemption Amount in accordance with § 5 sub-paragraph (3) of these Terms and Conditions.

Business Day in the meaning of this sub-paragraph (b) means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (including dealing in foreign exchange and foreign currency) in London and in the principal financial centre of the country of the relevant currency (as specified in the Final Terms).

- (c) *The following sub-paragraphs apply if the Final Terms specify a CMS (Constant Maturity Swap) rate as the reference rate of interest:*

- (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the Year Swap Rate for the specified currency (as specified in the Final Terms) (the relevant middle swap rate against the respective reference rate of interest as specified in the Final Terms) (the "**Swap Rate**") (as specified in the Final Terms) as determined in accordance with sub-paragraphs (ii), (iii) or (iv) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable, (as specified in the Final Terms).

The following sub-paragraph applies if the Final Terms specify a Minimum Rate of Interest:

Minimum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is lower than the Minimum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Minimum Rate of Interest as specified in the Final Terms.

The following sub-paragraph applies if the Final Terms specify a Maximum Rate of Interest:

Maximum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is higher than the Maximum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Maximum Rate of Interest as specified in the Final Terms.

- (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the Swap Rate which appears on the Reuters page as specified in the Final Terms (or on any other substitute page of Reuters or of any other determined information provider or successor) at the time specified in the Final Terms, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such Swap Rate appears at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request five leading swap dealers in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for the relevant mid-market annual swap rate to a recognised swap dealer in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) for the relevant Interest Period and in an amount that is representative for a single swap transaction in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) on the respective Interest Determination Date at the time specified in the Final Terms on the respective Interest Determination Date. "**Euro-Zone**" means the region comprised of those Member States of the European Union that have adopted the euro in accordance with the Treaty establishing the European Community, as amended. If at least three of the five requested leading swap dealers in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) provide the Calculation Agent with such offered quotations, the Floating Rate of Interest for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of such offered quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest) multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.
- (iv) If on any Interest Determination Date the Swap Rate cannot be determined in accordance with sub-paragraphs (ii) or (iii) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The Swap Rate relevant for the calculation of the applicable Floating Rate of Interest will be the last published Swap Rate for the relevant Interest Period, determined by the Calculation Agent which appears on the Reuters page as specified in the Final Terms (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (v) If the Swap Rate for the relevant Interest Period ceases to exist and a suitable substitute reference rate of interest is available which either is officially announced as successor to the Swap Rate or, failing that, in the opinion of the

Issuer, comes as close as possible to the composition of the existing Swap Rate, the existing Swap Rate will be replaced for the remaining term to maturity of the Notes by such substitute reference rate of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rate of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rate of interest as well as the administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 12 of these Terms and Conditions.

- (vi) If the Swap Rate for the relevant Interest Period ceases to exist and a suitable substitute reference rate of interest in accordance with sub-paragraph (v) is not available, the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 12 of these Terms and Conditions and may be redeemed at their relevant Early Redemption Amount in accordance with § 5 sub-paragraph (3) of these Terms and Conditions.

If the Notes are denominated in euro, Business Day in the meaning of this sub-paragraph (c) means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) settles payments. If the Notes are denominated in a currency other than euro, Business Day in the meaning of this sub-paragraph (c) means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (including dealing in foreign exchange and foreign currency) in the principal financial centre of the country of the relevant currency (as specified in the Final Terms).

- (d) *The following sub-paragraphs apply if the Final Terms specify a **difference between two CMS (Constant Maturity Swap) rates** as the reference rate of interest:*
- (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the difference (expressed as a percentage rate per annum) between the two Year Swap Rates for the specified currency (as specified in the Final Terms) (the relevant middle swap rate against the respective reference rate of interest as specified in the Final Terms) (the "**Swap Rates**") (as specified in the Final Terms) as determined in accordance with sub-paragraphs (ii), (iii) or (iv) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable, (as specified in the Final Terms).

*The following sub-paragraph applies if the Final Terms specify a **Minimum Rate of Interest**:*

Minimum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the provisions of this sub-paragraph (d) is lower than the Minimum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Minimum Rate of Interest as specified in the Final Terms.

*The following sub-paragraph applies if the Final Terms specify a **Maximum Rate of Interest**:*

Maximum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the provisions of this sub-paragraph (d) is higher than the Maximum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Maximum Rate of Interest as specified in the Final Terms.

- (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the Swap Rates which appear on the Reuters page as specified in the Final Terms (or on any other substitute page of Reuters or of any other determined information provider or successor) at the time specified in the Final Terms, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such Swap Rates appear at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request five leading swap dealers in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for the relevant mid-market annual swap rates to a recognised swap dealer in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) for the relevant Interest Period and in an amount that is representative for a single swap transaction in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) on the respective Interest Determination Date at the time specified in the Final Terms on the respective Interest Determination Date. "**Euro-Zone**" means the region comprised of those Member States of the European Union that have adopted the euro in accordance with the Treaty establishing the European Community, as amended. If at least three of the five requested leading swap dealers in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) provide the Calculation Agent with such offered quotations, the Swap Rates for the relevant Interest Period shall be the relevant arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of such offered quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest) multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.

- (iv) If on any Interest Determination Date the Swap Rates cannot be determined in accordance with sub-paragraphs (ii) or (iii) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The Swap Rates relevant for the calculation of the applicable Floating Rate of Interest will be the last published Swap Rates for the relevant Interest Period, determined by the Calculation Agent which appear on the Reuters page as specified in the Final Terms (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (v) If the Swap Rates for the relevant Interest Period cease to exist and suitable substitute reference rates of interest are available which either are officially announced as successors to the Swap Rates or, failing that, in the opinion of the Issuer, come as close as possible to the composition of the existing Swap Rates, the existing Swap Rates will be replaced for the remaining term to maturity of the Notes by such substitute reference rates of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rates of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rates of interest as well as the administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 12 of these Terms and Conditions.
- (vi) If the Swap Rates for the relevant Interest Period cease to exist and suitable substitute reference rates of interest in accordance with sub-paragraph (v) are not available, the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 12 of these Terms and Conditions and may be redeemed at their relevant Early Redemption Amount in accordance with § 5 sub-paragraph (3) of these Terms and Conditions.

If the Notes are denominated in euro, Business Day in the meaning of this sub-paragraph (d) means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) settles payments. If the Notes are denominated in a currency other than euro, Business Day in the meaning of this sub-paragraph (d) means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (including dealing in foreign exchange and foreign currency) in the principal financial centre of the country of the relevant currency (as specified in the Final Terms).

(5) *Interest Amount.* The Calculation Agent will calculate on each Interest Determination Date the interest amount payable on the aggregate principal amount of the Notes (as specified in the Final Terms) and/or on the Specified Denomination of the Notes (as specified in the Final Terms) (the "**Interest Amount**") for the respective Interest Period by applying the Floating Rate of Interest for the respective Interest Period to the aggregate principal amount of the Notes and/or to the Specified Denomination of the Notes, multiplying the product by the Day Count Fraction (as defined in sub-paragraph (6) below and as specified in the Final Terms), and rounding the resultant figure to the nearest sub-unit of the relevant currency, half of any such sub-unit being rounded upwards.

(6) *Day Count Fraction.* "**Day Count Fraction**" means, in respect of the calculation of the interest amount on any Note for any period of time (the "**Calculation Period**"):

- (a) if "**Actual/Actual (ICMA Rule 251)**" is specified in the Final Terms,
 - (aa) in the case that the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the "**Number of ICMA Determination Dates in one calendar year**" (as specified in the Final Terms); or
 - (ab) in the case that the Calculation Period is longer than the Determination Period (as defined below) during which the Calculation Period ends, the sum of
 - (i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year; and
 - (ii) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year.

"**Determination Period**" means the period from, and including, an "**ICMA Determination Date**" (as specified in the Final Terms) to, but excluding, the next ICMA Determination Date (including, where the Interest Commencement Date is not an ICMA Determination Date, the period commencing on the first ICMA Determination Date prior to the Interest Commencement Date, and where the final Interest Payment Date is not an ICMA Determination Date, the first ICMA Determination Date falling after the final Interest Payment Date); or

- (b) if "**Actual/365 (Fixed)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365; or
- (c) if "**Actual/365 (Sterling)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366; or
- (d) if "**Actual/360**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 360; or

- (e) if "**30/360, 360/360 or Bond Basis**" is specified in the Final Terms, the number of days in the Calculation 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 (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation 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 (B) the last day of the Calculation 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); or
- (f) if "**30E/360 or Eurobond Basis**" is specified in the Final Terms, the number of days in the Calculation Period divided by 360 (such 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 Calculation Period unless, in the case of the final Calculation Period, the Maturity Date 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).

(7) *Publication of Floating Rate of Interest, Interest Amount and Interest Payment Date.* The Calculation Agent shall arrange for the immediate publication in accordance with § 12 of these Terms and Conditions of the respective Floating Rate of Interest determined for the respective Interest Period, the interest amount payable on the aggregate principal amount of the Notes and/or on the Specified Denomination of the Notes and the Interest Payment Date. In the event of an extension or shortening of the Interest Period, the interest amount payable and the Interest Payment Date may subsequently be corrected, or appropriate alternative arrangements may be made by way of adjustment by the Calculation Agent without a publication being necessary with regard thereto. In all other respects, the determination of the relevant Floating Rates of Interest and the interest amounts payable in each instance, when made in accordance with the preceding sub-paragraphs (1) to (6), shall be binding upon all parties. The Holders do not have any claims against the Calculation Agent regarding the way of handling or not handling its rights, duties and discretionary decisions resulting out of this sub-paragraph (7).

(8) *Accrual of Interest.* The Notes shall cease to bear interest from the expiry of the day preceding the day on which they are due for redemption. If the Issuer shall fail to redeem the Notes in full or in part on the Maturity Date pursuant to § 3 of these Terms and Conditions, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes from the Maturity Date pursuant to § 3 of these Terms and Conditions until the expiry of the day preceding the day of the actual redemption of the Notes at the default rate of interest established by law¹⁸.

§ 3 Redemption

Redemption at Final Maturity. Unless previously redeemed or repurchased and cancelled, the Issuer will redeem the Notes at par on the maturity date (the "**Maturity Date**") as specified in the Final Terms.

§ 4 Early Redemption

(1) *The following sub-paragraph applies if the Final Terms specify that the Notes are subject to Early Redemption at the option of the Issuer (Call Option):*

Early Redemption at the option of the Issuer (Call Option). In addition to the right to terminate the Notes pursuant to § 2 sub-paragraph (4) (a) (vii), § 2 sub-paragraph (4) (b) (vii), § 2 sub-paragraph (4) (c) (vi), § 2 sub-paragraph (4) (d) (vi) or § 9 sub-paragraph (2) (b) of these Terms and Conditions, the Issuer shall have the right upon giving notice in accordance with § 12 of these Terms and Conditions to terminate the Notes, in whole but not in part, subject to a "**Minimum Notice Period**" (as specified in the Final Terms), with effect to the "**Call Redemption Date(s)**" (as specified in the Final Terms) at their respective Early Redemption Amount pursuant to § 5 sub-paragraph (3) of these Terms and Conditions.

(2) *The following sub-paragraph applies if the Final Terms specify that the Notes are subject to Early Redemption at the option of a Holder (Put Option):*

Early Redemption at the option of a Holder (Put Option). In addition to the right to terminate the Notes pursuant to § 5 sub-paragraph (1) of these Terms and Conditions, each Holder shall have the right to terminate its Notes, subject to a "**Minimum Notice Period**" (as specified in the Final Terms), with effect to the "**Put Redemption Date(s)**" (as specified in the Final Terms). The Issuer shall, at the option of a Holder of any Note, redeem such Note on the Put Redemption Date(s) (as specified in the Final Terms) at the respective Early Redemption Amount pursuant to § 5 sub-paragraph (3) of these Terms and Conditions.

In order to exercise such option, a Holder must send to the office of the Fiscal Agent (as specified in the Final Terms) a notice in text format (*Textform*) in the German or English language ("**Termination Notice**"). The Termination Notice must be received at the latest by 5:00 p.m. (Frankfurt time) on the Business Day preceding the first Business Day of a minimum notice period (as specified in the Final Terms). Otherwise, the option shall not have been validly exercised. The Termination Notice must specify:

- (a) the aggregate principal amount of the Notes in respect of which such option is exercised;
- (b) the securities identification numbers; and,
- (c) if the Final Terms specify CBF as Clearing System, contact details as well as a bank account.

¹⁸ *The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 German Civil Code (Bürgerliches Gesetzbuch).*

A form of a Termination Notice is available at the office of the Fiscal Agent (as specified in the Final Terms) and may be used which includes further information. Evidence that such Holder at the time the Termination Notice is given is the Holder of the relevant Notes shall be attached to the Termination Notice. Such proof may be furnished in the form of a certificate provided by the Custodian (as defined in § 13 subparagraph (3) of these Terms and Conditions) or in other appropriate manner. A Termination Notice, once validly given, is irrevocable. The Issuer shall only be required to redeem the Notes in respect of which such option is exercised against delivery of such Notes to the Issuer or to its order.

(3) *The following sub-paragraph applies if the Final Terms specify that the Notes are not subject to Early Redemption at the option of the Issuer and/or of a Holder:*

No Early Redemption at the option of the Issuer and/or of a Holder. Neither the Issuer nor any Holder shall be entitled to any termination of the Notes.

§ 5

Events of Default / Early Redemption Amount

(1) *Events of Default.* Each Holder shall be entitled to terminate the Notes for good cause (*aus wichtigem Grund*) and to demand the immediate redemption thereof at an amount calculated according to sub-paragraph (3). A good cause (*wichtiger Grund*) exists, in particular, if:

- (a) the Issuer is in default for a period of more than 30 days in the payment of amounts on the Notes as and when the same shall become due and payable; or
- (b) the Issuer fails duly to perform any other obligation arising from these Terms and Conditions and such failure continues for more than 45 days after the Fiscal Agent has received a notice in text format (*Textform*) thereof from a Holder demanding the performance or observance of such obligation; or
- (c) the Issuer suspends payments or announces its inability to pay its debts; or
- (d) any insolvency proceedings against the Issuer are ordered by a court or such proceedings are instituted and not being ceased or stayed within 60 days, or the competent supervisory authority or the resolution authority for the Issuer, respectively, applies for any such proceedings; or
- (e) the Issuer goes into liquidation unless this is done in connection with a merger, consolidation or other form of combination with another company or in connection with a conversion and the other or new company assumes all obligations contracted by the Issuer in connection with these Terms and Conditions.

The right to declare Notes due shall terminate if the situation giving rise to such right has been cured before the right is exercised.

(2) *Notice.* Any notice or termination in accordance with sub-paragraph (1) shall be made by means of a declaration in text format (*Textform*) in the German or English language to the specified office of the Fiscal Agent (as specified in the Final Terms) together with proof that such Holder at the time of such notice or termination is the Holder of the relevant Notes. Such proof may be furnished in the form of a certificate provided by the Custodian (as defined in § 13 subparagraph (3) of these Terms and Conditions) or in other appropriate manner.

(3) *Early Redemption Amount.* In case of a termination pursuant to sub-paragraph (1), § 2 subparagraph (4) (a) (vii), § 2 subparagraph (4) (b) (vii), § 2 subparagraph (4) (c) (vi), § 2 subparagraph (4) (d) (vi), § 4 subparagraph (1), § 4 subparagraph (2) or § 9 subparagraph (2) (b) of these Terms and Conditions, the redemption shall be made at an amount to be determined in accordance with the following provision (the "**Early Redemption Amount**"):

The Early Redemption Amount is the Principal Amount plus accrued interest, if any.

§ 6

Payments / Fiscal Agent / Paying Agent / Calculation Agent

(1) *Payments of Principal and/or Interest/Discharge.* Any amounts payable under these Terms and Conditions shall be paid by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders for subsequent transfer to the Holders. The Issuer will be discharged from its payment obligation to the Holders by payment to, or to the order of, the Clearing System.

(2) *The following sub-paragraph applies if the Final Terms specify, that interest is payable on a Temporary Global Note.*

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to sub-paragraph (3), by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders, upon due certification as provided in § 1 subparagraph (4) (b) of these Terms and Conditions, for subsequent transfer to the Holders.

(3) *Manner of Payment.* Payments of amounts due on the Notes shall be made in the freely convertible currency as specified in the Final Terms which on the respective due date is the legal currency of the country of the specified currency. Notwithstanding the provisions of § 9 of these Terms and Conditions, payments of amounts due on the Notes will be subject in all cases to (i) any fiscal and other laws and regulations applicable thereto in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as

amended (commonly known as FATCA), any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

(4) *Payment Date.* If the Maturity Date in respect of any Note is not a Payment Date then the Holder shall not be entitled to payment until the next such day in the relevant place of business and shall not be entitled to further interest or other payment in respect of such delay. For these purposes and as specified in the Final Terms, "**Payment Date**" means

- (a) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) settle payments; or
- (b) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

(5) *Deposit of Principal and/or Interest.* The Issuer may deposit with the Local Court (*Amtsgericht*) in Frankfurt am Main principal and/or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

(6) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent and/or any Paying Agent and/or the Calculation Agent (as specified in the Final Terms) and to appoint another Fiscal Agent and/or additional or other Paying Agents and/or another Calculation Agent. The Issuer shall at all times maintain a Fiscal Agent and/or a Paying Agent (which may be the Fiscal Agent) and/or a Calculation Agent (which may be the Fiscal Agent). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 12 of these Terms and Conditions.

(7) *Agents of the Issuer.* The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in such capacity are acting solely as agents of the Issuer and no relationship of agency or trust exists between the Fiscal Agent and/or the Paying Agent and/or the Calculation Agent and the Holders of the Notes. The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in making, omitting or accepting declarations, in acting or failing to act shall only be liable in so far as they have violated the due care of a proper merchant (*Sorgfalt eines ordentlichen Kaufmanns*).

§ 7

Presentation Period

Presentation Period. The presentation period for Notes due provided in § 801 sub-paragraph 1, sentence 1 German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years. The period for prescription for Notes presented for payment during the presentation period shall be two years beginning at the end of the relevant presentation period.

§ 8

Status

Status. The Notes constitute unsecured and preferred senior obligations of the Issuer ranking

- (a) *pari passu* among themselves and *pari passu* with all other unsecured and preferred senior debt instruments of the Issuer;
- (b) *senior* to (i) unsecured and non-preferred senior debt instruments of the Issuer, (ii) subordinated debt of the Issuer that is not Additional Tier 1 or Tier 2 capital, (iii) Tier 2 capital instruments, (iv) Additional Tier 1 capital instruments and (v) Common Equity Tier 1 capital instruments;
- (c) *subordinated* to obligations of the Issuer preferred by applicable law.

§ 9

Taxation / Early Redemption for Reasons of Taxation

(1) *The following sub-paragraph applies if the Final Terms specify that the gross-up provision shall not apply to the Notes.*

Withholding Tax. All amounts of principal and/or interest payable in respect of the Notes shall be paid without withholding or deduction for or on account of any present or future taxes, duties or governmental charges of whatever nature imposed or levied by way of withholding or deduction at source (*Quellensteuer*) by or in or for the account of the Federal Republic of Germany or by or for the account of any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

(2) *The following sub-paragraph applies if the Final Terms specify that the gross-up provision shall apply to the Notes.*

- (a) *Withholding Tax.* All amounts of principal and/or interest payable in respect of the Notes shall be paid without withholding or deduction for or on account of any present or future taxes, duties or governmental charges of whatever nature imposed or levied by way of withholding or deduction at source (*Quellensteuer*) by or in or for the account of the Federal Republic of Germany or by or for the account of any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts of principal and/or interest which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes, duties or governmental charges:

- (i) if payments are made to, or to a third party on behalf of, a Holder who is liable to such taxes, duties or governmental charges, in respect of the Notes by reason of some connection of such Holder with the Federal Republic of Germany or a member state of the European Union other than (x) the mere holding of such Notes or (y) the mere receipt of principal, interest or other amount in respect of the Notes; or
 - (ii) if the Notes are presented for payment more than 30 days after the due date of the respective payments of principal and/or interest or, if the full amount of the moneys payable is duly provided only at a later date, the date on which notice to that effect is duly given to the Holders in accordance with § 12 of these Terms and Conditions; except to the extent that the relevant Holder would have been entitled to such Additional Amounts on presenting the same for payment on or before expiry of such period for 30 days; or
 - (iii) if these taxes, duties or governmental charges are withheld or deducted pursuant to (x) any European Union directive or regulation concerning the taxation of interest income, or (y) any intergovernmental agreement or international agreement on the taxation of interest and to which the Federal Republic of Germany or the European Union is a party, or (z) any provision of law implementing, or complying with, or introduced to conform with, such directive, regulation, intergovernmental agreement or international agreement; or
 - (iv) in respect of the Notes an amount is only withheld or deducted because the Notes have been collected for the relevant Holder by a banking institution in the Federal Republic of Germany, which has kept or keeps such Notes in safe custody for such Holder; or
 - (v) to the extent such withholding or deduction is required pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Internal Revenue Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Internal Revenue Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any of the foregoing or under any intergovernmental agreement entered into in connection with the implementation of such Sections of the Internal Revenue Code; or
 - (vi) in respect of the Notes any such taxes, duties or governmental charges are imposed or levied otherwise than by withholding or deduction from any payment of principal and/or interest.
- (b) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations (provided this change or amendment is effective on or after the day on which the last Tranche of this Series of Notes was issued), the Issuer is required to pay Additional Amounts (as defined in sub-paragraph (a) herein) on the next succeeding Interest Payment Date, and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 12 of these Terms and Conditions and may be redeemed, at their relevant Early Redemption Amount in accordance with § 5 sub-paragraph (3) of these Terms and Conditions.

However, no such termination may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such termination is given, such obligation to pay such Additional Amounts or make such deduction or withholding does not remain in effect. The date fixed for redemption must be an Interest Payment Date.

Any such termination shall be given in accordance with § 12 of these Terms and Conditions. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the circumstances constituting the termination right of the Issuer.

§ 10 Substitution

- (1) *Substitution.* The Issuer shall be entitled at any time, without the consent of the Holders, if no payment of principal of and/or interest on any of the Notes is in default, to substitute for the Issuer another company ("**Substitute Debtor**") as principle debtor in respect of any and all obligations arising from and in connection with these Notes, provided that:
- (a) the Substitute Debtor can perform all obligations under and in connection with these Notes and, in particular, is able to transfer to the Clearing System all amounts necessary therefore without restrictions in such currency in which the Notes are denominated, and
 - (b) the Substitute Debtor has been granted all necessary consents from the authorities of the country in which it has its seat, and
 - (c) the Substitute Debtor establishes in a suitable manner that it is permitted to transfer to the Clearing System all amounts necessary for the performance of the payment obligations under or in connection with these Notes without having to withhold any taxes, duties or governmental charges at source, and
 - (d) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty or governmental charge imposed on such Holder in respect of such substitution, and
 - (e) the Issuer (in such case also referred to as "**Guarantor**") irrevocably and unconditionally guarantees such obligations of the Substitute Debtor under these Terms and Conditions.

- (2) *Notice.* Notice of any such substitution shall be published in accordance with § 12 of these Terms and Conditions.
- (3) *Change of References.* In the event of such a substitution, (i) every reference in these Terms and Conditions to the Issuer shall be deemed to refer to the Substitute Debtor, and (ii) the right of the Holders pursuant to § 5 sub-paragraph (1) of these Terms and Conditions to declare their Notes due for immediate redemption at the Early Redemption Amount shall also apply if any of the events referred to in § 5 sub-paragraph (1) (c) through (e) of these Terms and Conditions occurs in relation to the Guarantor.
- (4) *Validity.* After the substitution of the Issuer by a Substitute Debtor this § 10 shall apply again.

§ 11

Issue of further Notes / Purchase / Cancellation

- (1) *Issue of further Notes.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date and/or issue price) so as to form a single Series with the Notes and increase the aggregate principal amount of such Series.
- (2) *Purchase.* The Issuer may at any time purchase Notes in any market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.
- (3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 12

Notices

- (1) *Publication in the Federal Republic of Germany.* All notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*). Any notice so given will be deemed to have been validly given on the date of such publication.
- (2) *The following sub-paragraphs apply if the Final Terms specify that the Notes are admitted to trading on the Regulated Market "Bourse de Luxembourg" of the Luxembourg Stock Exchange and are listed on the Official List of the Luxembourg Stock Exchange and/or on any other or further stock exchange.*
- (a) *Publication in a Daily Newspaper.* In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published in a leading daily newspaper (as specified in the Final Terms) having general circulation in the state in which the stock exchange has its registered office (as specified in the Final Terms). Any notice so given will be deemed to have been validly given on the date of such publication.
- (b) *Publication on the Website.* In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published on the website (as specified in the Final Terms) of the stock exchange as specified in the Final Terms. Any notice so given will be deemed to have been validly given on the date of such publication.
- (c) *Publication through the Clearing System.* In addition to publication set forth in sub-paragraph (1), and as long as this concerns notices with respect to the Floating Rate of Interest and the rules of the stock exchange as specified in the Final Terms permit such form of notice, the Issuer may replace a notice as per sub-paragraph (a) or sub-paragraph (b) with a notice to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given on the fourth day after the day on which the said notice was given to the Clearing System.

§ 13

Applicable Law / Place of Jurisdiction / Enforcement

- (1) *Applicable Law.* The Notes shall be governed by German law.
- (2) *Place of Jurisdiction.* Non-exclusive place of jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes shall be Frankfurt am Main. Exclusive place of jurisdiction shall be Frankfurt am Main for all Proceedings arising from matters provided for in these Terms and Conditions for merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to the general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).
- (3) *Enforcement.* Any Holder of Notes may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such Proceedings of the actual records or the Global Note representing the Notes.

For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under the Notes also in any other way which is permitted in the country in which the Proceedings are initiated.

A3. Terms and Conditions of Zero Coupon Preferred Senior Notes

§ 1

Currency / Denomination / Form / Definitions

(1) *Currency, Denomination.* This Series of preferred senior notes (the "**Notes**") of DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**") is being issued in the currency as specified in the Final Terms, and in the aggregate principal amount as specified in the Final Terms (subject to sub-paragraph (7) if the Final Terms specify that the global note is a new global note ("**NGN**")), and in the denomination as specified in the Final Terms (the "**Specified Denomination**" or the "**Principal Amount**").

(2) *Form.* The Notes are issued in bearer form and represented by one or more global notes (each a "**Global Note**").

(3) *The following sub-paragraph applies if the Final Terms specify that the Notes are represented by a Permanent Global Note.*

Permanent Global Note. The Notes are represented by a permanent global note (the "**Permanent Global Note**"). The Permanent Global Note shall be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes will not be issued.

(4) *The following sub-paragraphs apply if the Final Terms specify that the Notes are initially represented by a Temporary Global Note.*

(a) *Temporary Global Note.* The Notes are initially represented by a temporary global note (the "**Temporary Global Note**"). The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**"). The Temporary Global Note and the Permanent Global Note shall each be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall each additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and will not be issued.

(b) *Exchange.* The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date (the "**Exchange Date**") 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that any beneficial owner of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by U.S. tax law. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this sub-paragraph (b). Any Notes delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined sub-paragraph (c)).

(c) *United States.* For purposes of sub-paragraph (b), "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(5) *Clearing System.* The Global Note will be kept in custody by or on behalf of a Clearing System. For these purposes and as specified in the Final Terms, "**Clearing System**" means:

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("**CBF**"); or

(b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg ("**CBL**"); and/or

(c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brussels, Kingdom of Belgium ("**Euroclear**").

CBL and Euroclear are each an international central securities depositary ("**ICSD**" and together the "**ICSDs**").

The following sub-paragraph applies if the Final Terms specify that the Notes are kept in custody on behalf of the ICSDs and the Global Note is a NGN.

The Notes are issued in NGN form and are kept in custody by a common safekeeper on behalf of both ICSDs.

*The following sub-paragraph applies if the Final Terms specify that the Notes are kept in custody on behalf of the ICSDs and the Global Note is a classical global note ("**CGN**").*

The Notes are issued in CGN form and are kept in custody by a common depositary on behalf of both ICSDs.

(6) *Holder of Notes.* "**Holder**" is any holder of a proportionate co-ownership or other right in the Notes.

(7) *The following sub-paragraphs apply if the Final Terms specify that the Global Note and the Temporary Global Note, respectively, are a NGN.*

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

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

On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered *pro rata* in the records of the ICSDs.

§ 2 Interest

- (1) *The following sub-paragraphs apply if the Final Terms specify that the Notes are issued on a discounted basis.*
- (a) *Discount Rate.* The Notes are issued on the issue date as specified in the Final Terms (the "**Issue Date**") at a discount to their Principal Amount. The rate of discount (the "**Discount Rate**") is the rate of interest per annum as specified in the Final Terms. There will be no periodic payments of interest on the Notes.
 - (b) *Calculation of Calculative Accrued Interest for Partial Periods.* If calculative accrued interest is required to be calculated for a period of less or more than a full year, such interest shall be calculated on the basis of the Day Count Fraction as defined in sub-paragraph (3) below and as specified in the Final Terms.
 - (c) *Accrual of Interest.* If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes from the Maturity Date pursuant to § 3 sub-paragraph (1) of these Terms and Conditions until the expiry of the day preceding the day of the actual redemption of the Notes at the default rate of interest established by law¹⁹.
- (2) *The following sub-paragraphs apply if the Final Terms specify that the Notes are issued on an accrued interest basis.*
- (a) *Amortisation Yield.* The yield to maturity (the "**Amortisation Yield**") of the Notes as of the issue date as specified in the Final Terms (the "**Issue Date**") is the rate of interest per annum as specified in the Final Terms. There will be no periodic payments of interest on the Notes.
 - (b) *Calculation of Calculative Accrued Interest for Partial Periods.* If calculative accrued interest is required to be calculated for a period of less or more than a full year, such interest shall be calculated on the basis of the Day Count Fraction as defined in sub-paragraph (3) below and as specified in the Final Terms.
 - (c) *Accrual of Interest.* If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes from the Maturity Date pursuant to § 3 sub-paragraph (2) of these Terms and Conditions until the expiry of the day preceding the day of the actual redemption of the Notes at the default rate of interest established by law²⁰.
- (3) *Day Count Fraction.* "**Day Count Fraction**" means, in respect of the calculation of the calculative accrued interest amount on any Note for any period of time (the "**Calculation Period**"):
- (a) if "**Actual/Actual (ICMA Rule 251)**" is specified in the Final Terms,
 - (aa) in the case that the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the "**Number of ICMA Determination Dates in one calendar year**" (as specified in the Final Terms); or
 - (ab) in the case that the Calculation Period is longer than the Determination Period (as defined below) during which the Calculation Period ends, the sum of
 - (i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year; and
 - (ii) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year.
- "**Determination Period**" means the period from, and including, an "**ICMA Determination Date**" (as specified in the Final Terms) to, but excluding, the next ICMA Determination Date (including, where the Issue Date is not an ICMA

¹⁹ *The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 German Civil Code (Bürgerliches Gesetzbuch).*

²⁰ *The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 German Civil Code (Bürgerliches Gesetzbuch).*

Determination Date, the period commencing on the first ICMA Determination Date prior to the Issue Date, and where the Maturity Date pursuant to § 3 of these Terms and Conditions is not an ICMA Determination Date, the first ICMA Determination Date falling after the Maturity Date pursuant to § 3 of these Terms and Conditions); or

- (b) if "**Actual/365 (Fixed)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365; or
- (c) if "**Actual/365 (Sterling)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of a leap year, 366; or
- (d) if "**Actual/360**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 360; or
- (e) if "**30/360, 360/360 or Bond Basis**" is specified in the Final Terms, the number of days in the Calculation 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 (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation 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 (B) the last day of the Calculation 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); or
- (f) if "**30E/360 or Eurobond Basis**" is specified in the Final Terms, the number of days in the Calculation Period divided by 360 (such 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 Calculation Period unless, in the case of the final Calculation Period, the Maturity Date 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).

§ 3 Redemption

- (1) *The following sub-paragraph applies if the Final Terms specify that the Notes are issued on a discounted basis.*

Redemption at Final Maturity. Unless previously redeemed or repurchased and cancelled, the Issuer will redeem the Notes at par on the maturity date (the "**Maturity Date**") as specified in the Final Terms.

- (2) *The following sub-paragraph applies if the Final Terms specify that the Notes are issued on an accrued interest basis.*

Redemption at Final Maturity. Unless previously redeemed or repurchased and cancelled, the Issuer will redeem the Notes on the maturity date (the "**Maturity Date**") as specified in the Final Terms at the final redemption amount as specified in the Final Terms.

- (3) *Business Day Convention.* If the Maturity Date, any Call Redemption Date pursuant to § 4 sub-paragraph (1) of these Terms and Conditions or any Put Redemption Date pursuant to § 4 sub-paragraph (2) of these Terms and Conditions would otherwise fall on a day which is not a Business Day in accordance with sub-paragraph (c), then:

- (a) if the Final Terms specify "**Modified Following Business Day Convention**", the Maturity Date, the Call Redemption Date or the Put Redemption Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Maturity Date, the Call Redemption Date or the Put Redemption Date shall be the immediately preceding Business Day; or
- (b) if the Final Terms specify "**Following Business Day Convention**", the Maturity Date, the Call Redemption Date or the Put Redemption Date shall be postponed to the next day which is a Business Day.

No adjustment of the amount of principal. The Holder shall not be entitled to further amount of principal or other payment in respect of any such postponement.

- (c) *Business Day.* For purposes of sub-paragraphs (a) or (b) and as specified in the Final Terms, "**Business Day**" means:
- (i) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) settle payments; or
 - (ii) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

§ 4 Early Redemption

- (1) *The following sub-paragraph applies if the Final Terms specify that the Notes are subject to Early Redemption at the option of the Issuer (Call Option):*

Early Redemption at the option of the Issuer (Call Option). In addition to the right to terminate the Notes pursuant to § 9 sub-paragraph (2) (b) of these Terms and Conditions, the Issuer shall have the right upon giving notice in accordance with § 12 of these Terms and Conditions to terminate the Notes, in whole but not in part, subject to a "**Minimum Notice Period**" (as specified in the Final Terms), with effect to the "**Call Redemption Date(s)**" (as specified in the Final Terms) at their respective Early Redemption Amount (as specified in the Final Terms) pursuant to § 5 sub-paragraph (3) of these Terms and Conditions.

(2) *The following sub-paragraph applies if the Final Terms specify that the Notes are subject to Early Redemption at the option of a Holder (Put Option):*

Early Redemption at the option of a Holder (Put Option). In addition to the right to terminate the Notes pursuant to § 5 sub-paragraph (1) of these Terms and Conditions, each Holder shall have the right to terminate its Notes, subject to a "**Minimum Notice Period**" (as specified in the Final Terms), with effect to the "**Put Redemption Date(s)**" (as specified in the Final Terms). The Issuer shall, at the option of a Holder of any Note, redeem such Note on the Put Redemption Date(s) (as specified in the Final Terms) at the respective Early Redemption Amount (as specified in the Final Terms) pursuant to § 5 sub-paragraph (3) of these Terms and Conditions.

In order to exercise such option, a Holder must send to the office of the Fiscal Agent (as specified in the Final Terms) a notice in text format (*Textform*) in the German or English language ("**Termination Notice**"). The Termination Notice must be received at the latest by 5:00 p.m. (Frankfurt time) on the Business Day preceding the first Business Day of a minimum notice period (as specified in the Final Terms). Otherwise, the option shall not have been validly exercised. The Termination Notice must specify

- (a) the aggregate principal amount of the Notes in respect of which such option is exercised;
- (b) the securities identification numbers; and,
- (c) if the Final Terms specify CBF as Clearing System, contact details as well as a bank account.

A form of a Termination Notice is available at the office of the Fiscal Agent (as specified in the Final Terms) and may be used which includes further information. Evidence that such Holder at the time the Termination Notice is given is the Holder of the relevant Notes shall be attached to the Termination Notice. Such proof may be furnished in the form of a certificate provided by the Custodian (as defined in § 13 subparagraph (3) of these Terms and Conditions) or in other appropriate manner. A Termination Notice, once validly given, is irrevocable. The Issuer shall only be required to redeem the Notes in respect of which such option is exercised against delivery of such Notes to the Issuer or to its order.

(3) *The following sub-paragraph applies if the Final Terms specify that the Notes are not subject to Early Redemption at the option of the Issuer and/or of a Holder:*

No Early Redemption at the option of the Issuer and/or of a Holder. Neither the Issuer nor any Holder shall be entitled to any termination of the Notes.

§ 5 Events of Default / Early Redemption Amount

(1) *Events of Default.* Each Holder shall be entitled to terminate the Notes for good cause (*aus wichtigem Grund*) and to demand the immediate redemption thereof at an amount calculated according to sub-paragraph (3). A good cause (*wichtiger Grund*) exists, in particular, if

- (a) the Issuer is in default for a period of more than 30 days in the payment of amounts on the Notes as and when the same shall become due and payable; or
- (b) the Issuer fails duly to perform any other obligation arising from these Terms and Conditions and such failure continues for more than 45 days after the Fiscal Agent has received a notice in text format (*Textform*) thereof from a Holder demanding the performance or observance of such obligation; or
- (c) the Issuer suspends payments or announces its inability to pay its debts; or
- (d) any insolvency proceedings against the Issuer are ordered by a court or such proceedings are instituted and not being ceased or stayed within 60 days, or the competent supervisory authority or the resolution authority for the Issuer, respectively, applies for any such proceedings; or
- (e) the Issuer goes into liquidation unless this is done in connection with a merger, consolidation or other form of combination with another company or in connection with a conversion and the other or new company assumes all obligations contracted by the Issuer in connection with these Terms and Conditions.

The right to declare Notes due shall terminate if the situation giving rise to such right has been cured before the right is exercised.

(2) *Notice.* Any notice or termination in accordance with sub-paragraph (1) shall be made by means of a declaration in text format (*Textform*) in the German or English language to the specified office of the Fiscal Agent (as specified in the Final Terms) together with proof that such Holder at the time of such notice or termination is the Holder of the relevant Notes. Such proof may be furnished in the form of a certificate provided by the Custodian (as defined in § 13 sub-paragraph (3) of these Terms and Conditions) or in other appropriate manner.

(3) *Early Redemption Amount.* In case of a termination pursuant to sub-paragraph (1), § 4 sub-paragraph (1), § 4 sub-paragraph (2) or § 9 sub-paragraph (2) (b) of these Terms and Conditions, the redemption shall be made at an amount to be determined in accordance with the following provisions (the "**Early Redemption Amount**"):

- (a) If § 2 sub-paragraph (1) of these Terms and Conditions applies, the Early Redemption Amount is the amount to be determined in accordance with the following formula:

$$RB = \frac{NB}{\left(1 + \frac{D}{100}\right)^Z}$$

where RB means the Early Redemption Amount, NB means the Principal Amount (as specified in the Final Terms), D means the numerator of the Discount Rate per annum (as specified in the Final Terms) and Z means the Day Count Fraction (as specified in the Final Terms), whereat the numerator of the Day Count Fraction corresponds to the remaining life to maturity of a Note from the early redemption date (including) to the Maturity Date (as specified in the Final Terms) (excluding).

- (b) If § 2 sub-paragraph (2) of these Terms and Conditions applies, the Early Redemption Amount is an amount equal to the sum of the Issue Price (as specified in the Final Terms) of a single Note and the result of applying the Amortisation Yield (as specified in the Final Terms) to that Issue Price from and including the Issue Date (as specified in the Final Terms) up to but excluding the specified redemption date.

The Early Redemption Amount shall be calculated in case of Notes in accordance with § 2 sub-paragraph (1) or § 2 sub-paragraph (2) of these Terms and Conditions by the Calculation Agent as specified in the Final Terms (the "**Calculation Agent**"). In all other respects, the calculation of the Early Redemption Amount, when made in accordance with the preceding sub-paragraphs (a) or (b), shall be binding on all parties.

§ 6

Payments / Fiscal Agent / Paying Agent / Calculation Agent

(1) *Payments of Principal/Discharge.* Any amounts payable under these Terms and Conditions shall be paid by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders for subsequent transfer to the Holders. The Issuer will be discharged from its payment obligation to the Holders by payment to, or to the order of, the Clearing System.

(2) *Manner of Payment.*

- (a) *The following sub-paragraph applies if the Notes are denominated in a currency other than Chinese Renminbi:*

Payments of amounts due on the Notes shall be made in the freely convertible currency as specified in the Final Terms which on the respective due date is the legal currency of the country of the specified currency. Notwithstanding the provisions of § 9 of these Terms and Conditions, payments of amounts due on the Notes will be subject in all cases to (i) any fiscal and other laws and regulations applicable thereto in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (commonly known as FATCA), any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

- (b) *The following sub-paragraph applies if the Notes are denominated in Chinese Renminbi:*

Payments of amounts due on the Notes shall be made in Chinese Renminbi, solely by transfer to an account maintained by the Clearing System with a bank outside the People's Republic of China. Notwithstanding the provisions of § 9 of these Terms and Conditions, payments of amounts due on the Notes will be subject in all cases to (i) any fiscal and other laws and regulations applicable thereto in the place of payment, and subject to the below sub-paragraph and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (commonly known as FATCA), any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

If the Issuer determines that the amount payable on the respective Payment Date is not available to it in Chinese Renminbi for reasons beyond its control or that Chinese Renminbi or any successor currency to it provided for by law is not permitted to be used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in US dollar on, or as soon as reasonably practicable after, the respective Payment Date on the basis of the Applicable Exchange Rate (as defined below). Holders shall not be entitled to further interest or any other payment as a result thereof. The "**Applicable Exchange Rate**" shall be the Spot Rate (as defined below) on the second Determination Business Day (as defined below) prior to such payment (hereinafter referred to as "**Determination Date**") or, if such rate is not available on the Determination Date, the Spot Rate most recently available prior to such Determination Date, as determined by the calculation agent as specified in the Final Terms (the "**Calculation Agent**").

"**Spot Rate**" means the most recently available US dollar/Chinese Renminbi official fixing rate with a two-days value date as reported by The State Administration of Foreign Exchange of the People's Republic of China and determined by the Calculation Agent at or around 11:00 a.m. (Hong Kong time) on the Determination Date by reference to Reuters Screen Page CNY=SAEC (or on any other substitute page of Reuters or of any other determined information provider or successor). If such official fixing rate is not available, the Calculation Agent will determine the Spot Rate at or around 11:00 a.m. (Hong Kong time) on the Determination Date by reference to Reuters Screen Page TRADCNY3/ column USD/CNH (or on any other substitute page of Reuters or of any other determined information provider or successor) based on the arithmetic mean of the bid and offer US dollar/Chinese Renminbi spot exchange rate in the over-the-counter Chinese Renminbi exchange market in Hong Kong with a two-days value date.

"**Determination Business Day**" means any day (other than a Saturday or a Sunday) on which the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) and commercial banks and foreign exchange markets in Hong Kong and New York are open for general business and settle payments.

(3) *Deposit of Principal.* The Issuer may deposit with the Local Court (*Amtsgericht*) in Frankfurt am Main principal not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

(4) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent and/or any Paying Agent and/or the Calculation Agent (as specified in the Final Terms) and to appoint another Fiscal Agent and/or additional or other Paying Agents and/or another Calculation Agent. The Issuer shall at all times maintain a Fiscal Agent and/or a Paying Agent (which may be the Fiscal Agent) and/or a Calculation Agent (which may be the Fiscal Agent). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 12 of these Terms and Conditions.

(5) *Agents of the Issuer.* The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in such capacity are acting solely as agents of the Issuer and no relationship of agency or trust exists between the Fiscal Agent and/or the Paying Agent and/or the Calculation Agent and the Holders of the Notes. The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in making, omitting or accepting declarations, in acting or failing to act shall only be liable in so far as they have violated the due care of a proper merchant (*Sorgfalt eines ordentlichen Kaufmanns*).

§ 7 Presentation Period

Presentation Period. The presentation period for Notes due provided in § 801 sub-paragraph 1, sentence 1 German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years. The period for prescription for Notes presented for payment during the presentation period shall be two years beginning at the end of the relevant presentation period.

§ 8 Status

Status. The Notes constitute unsecured and preferred senior obligations of the Issuer ranking

- (a) *pari passu* among themselves and *pari passu* with all other unsecured and preferred senior debt instruments of the Issuer;
- (b) *senior* to (i) unsecured and non-preferred senior debt instruments of the Issuer, (ii) subordinated debt of the Issuer that is not Additional Tier 1 or Tier 2 capital, (iii) Tier 2 capital instruments, (iv) Additional Tier 1 capital instruments and (v) Common Equity Tier 1 capital instruments;
- (c) *subordinated* to obligations of the Issuer preferred by applicable law.

§ 9 Taxation / Early Redemption for Reasons of Taxation

(1) *The following sub-paragraph applies if the Final Terms specify that the gross-up provision shall not apply to the Notes.*

Withholding Tax. All amounts of principal payable in respect of the Notes shall be paid without withholding or deduction for or on account of any present or future taxes, duties or governmental charges of whatever nature imposed or levied by way of withholding or deduction at source (*Quellensteuer*) by or in or for the account of the Federal Republic of Germany or by or for the account of any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

(2) *The following sub-paragraph applies if the Final Terms specify that the gross-up provision shall apply to the Notes.*

- (a) *Withholding Tax.* All amounts of principal payable in respect of the Notes shall be paid without withholding or deduction for or on account of any present or future taxes, duties or governmental charges of whatever nature imposed or levied by way of withholding or deduction at source (*Quellensteuer*) by or in or for the account of the Federal Republic of Germany or by or for the account of any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts of principal which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes, duties or governmental charges:
 - (i) if payments are made to, or to a third party on behalf of, a Holder who is liable to such taxes, duties or governmental charges, in respect of the Notes by reason of some connection of such Holder with the Federal Republic of Germany or a member state of the European Union other than (x) the mere holding of such Notes or (y) the mere receipt of principal or other amount in respect of the Notes; or
 - (ii) if the Notes are presented for payment more than 30 days after the due date of the respective payment of principal or, if the full amount of the moneys payable is duly provided only at a later date, the date on which notice to that effect is duly given to the Holders in accordance with § 12 of these Terms and Conditions; except to the extent that the relevant Holder would have been entitled to such Additional Amounts on presenting the same for payment on or before expiry of such period for 30 days; or

- (iii) if these taxes, duties or governmental charges are withheld or deducted pursuant to (x) any European Union directive or regulation concerning the taxation of interest income, or (y) any intergovernmental agreement or international agreement on the taxation of interest and to which the Federal Republic of Germany or the European Union is a party, or (z) any provision of law implementing, or complying with, or introduced to conform with, such directive, regulation, intergovernmental agreement or international agreement; or
 - (iv) in respect of the Notes an amount is only withheld or deducted because the Notes have been collected for the relevant Holder by a banking institution in the Federal Republic of Germany, which has kept or keeps such Notes in safe custody for such Holder; or
 - (v) to the extent such withholding or deduction is required pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Internal Revenue Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Internal Revenue Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any of the foregoing or under any intergovernmental agreement entered into in connection with the implementation of such Sections of the Internal Revenue Code; or
 - (vi) in respect of the Notes any such taxes, duties or governmental charges are imposed or levied otherwise than by withholding or deduction from any payment of principal.
- (b) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations (provided this change or amendment is effective on or after the day on which the last Tranche of this Series of Notes was issued), the Issuer is required to pay Additional Amounts (as defined in sub-paragraph (a) herein) on the Maturity Date or in the case of a purchase or exchange of Notes (if § 2 sub-paragraph (1) or sub-paragraph (2) of these Terms and Conditions are applicable to the Notes), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 12 of these Terms and Conditions and may be redeemed at their relevant Early Redemption Amount in accordance with § 5 sub-paragraph (3) of these Terms and Conditions.

However, no such termination may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such termination is given, such obligation to pay such Additional Amounts or make such deduction or withholding does not remain in effect.

Any such termination shall be given in accordance with § 12 of these Terms and Conditions. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the circumstances constituting the termination right of the Issuer.

§ 10 Substitution

- (1) *Substitution.* The Issuer shall be entitled at any time, without the consent of the Holders, if no payment of principal of any of the Notes is in default, to substitute for the Issuer another company ("**Substitute Debtor**") as principle debtor in respect of any and all obligations arising from and in connection with these Notes, provided that:
- (a) the Substitute Debtor can perform all obligations under and in connection with these Notes and, in particular, is able to transfer to the Clearing System all amounts necessary therefore without restrictions in such currency in which the Notes are denominated, and
 - (b) the Substitute Debtor has been granted all necessary consents from the authorities of the country in which it has its seat, and
 - (c) the Substitute Debtor establishes in a suitable manner that it is permitted to transfer to the Clearing System all amounts necessary for the performance of the payment obligations under or in connection with these Notes without having to withhold any taxes, duties or governmental charges at source, and
 - (d) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty or governmental charge imposed on such Holder in respect of such substitution, and
 - (e) the Issuer (in such case also referred to as "**Guarantor**") irrevocably and unconditionally guarantees such obligations of the Substitute Debtor under these Terms and Conditions.
- (2) *Notice.* Notice of any such substitution shall be published in accordance with § 12 of these Terms and Conditions.
- (3) *Change of References.* In the event of such a substitution, (i) every reference in these Terms and Conditions to the Issuer shall be deemed to refer to the Substitute Debtor, and (ii) the right of the Holders pursuant to § 5 sub-paragraph (1) of these Terms and Conditions to declare their Notes due for immediate redemption at the Early Redemption Amount shall also apply if any of the events referred to in § 5 sub-paragraph (1) (c) through (e) of these Terms and Conditions occurs in relation to the Guarantor.
- (4) *Validity.* After the substitution of the Issuer by a Substitute Debtor this § 10 shall apply again.

§ 11

Issue of further Notes / Purchase / Cancellation

- (1) *Issue of further Notes.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date and/or issue price) so as to form a single Series with the Notes and increase the aggregate principal amount of such Series.
- (2) *Purchase.* The Issuer may at any time purchase Notes in any market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.
- (3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 12

Notices

- (1) *Publication in the Federal Republic of Germany.* All notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*). Any notice so given will be deemed to have been validly given on the date of such publication.
- (2) *The following sub-paragraphs apply if the Final Terms specify that the Notes are admitted to trading on the Regulated Market "Bourse de Luxembourg" of the Luxembourg Stock Exchange and are listed on the Official List of the Luxembourg Stock Exchange and/or on any other or further stock exchange.*
- (a) *Publication in a Daily Newspaper.* In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published in a leading daily newspaper (as specified in the Final Terms) having general circulation in the state in which the stock exchange has its registered office (as specified in the Final Terms). Any notice so given will be deemed to have been validly given on the date of such publication.
- (b) *Publication on the Website.* In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published on the website (as specified in the Final Terms) of the stock exchange as specified in the Final Terms. Any notice so given will be deemed to have been validly given on the date of such publication.

§ 13

Applicable Law / Place of Jurisdiction / Enforcement

- (1) *Applicable Law.* The Notes shall be governed by German law.
- (2) *Place of Jurisdiction.* Non-exclusive place of jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes shall be Frankfurt am Main. Exclusive place of jurisdiction shall be Frankfurt am Main for all Proceedings arising from matters provided for in these Terms and Conditions for merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to the general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).
- (3) *Enforcement.* Any Holder of Notes may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such Proceedings of the actual records or the Global Note representing the Notes.

For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under the Notes also in any other way which is permitted in the country in which the Proceedings are initiated.

A4. Terms and Conditions of Fixed to Floating Rate Preferred Senior Notes

§ 1

Currency / Denomination / Form / Definitions

(1) *Currency, Denomination.* This Series of preferred senior notes (the "**Notes**") of DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**") is being issued in the currency as specified in the Final Terms, and in the aggregate principal amount as specified in the Final Terms (subject to sub-paragraph (7) if the Final Terms specify that the global note is a new global note ("**NGN**")), and in the denomination as specified in the Final Terms (the "**Specified Denomination**" or the "**Principal Amount**").

(2) *Form.* The Notes are issued in bearer form and represented by one or more global notes (each a "**Global Note**").

(3) *The following sub-paragraph applies if the Final Terms specify that the Notes are represented by a Permanent Global Note.*

Permanent Global Note. The Notes are represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Permanent Global Note shall be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(4) *The following sub-paragraphs apply if the Final Terms specify that the Notes are initially represented by a Temporary Global Note.*

(a) *Temporary Global Note.* The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall each additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(b) *Exchange.* The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date (the "**Exchange Date**") 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that any beneficial owner of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this sub-paragraph (b). Any Notes delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined sub-paragraph (c)).

(c) *United States.* For purposes of sub-paragraph (b), "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(5) *Clearing System.* The Global Note will be kept in custody by or on behalf of a Clearing System. For these purposes and as specified in the Final Terms, "**Clearing System**" means

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("**CBF**"); or

(b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg ("**CBL**"); and/or

(c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brussels, Kingdom of Belgium ("**Euroclear**").

CBL and Euroclear are each an international central securities depository ("**ICSD**" and together the "**ICSDs**").

The following sub-paragraph applies if the Final Terms specify that the Notes are kept in custody on behalf of the ICSDs and the Global Note is a NGN.

The Notes are issued in NGN form and are kept in custody by a common safekeeper on behalf of both ICSDs.

*The following sub-paragraph applies if the Final Terms specify that the Notes are kept in custody on behalf of the ICSDs and the Global Note is a classical global note ("**CGN**").*

The Notes are issued in CGN form and are kept in custody by a common depository on behalf of both ICSDs.

(6) *Holder of Notes.* "**Holder**" is any holder of a proportionate co-ownership or other right in the Notes.

(7) *The following sub-paragraphs apply if the Final Terms specify that the Global Note and the Temporary Global Note, respectively, are a NGN.*

Records of the ICSDs. The aggregate principal amount of Notes represented by the Global Note shall be the aggregate principal amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of Notes represented by the Global Note and, for these purposes, a

statement issued by an ICSD stating the aggregate principal amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

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

On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered *pro rata* in the records of the ICSDs.

§ 2 Interest

(1) *Rate of Interest.* Subject to § 4 sub-paragraph (1) or § 4 sub-paragraph (2) of these Terms and Conditions (if the Final Terms specify the option of early redemption), the Notes will bear interest on the Specified Denomination from and including the interest commencement date as specified in the Final Terms (the "**Interest Commencement Date**") initially at the Fixed Rate of Interest pursuant to sub-paragraph (2) and, subsequently, from and including the last Fixed Interest Payment Date as defined in sub-paragraph (2) up to but excluding the Maturity Date pursuant to § 3 of these Terms and Conditions at the Floating Rate of Interest pursuant to sub-paragraph (3).

(2) *Fixed Rate of Interest/Fixed Interest Payment Dates.* The Notes will bear interest on the Specified Denomination from and including the Interest Commencement Date (as defined in sub-paragraph (1)) and as specified in the Final Terms and subject to § 4 of these Terms and Conditions up to but excluding the last Fixed Interest Payment Date as specified in the Final Terms, at the fixed rate of interest as specified in the Final Terms (the "**Fixed Rate of Interest**"). Interest will be payable in arrears on the dates as specified in the Final Terms (the "**Fixed Interest Payment Dates**"). The last Fixed Interest Payment Date is specified in the Final Terms. If broken interest amounts are payable on the Notes (short/long first/last coupon), such amounts will be specified in the Final Terms.

(a) *Business Day Convention.* If any Fixed Interest Payment Date would otherwise fall on a day which is not a Business Day in accordance with sub-paragraph (v), then,

- (i) if the Final Terms specify "**Modified Following Business Day Convention**", such Fixed Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Fixed Interest Payment Date shall be the immediately preceding Business Day; or
- (ii) if the Final Terms specify "**FRN Convention**", such Fixed Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Fixed Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Fixed Interest Payment Date shall be the last Business Day in the month which falls in the period as specified in the Final Terms after the preceding applicable Fixed Interest Payment Date; or
- (iii) if the Final Terms specify "**Following Business Day Convention**", such Fixed Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (iv) if the Final Terms specify "**Preceding Business Day Convention**", such Fixed Interest Payment Date shall be the immediately preceding Business Day.

The following sub-paragraph applies if the Final Terms specify that interest shall be adjusted.

Adjustment of Interest. If the due date for payment is brought forward or postponed, the amount of interest shall be adjusted accordingly.

The following sub-paragraph applies if the Final Terms specify that interest shall not be adjusted.

No Adjustment of Interest. The Holder shall not be entitled to further interest or other payment in respect of any such postponement.

- (v) *Business Day.* For purposes of sub-paragraphs (i), (ii), (iii) or (iv) and as specified in the Final Terms, "**Business Day**" means
 - (x) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) settle payments; or
 - (y) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

(b) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less or more than a full year, such interest shall be calculated on the basis of the Day Count Fraction as defined in sub-paragraph (c) below and as specified in the Final Terms.

(c) *Day Count Fraction for fixed interest periods.* "**Day Count Fraction**" means, in respect of the calculation of the interest amount on any Note for any period of time (the "**Calculation Period**"):

(aa) if "**Actual/Actual (ICMA Rule 251)**" is specified in the Final Terms,

(aaa) in the case that the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the "**Number of ICMA Determination Dates in one calendar year**" (as specified in the Final Terms); or

(bbb) in the case that the Calculation Period is longer than the Determination Period (as defined below) during which the Calculation Period ends, the sum of

(i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year; and

(ii) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year.

"**Determination Period**" means the period from, and including, an "**ICMA Determination Date**" (as specified in the Final Terms) to, but excluding, the next ICMA Determination Date (including, where the Interest Commencement Date is not an ICMA Determination Date, the period commencing on the first ICMA Determination Date prior to the Interest Commencement Date, and where the last Fixed Interest Payment Date is not an ICMA Determination Date, the first ICMA Determination Date falling after the last Fixed Interest Payment Date); or

(bb) if "**Actual/365 (Fixed)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365; or

(cc) if "**Actual/365 (Sterling)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of a Fixed Interest Payment Date falling in a leap year, 366; or

(dd) if "**Actual/360**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 360; or

(ee) if "**30/360, 360/360 or Bond Basis**" is specified in the Final Terms, the number of days in the Calculation 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 (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation 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 (B) the last day of the Calculation 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); or

(ff) if "**30E/360 or Eurobond Basis**" is specified in the Final Terms, the number of days in the Calculation Period divided by 360 (such 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 Calculation Period unless, in the case of the final Calculation Period, the Maturity Date 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).

(3) *Floating Rate of Interest/Floating Interest Payment Dates.* The Notes will bear interest on the Specified Denomination from and including the last Fixed Interest Payment Date (as defined in sub-paragraph (2)) and as specified in the Final Terms and subject to § 4 of these Terms and Conditions up to but excluding the Maturity Date pursuant to § 3 of these Terms and Conditions, at the floating rate of interest as specified in the Final Terms (the "**Floating Rate of Interest**"). The Floating Rate of Interest will be determined by the calculation agent as specified in the Final Terms (the "**Calculation Agent**") pursuant to the following provisions. Interest will be payable in arrears on the dates as specified in the Final Terms (the "**Floating Interest Payment Dates**").

(a) *Business Day Convention.* If any Floating Interest Payment Date would otherwise fall on a day which is not a Business Day in accordance with sub-paragraph (v), then,

(i) if the Final Terms specify "**Modified Following Business Day Convention**", such Floating Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Floating Interest Payment Date shall be the immediately preceding Business Day; or

(ii) if the Final Terms specify "**FRN Convention**", such Floating Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Floating Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Floating Interest Payment Date shall be the last Business Day in the month which falls in the period as specified in the Final Terms after the preceding applicable Floating Interest Payment Date; or

(iii) if the Final Terms specify "**Following Business Day Convention**", such Floating Interest Payment Date shall be postponed to the next day which is a Business Day; or

(iv) if the Final Terms specify "**Preceding Business Day Convention**", such Floating Interest Payment Date shall be the immediately preceding Business Day.

The following sub-paragraph applies if the Final Terms specify that interest shall be adjusted.

Adjustment of Interest. If the due date for payment is brought forward or postponed, the amount of interest shall be adjusted accordingly.

The following sub-paragraph applies if the Final Terms specify that interest shall not be adjusted.

No Adjustment of Interest. The Holder shall not be entitled to further interest or other payment in respect of any such postponement.

(v) **Business Day.** For purposes of sub-paragraphs (i), (ii), (iii) or (iv) and as specified in the Final Terms, "**Business Day**" means:

(x) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) settle payments; or

(y) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

(b) **Interest Period.** The period from the last Fixed Interest Payment Date (including) to the last day (including) preceding the first Floating Interest Payment Date and the period from each Floating Interest Payment Date (including) to the last day (including) preceding each following Floating Interest Payment Date and for the last time to the last day (including) preceding the Maturity Date hereinafter referred to as "**Interest Period**" as specified in the Final Terms.

(c) **Reference Rate of Interest.**

(aa) *The following sub-paragraphs apply if the Final Terms specify **EURIBOR (Euro Interbank Offered Rate)** as the reference rate of interest:*

(i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the EURIBOR rate for euro-deposits (as specified in the Final Terms) for the relevant Interest Period as determined in accordance with sub-paragraphs (ii), (iii), (iv) or (v) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable (as specified in the Final Terms).

The following sub-paragraph applies if the Final Terms specify a Minimum Rate of Interest:

Minimum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is lower than the Minimum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Minimum Rate of Interest as specified in the Final Terms.

The following sub-paragraph applies if the Final Terms specify a Maximum Rate of Interest:

Maximum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is higher than the Maximum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Maximum Rate of Interest as specified in the Final Terms.

(ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the EURIBOR rate for euro deposits for the relevant Interest Period quoted by the member banks of the EURIBOR panel which appears on Reuters page EURIBOR01 (or on any other substitute page of Reuters or of any other determined information provider or successor) at about 11:00 a.m. (Brussels time), multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.

(iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such EURIBOR rate appears at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request four selected major banks in the Euro-Zone interbank market to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for euro-deposits to prime banks in the Euro-Zone interbank market for the relevant Interest Period and in an amount that is representative for a single transaction on the respective Interest Determination Date at about 11:00 a.m. (Brussels time) on the respective Interest Determination Date. "**Euro-Zone**" means the region comprised of those Member States of the European Union that have adopted the euro in accordance with the Treaty establishing the European Community, as amended. If two or more of the four selected major banks in the Euro-Zone interbank market provide the Calculation Agent with such offered quotations, the Floating Rate of Interest for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest 1/1,000 per cent, with 0.0005 being rounded upwards) of such offered quotations multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.

(iv) If on the respective Interest Determination Date only one or none of the four selected major banks in the Euro-Zone interbank market provides the Calculation Agent with such offered quotations as provided for in the preceding sub-paragraph (iii), the Floating Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest 1/1,000 per cent, with 0.0005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the Euro-Zone interbank market, selected by the Calculation Agent with reasonable care, at which

they offer at about 11:00 a.m. (Brussels time) on the respective Interest Determination Date euro-denominated loans for the relevant Interest Period to leading European banks and in an amount that is representative for a single transaction on the respective Interest Determination Date, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.

- (v) If on any Interest Determination Date the EURIBOR rate cannot be determined in accordance with sub-paragraphs (ii), (iii) or (iv) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The EURIBOR rate relevant for the calculation of the applicable Floating Rate of Interest will be the last published EURIBOR rate for euro deposits for the relevant Interest Period, determined by the Calculation Agent which appears on Reuters page EURIBOR01 (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (vi) If the EURIBOR rate for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest is available which either is officially announced as successor to the EURIBOR rate or, failing that, in the opinion of the Issuer, comes as close as possible to the composition of the existing EURIBOR rate, the existing EURIBOR rate will be replaced for the remaining term to maturity of the Notes by such substitute reference rate of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rate of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rate of interest as well as the administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 12 of these Terms and Conditions.
- (vii) If the EURIBOR rate for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest in accordance with sub-paragraph (vi) is not available, the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 12 of these Terms and Conditions and may be redeemed at their relevant Early Redemption Amount in accordance with § 5 sub-paragraph (3) of these Terms and Conditions.

Business Day in the meaning of this sub-paragraph (aa) means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET²) settles payments.

- (ab) *The following sub-paragraphs apply if the Final Terms specify **LIBOR (London Interbank Offered Rate)** as the reference rate of interest:*
 - (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the LIBOR rate for deposits in the specified currency (as specified in the Final Terms) for the relevant Interest Period as determined in accordance with sub-paragraphs (ii), (iii), (iv) or (v) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable, (as specified in the Final Terms).

The following sub-paragraph applies if the Final Terms specify a Minimum Rate of Interest:

Minimum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is lower than the Minimum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Minimum Rate of Interest as specified in the Final Terms.

The following sub-paragraph applies if the Final Terms specify a Maximum Rate of Interest:

Maximum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is higher than the Maximum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Maximum Rate of Interest as specified in the Final Terms.

- (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the LIBOR rate for deposits in the specified currency for the relevant Interest Period which appears on Reuters page LIBOR01 or LIBOR02 (or on any other substitute page of Reuters or of any other determined information provider or successor) at about 11:00 a.m. (London time), multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such LIBOR rate appears at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request four selected major banks in the London interbank market to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for deposits in the specified currency (as specified in the Final Terms) to prime banks in the London interbank market for the relevant Interest Period and in an amount that is representative for a single transaction on the respective Interest Determination Date at about 11:00 a.m. (London time) on the respective Interest Determination Date. If two or more of the four selected major banks in the London interbank market provide the Calculation Agent with such offered quotations, the Floating Rate of Interest for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded

upwards) of such offered quotations multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.

- (iv) If on the respective Interest Determination Date only one or none of the four selected major banks in the London interbank market provides the Calculation Agent with such offered quotations as provided for in the preceding subparagraph (iii), the Floating Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the London interbank market, selected by the Calculation Agent with reasonable care, at which they offer at about 11:00 a.m. (London time) on the respective Interest Determination Date loans denominated in the specified currency (as specified in the Final Terms) for the relevant Interest Period to leading European banks and in an amount that is representative for a single transaction on the respective Interest Determination Date, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (v) If on any Interest Determination Date the LIBOR rate cannot be determined in accordance with sub-paragraphs (ii), (iii) or (iv) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The LIBOR rate relevant for the calculation of the applicable Floating Rate of Interest will be the last published LIBOR rate for deposits in the specified currency for the relevant Interest Period, determined by the Calculation Agent which appears on Reuters page LIBOR01 or LIBOR02 (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (vi) If the LIBOR rate for deposits in the specified currency for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest is available which either is officially announced as successor to the LIBOR rate or, failing that, in the opinion of the Issuer, comes as close as possible to the composition of the existing LIBOR rate, the existing LIBOR rate will be replaced for the remaining term to maturity of the Notes by such substitute reference rate of interest, provided that, in accordance with Article 29 subparagraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rate of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rate of interest as well as the administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 12 of these Terms and Conditions.
- (vii) If the LIBOR rate for deposits in the specified currency for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest in accordance with sub-paragraph (vi) is not available, the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 12 of these Terms and Conditions and may be redeemed at their relevant Early Redemption Amount in accordance with § 5 subparagraph (3) of these Terms and Conditions.

Business Day in the meaning of this sub-paragraph (ab) means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (including dealing in foreign exchange and foreign currency) in London and in the principal financial centre of the country of the relevant currency (as specified in the Final Terms).

(ac) *The following sub-paragraphs apply if the Final Terms specify a CMS (Constant Maturity Swap) rate as the reference rate of interest:*

- (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the Year Swap Rate for the specified currency (as specified in the Final Terms) (the relevant middle swap rate against the respective reference rate of interest as specified in the Final Terms) (the "**Swap Rate**") (as specified in the Final Terms) as determined in accordance with sub-paragraphs (ii), (iii) or (iv) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable, (as specified in the Final Terms).

The following sub-paragraph applies if the Final Terms specify a Minimum Rate of Interest:

Minimum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is lower than the Minimum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Minimum Rate of Interest as specified in the Final Terms.

The following sub-paragraph applies if the Final Terms specify a Maximum Rate of Interest:

Maximum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is higher than the Maximum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Maximum Rate of Interest as specified in the Final Terms.

- (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the Swap Rate which appears on the Reuters page as specified in the Final Terms (or on any other substitute page of Reuters or of any other determined information provider or successor) at the time specified in the Final Terms, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.

- (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such Swap Rate appears at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request five leading swap dealers in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for the relevant mid-market annual swap rate to a recognised swap dealer in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) for the relevant Interest Period and in an amount that is representative for a single swap transaction in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) on the respective Interest Determination Date at the time specified in the Final Terms on the respective Interest Determination Date. "**Euro-Zone**" means the region comprised of those Member States of the European Union that have adopted the euro in accordance with the Treaty establishing the European Community, as amended. If at least three of the five requested leading swap dealers in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) provide the Calculation Agent with such offered quotations, the Floating Rate of Interest for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of such offered quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest) multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.
- (iv) If on any Interest Determination Date the Swap Rate cannot be determined in accordance with sub-paragraphs (ii) or (iii) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The Swap Rate relevant for the calculation of the applicable Floating Rate of Interest will be the last published Swap Rate for the relevant Interest Period, determined by the Calculation Agent which appears on the Reuters page as specified in the Final Terms (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (v) If the Swap Rate for the relevant Interest Period ceases to exist and a suitable substitute reference rate of interest is available which either is officially announced as successor to the Swap Rate or, failing that, in the opinion of the Issuer, comes as close as possible to the composition of the existing Swap Rate, the existing Swap Rate will be replaced for the remaining term to maturity of the Notes by such substitute reference rate of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rate of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rate of interest as well as the administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 12 of these Terms and Conditions.
- (vi) If the Swap Rate for the relevant Interest Period ceases to exist and a suitable substitute reference rate of interest in accordance with sub-paragraph (v) is not available, the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 12 of these Terms and Conditions and may be redeemed at their relevant Early Redemption Amount in accordance with § 5 sub-paragraph (3) of these Terms and Conditions.

If the Notes are denominated in euro, Business Day in the meaning of this sub-paragraph (ac) means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) settles payments. If the Notes are denominated in a currency other than euro, Business Day in the meaning of this sub-paragraph (ac) means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (including dealing in foreign exchange and foreign currency) in the principal financial centre of the country of the relevant currency (as specified in the Final Terms).

- (ad) *The following sub-paragraphs apply if the Final Terms specify a **difference between two CMS (Constant Maturity Swap) rates** as the reference rate of interest:*
- (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the difference (expressed as a percentage rate per annum) between the two Year Swap Rates for the specified currency (as specified in the Final Terms) (the relevant middle swap rate against the respective reference rate of interest as specified in the Final Terms) (the "**Swap Rates**") (as specified in the Final Terms) as determined in accordance with sub-paragraphs (ii), (iii) or (iv) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable, (as specified in the Final Terms).

*The following sub-paragraph applies if the Final Terms specify a **Minimum Rate of Interest**:*

Minimum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the provisions of this sub-paragraph (ad) is lower than the Minimum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Minimum Rate of Interest as specified in the Final Terms.

*The following sub-paragraph applies if the Final Terms specify a **Maximum Rate of Interest**:*

Maximum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the provisions of this sub-paragraph (ad) is higher than the Maximum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Maximum Rate of Interest as specified in the Final Terms.

- (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the Swap Rates which appear on the Reuters page as specified in the Final Terms (or on any other substitute page of Reuters or of any other determined information provider or successor) at the time specified in the Final Terms, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such Swap Rates appear at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request five leading swap dealers in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for the relevant mid-market annual swap rates to a recognised swap dealer in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) for the relevant Interest Period and in an amount that is representative for a single swap transaction in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) on the respective Interest Determination Date at the time specified in the Final Terms on the respective Interest Determination Date. "**Euro-Zone**" means the region comprised of those Member States of the European Union that have adopted the euro in accordance with the Treaty establishing the European Community, as amended. If at least three of the five requested leading swap dealers in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) provide the Calculation Agent with such offered quotations, the Swap Rates for the relevant Interest Period shall be the relevant arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of such offered quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest) multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.
- (iv) If on any Interest Determination Date the Swap Rates cannot be determined in accordance with sub-paragraphs (ii) or (iii) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The Swap Rates relevant for the calculation of the applicable Floating Rate of Interest will be the last published Swap Rates for the relevant Interest Period, determined by the Calculation Agent which appear on the Reuters page as specified in the Final Terms (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (v) If the Swap Rates for the relevant Interest Period cease to exist and suitable substitute reference rates of interest are available which either are officially announced as successors to the Swap Rates or, failing that, in the opinion of the Issuer, come as close as possible to the composition of the existing Swap Rates, the existing Swap Rates will be replaced for the remaining term to maturity of the Notes by such substitute reference rates of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rates of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rates of interest as well as the administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 12 of these Terms and Conditions.
- (vi) If the Swap Rates for the relevant Interest Period cease to exist and suitable substitute reference rates of interest in accordance with sub-paragraph (v) are not available, the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 12 of these Terms and Conditions and may be redeemed at their relevant Early Redemption Amount in accordance with § 5 sub-paragraph (3) of these Terms and Conditions.

If the Notes are denominated in euro, Business Day in the meaning of this sub-paragraph (ad) means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) settles payments. If the Notes are denominated in a currency other than euro, Business Day in the meaning of this sub-paragraph (ad) means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (including dealing in foreign exchange and foreign currency) in the principal financial centre of the country of the relevant currency (as specified in the Final Terms).

- (d) *Interest Amount.* The Calculation Agent will calculate on each Interest Determination Date the interest amount payable on the aggregate principal amount of the Notes (as specified in the Final Terms) and/or on the Specified Denomination of the Notes (as specified in the Final Terms) (the "**Interest Amount**") for the respective Interest Period by applying the Floating Rate of Interest for the respective Interest Period to the aggregate principal amount of the Notes and/or to the Specified Denomination of the Notes, multiplying the product by the Day Count Fraction (as defined in sub-paragraph (e) below and as specified in the Final Terms), and rounding the resultant figure to the nearest sub-unit of the relevant currency, half of any such sub-unit being rounded upwards.

(e) *Day Count Fraction for floating interest periods.* "**Day Count Fraction**" means, in respect of the calculation of the interest amount on any Note for any period of time (the "**Calculation Period**"):

(aa) if "**Actual/Actual (ICMA Rule 251)**" is specified in the Final Terms,

(aaa) in the case that the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the "**Number of ICMA Determination Dates in one calendar year**" (as specified in the Final Terms); or

(bbb) in the case that the Calculation Period is longer than the Determination Period (as defined below) during which the Calculation Period ends, the sum of

(i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year; and

(ii) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year.

"**Determination Period**" means the period from, and including, an "**ICMA Determination Date**" (as specified in the Final Terms) to, but excluding, the next ICMA Determination Date (including, where the last Fixed Interest Payment Date is not an ICMA Determination Date, the period commencing on the first ICMA Determination Date prior to the last Fixed Interest Payment Date, and where the final Floating Interest Payment Date is not an ICMA Determination Date, the first ICMA Determination Date falling after the final Floating Interest Payment Date); or

(bb) if "**Actual/365 (Fixed)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365; or

(cc) if "**Actual/365 (Sterling)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of an Floating Interest Payment Date falling in a leap year, 366; or

(dd) if "**Actual/360**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 360; or

(ee) if "**30/360, 360/360 or Bond Basis**" is specified in the Final Terms, the number of days in the Calculation 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 (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation 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 (B) the last day of the Calculation 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); or

(ff) if "**30E/360 or Eurobond Basis**" is specified in the Final Terms, the number of days in the Calculation Period divided by 360 (such 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 Calculation Period unless, in the case of the final Calculation Period, the Maturity Date 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).

(f) *Publication of Floating Rate of Interest, Interest Amount and Floating Interest Payment Date.* The Calculation Agent shall arrange for the immediate publication in accordance with § 12 of these Terms and Conditions of the respective Floating Rate of Interest determined for the respective Interest Period, the interest amount payable on the aggregate principal amount of the Notes and/or on the Specified Denomination of the Notes and the Floating Interest Payment Date. In the event of an extension or shortening of the Interest Period, the interest amount payable and the Floating Interest Payment Date may subsequently be corrected, or appropriate alternative arrangements may be made by way of adjustment by the Calculation Agent without a publication being necessary with regard thereto. In all other respects, the determination of the relevant Floating Rates of Interest and the interest amounts payable in each instance, when made in accordance with the preceding sub-paragraphs (a) to (e), shall be binding upon all parties. The Holders do not have any claims against the Calculation Agent regarding the way of handling or not handling its rights, duties and discretionary decisions resulting out of this sub-paragraph (f).

(4) *Accrual of Interest.* The Notes shall cease to bear interest from the expiry of the day preceding the day on which they are due for redemption. If the Issuer shall fail to redeem the Notes in full or in part on the Maturity Date pursuant to § 3 of these Terms and Conditions, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes from the Maturity Date pursuant to § 3 of these Terms and Conditions until the expiry of the day preceding the day of the actual redemption of the Notes at the default rate of interest established by law²¹.

²¹ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 German Civil Code (Bürgerliches Gesetzbuch).

§ 3 Redemption

Redemption at Final Maturity. Unless previously redeemed or repurchased and cancelled, the Issuer will redeem the Notes at par on the maturity date (the "**Maturity Date**") as specified in the Final Terms.

§ 4 Early Redemption

(1) *The following sub-paragraph applies if the Final Terms specify that the Notes are subject to Early Redemption at the option of the Issuer (Call Option):*

Early Redemption at the option of the Issuer (Call Option). In addition to the right to terminate the Notes pursuant to § 2 sub-paragraph (3) (c) (aa) (vii), § 2 sub-paragraph (3) (c) (ab) (vii), § 2 sub-paragraph (3) (c) (ac) (vi), § 2 sub-paragraph (3) (c) (ad) (vi) or § 9 sub-paragraph (2) (b) of these Terms and Conditions, the Issuer shall have the right upon giving notice in accordance with § 12 of these Terms and Conditions to terminate the Notes, in whole but not in part, subject to a "**Minimum Notice Period**" (as specified in the Final Terms), with effect to the "**Call Redemption Date(s)**" (as specified in the Final Terms) at their respective Early Redemption Amount pursuant to § 5 sub-paragraph (3) of these Terms and Conditions.

(2) *The following sub-paragraph applies if the Final Terms specify that the Notes are subject to Early Redemption at the option of a Holder (Put Option):*

Early Redemption at the option of a Holder (Put Option). In addition to the right to terminate the Notes pursuant to § 5 sub-paragraph (1) of these Terms and Conditions, each Holder shall have the right to terminate its Notes, subject to a "**Minimum Notice Period**" (as specified in the Final Terms), with effect to the "**Put Redemption Date(s)**" (as specified in the Final Terms). The Issuer shall, at the option of a Holder of any Note, redeem such Note on the Put Redemption Date(s) (as specified in the Final Terms) at the respective Early Redemption Amount pursuant to § 5 sub-paragraph (3) of these Terms and Conditions.

In order to exercise such option, a Holder must send to the office of the Fiscal Agent (as specified in the Final Terms) a notice in text format (*Textform*) in the German or English language ("**Termination Notice**"). The Termination Notice must be received at the latest by 5:00 p.m. (Frankfurt time) on the Business Day preceding the first Business Day of a minimum notice period (as specified in the Final Terms). Otherwise, the option shall not have been validly exercised. The Termination Notice must specify

- (a) the aggregate principal amount of the Notes in respect of which such option is exercised;
- (b) the securities identification numbers; and,
- (c) if the Final Terms specify CBF as Clearing System, contact details as well as a bank account.

A form of a Termination Notice is available at the office of the Fiscal Agent (as specified in the Final Terms) and may be used which includes further information. Evidence that such Holder at the time the Termination Notice is given is the Holder of the relevant Notes shall be attached to the Termination Notice. Such proof may be furnished in the form of a certificate provided by the Custodian (as defined in § 13 subparagraph (3) of these Terms and Conditions) or in other appropriate manner. A Termination Notice, once validly given, is irrevocable. The Issuer shall only be required to redeem the Notes in respect of which such option is exercised against delivery of such Notes to the Issuer or to its order.

(3) *The following sub-paragraph applies if the Final Terms specify that the Notes are not subject to Early Redemption at the option of the Issuer and/or of a Holder:*

No Early Redemption at the option of the Issuer and/or of a Holder. Neither the Issuer nor any Holder shall be entitled to any termination of the Notes.

§ 5 Events of Default / Early Redemption Amount

(1) *Events of Default.* Each Holder shall be entitled to terminate the Notes for good cause (*aus wichtigem Grund*) and to demand the immediate redemption thereof at an amount calculated according to sub-paragraph (3). A good cause (*wichtiger Grund*) exists, in particular, if

- (a) the Issuer is in default for a period of more than 30 days in the payment of amounts on the Notes as and when the same shall become due and payable; or
- (b) the Issuer fails duly to perform any other obligation arising from these Terms and Conditions and such failure continues for more than 45 days after the Fiscal Agent has received a notice in text format (*Textform*) thereof from a Holder demanding the performance or observance of such obligation; or
- (c) the Issuer suspends payments or announces its inability to pay its debts; or
- (d) any insolvency proceedings against the Issuer are ordered by a court or such proceedings are instituted and not being ceased or stayed within 60 days, or the competent supervisory authority or the resolution authority for the Issuer, respectively, applies for any such proceedings; or
- (e) the Issuer goes into liquidation unless this is done in connection with a merger, consolidation or other form of combination with another company or in connection with a conversion and the other or new company assumes all obligations contracted by the Issuer in connection with these Terms and Conditions.

The right to declare Notes due shall terminate if the situation giving rise to such right has been cured before the right is exercised.

(2) *Notice.* Any notice or termination in accordance with sub-paragraph (1) shall be made by means of a declaration in text format (*Textform*) in the German or English language to the specified office of the Fiscal Agent (as specified in the Final Terms) together with proof that such Holder at the time of such notice or termination is the Holder of the relevant Notes. Such proof may be furnished in the form of a certificate provided by the Custodian (as defined in § 13 sub-paragraph (3) of these Terms and Conditions) or in other appropriate manner.

(3) *Early Redemption Amount.* In case of a termination pursuant to sub-paragraph (1), § 2 sub-paragraph (3) (c) (aa) (vii), § 2 sub-paragraph (3) (c) (ab) (vii), § 2 sub-paragraph (3) (c) (ac) (vi), § 2 sub-paragraph (3) (c) (ad) (vi), § 4 sub-paragraph (1), § 4 sub-paragraph (2) or § 9 sub-paragraph (2) (b) of these Terms and Conditions, the redemption shall be made at an amount to be determined in accordance with the following provision (the "**Early Redemption Amount**"):

The Early Redemption Amount is the Principal Amount plus accrued interest, if any.

§ 6

Payments / Fiscal Agent / Paying Agent / Calculation Agent

(1) *Payments of Principal and/or Interest/Discharge.* Any amounts payable under these Terms and Conditions shall be paid by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders for subsequent transfer to the Holders. The Issuer will be discharged from its payment obligation to the Holders by payment to, or to the order of, the Clearing System.

(2) *The following sub-paragraph applies if the Final Terms specify, that interest is payable on a Temporary Global Note.*

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to sub-paragraph (3), by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders, upon due certification as provided in § 1 sub-paragraph (4) (b) of these Terms and Conditions, for subsequent transfer to the Holders.

(3) *Manner of Payment.* Payments of amounts due on the Notes shall be made in the freely convertible currency as specified in the Final Terms which on the respective due date is the legal currency of the country of the specified currency. Notwithstanding the provisions of § 9 of these Terms and Conditions, payments of amounts due on the Notes will be subject in all cases to (i) any fiscal and other laws and regulations applicable thereto in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (commonly known as FATCA), any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

(4) *Payment Date.* If the Maturity Date in respect of any Note is not a Payment Date then the Holder shall not be entitled to payment until the next such day in the relevant place of business and shall not be entitled to further interest or other payment in respect of such delay. For these purposes and as specified in the Final Terms, "**Payment Date**" means

- (a) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) settle payments; or
- (b) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

(5) *Deposit of Principal and/or Interest.* The Issuer may deposit with the Local Court (*Amtsgericht*) in Frankfurt am Main principal and/or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

(6) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent and/or any Paying Agent and/or the Calculation Agent (as specified in the Final Terms) and to appoint another Fiscal Agent and/or additional or other Paying Agents and/or another Calculation Agent. The Issuer shall at all times maintain a Fiscal Agent and/or a Paying Agent (which may be the Fiscal Agent) and/or a Calculation Agent (which may be the Fiscal Agent). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 12 of these Terms and Conditions.

(7) *Agents of the Issuer.* The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in such capacity are acting solely as agents of the Issuer and no relationship of agency or trust exists between the Fiscal Agent and/or the Paying Agent and/or the Calculation Agent and the Holders of the Notes. The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in making, omitting or accepting declarations, in acting or failing to act shall only be liable in so far as they have violated the due care of a proper merchant (*Sorgfalt eines ordentlichen Kaufmanns*).

§ 7
Presentation Period

Presentation Period. The presentation period for Notes due provided in § 801 sub-paragraph 1, sentence 1 German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years. The period for prescription for Notes presented for payment during the presentation period shall be two years beginning at the end of the relevant presentation period.

§ 8
Status

Status. The Notes constitute unsecured and preferred senior obligations of the Issuer ranking

- (a) *pari passu* among themselves and *pari passu* with all other unsecured and preferred senior debt instruments of the Issuer;
- (b) *senior* to (i) unsecured and non-preferred senior debt instruments of the Issuer, (ii) subordinated debt of the Issuer that is not Additional Tier 1 or Tier 2 capital, (iii) Tier 2 capital instruments, (iv) Additional Tier 1 capital instruments and (v) Common Equity Tier 1 capital instruments;
- (c) *subordinated* to obligations of the Issuer preferred by applicable law.

§ 9
Taxation / Early Redemption for Reasons of Taxation

- (1) *The following sub-paragraph applies if the Final Terms specify that the gross-up provision shall not apply to the Notes.*

Withholding Tax. All amounts of principal and/or interest payable in respect of the Notes shall be paid without withholding or deduction for or on account of any present or future taxes, duties or governmental charges of whatever nature imposed or levied by way of withholding or deduction at source (*Quellensteuer*) by or in or for the account of the Federal Republic of Germany or by or for the account of any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

- (2) *The following sub-paragraph applies if the Final Terms specify that the gross-up provision shall apply to the Notes.*

- (a) *Withholding Tax.* All amounts of principal and/or interest payable in respect of the Notes shall be paid without withholding or deduction for or on account of any present or future taxes, duties or governmental charges of whatever nature imposed or levied by way of withholding or deduction at source (*Quellensteuer*) by or in or for the account of the Federal Republic of Germany or by or for the account of any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts of principal and/or interest which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes, duties or governmental charges:
 - (i) if payments are made to, or to a third party on behalf of, a Holder who is liable to such taxes, duties or governmental charges, in respect of the Notes by reason of some connection of such Holder with the Federal Republic of Germany or a member state of the European Union other than (x) the mere holding of such Notes or (y) the mere receipt of principal, interest or other amount in respect of the Notes; or
 - (ii) if the Notes are presented for payment more than 30 days after the due date of the respective payments of principal and/or interest or, if the full amount of the moneys payable is duly provided only at a later date, the date on which notice to that effect is duly given to the Holders in accordance with § 12 of these Terms and Conditions; except to the extent that the relevant Holder would have been entitled to such Additional Amounts on presenting the same for payment on or before expiry of such period for 30 days; or
 - (iii) if these taxes, duties or governmental charges are withheld or deducted pursuant to (x) any European Union directive or regulation concerning the taxation of interest income, or (y) any intergovernmental agreement or international agreement on the taxation of interest and to which the Federal Republic of Germany or the European Union is a party, or (z) any provision of law implementing, or complying with, or introduced to conform with, such directive, regulation, intergovernmental agreement or international agreement; or
 - (iv) in respect of the Notes an amount is only withheld or deducted because the Notes have been collected for the relevant Holder by a banking institution in the Federal Republic of Germany, which has kept or keeps such Notes in safe custody for such Holder; or
 - (v) to the extent such withholding or deduction is required pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Internal Revenue Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Internal Revenue Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any of the foregoing or under any intergovernmental agreement entered into in connection with the implementation of such Sections of the Internal Revenue Code; or
 - (vi) in respect of the Notes any such taxes, duties or governmental charges are imposed or levied otherwise than by withholding or deduction from any payment of principal and/or interest.

- (b) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations (provided this change or amendment is effective on or after the day on which the last Tranche of this Series of Notes was issued), the Issuer is required to pay Additional Amounts (as defined in sub-paragraph (a) herein) on the next succeeding Interest Payment Date, and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 12 of these Terms and Conditions and may be redeemed at their relevant Early Redemption Amount in accordance with § 5 sub-paragraph (3) of these Terms and Conditions.

However, no such termination may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such termination is given, such obligation to pay such Additional Amounts or make such deduction or withholding does not remain in effect. The date fixed for redemption must be an Interest Payment Date.

Any such termination shall be given in accordance with § 12 of these Terms and Conditions. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the circumstances constituting the termination right of the Issuer.

§ 10 Substitution

(1) *Substitution.* The Issuer shall be entitled at any time, without the consent of the Holders, if no payment of principal of and/or interest on any of the Notes is in default, to substitute for the Issuer another company ("**Substitute Debtor**") as principle debtor in respect of any and all obligations arising from and in connection with these Notes, provided that:

- (a) the Substitute Debtor can perform all obligations under and in connection with these Notes and, in particular, is able to transfer to the Clearing System all amounts necessary therefore without restrictions in such currency in which the Notes are denominated, and
- (b) the Substitute Debtor has been granted all necessary consents from the authorities of the country in which it has its seat, and
- (c) the Substitute Debtor establishes in a suitable manner that it is permitted to transfer to the Clearing System all amounts necessary for the performance of the payment obligations under or in connection with these Notes without having to withhold any taxes, duties or governmental charges at source, and
- (d) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty or governmental charge imposed on such Holder in respect of such substitution, and
- (e) the Issuer (in such case also referred to as "**Guarantor**") irrevocably and unconditionally guarantees such obligations of the Substitute Debtor under these Terms and Conditions.

(2) *Notice.* Notice of any such substitution shall be published in accordance with § 12 of these Terms and Conditions.

(3) *Change of References.* In the event of such a substitution, (i) every reference in these Terms and Conditions to the Issuer shall be deemed to refer to the Substitute Debtor, and (ii) the right of the Holders pursuant to § 5 sub-paragraph (1) of these Terms and Conditions to declare their Notes due for immediate redemption at the Early Redemption Amount shall also apply if any of the events referred to in § 5 sub-paragraph (1) (c) through (e) of these Terms and Conditions occurs in relation to the Guarantor.

(4) *Validity.* After the substitution of the Issuer by a Substitute Debtor this § 10 shall apply again.

§ 11 Issue of further Notes / Purchase / Cancellation

(1) *Issue of further Notes.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date and/or issue price) so as to form a single Series with the Notes and increase the aggregate principal amount of such Series.

(2) *Purchase.* The Issuer may at any time purchase Notes in any market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.

(3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 12 Notices

(1) *Publication in the Federal Republic of Germany.* All notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*). Any notice so given will be deemed to have been validly given on the date of such publication.

(2) *The following sub-paragraphs apply if the Final Terms specify that the Notes are admitted to trading on the Regulated Market "Bourse de Luxembourg" of the Luxembourg Stock Exchange and are listed on the Official List of the Luxembourg Stock Exchange and/or on any other or further stock exchange.*

- (a) *Publication in a Daily Newspaper.* In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published in a leading daily newspaper (as specified in the Final Terms) having general circulation in the state in which the stock exchange has its registered office (as specified in the Final Terms). Any notice so given will be deemed to have been validly given on the date of such publication.
- (b) *Publication on the Website.* In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published on the website (as specified in the Final Terms) of the stock exchange as specified in the Final Terms. Any notice so given will be deemed to have been validly given on the date of such publication.
- (c) *Publication through the Clearing System.* In addition to publication set forth in sub-paragraph (1), and as long as this concerns notices with respect to the Floating Rate of Interest and the rules of the stock exchange as specified in the Final Terms permit such form of notice, the Issuer may replace a notice as per sub-paragraph (a) or sub-paragraph (b) with a notice to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given on the fourth day after the day on which the said notice was given to the Clearing System.

§ 13

Applicable Law / Place of Jurisdiction / Enforcement

(1) *Applicable Law.* The Notes shall be governed by German law.

(2) *Place of Jurisdiction.* Non-exclusive place of jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes shall be Frankfurt am Main. Exclusive place of jurisdiction shall be Frankfurt am Main for all Proceedings arising from matters provided for in these Terms and Conditions for merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to the general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).

(3) *Enforcement.* Any Holder of Notes may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such Proceedings of the actual records or the Global Note representing the Notes.

For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under the Notes also in any other way which is permitted in the country in which the Proceedings are initiated.

The provisions of the following Terms and Conditions apply to the Notes as substantiated by the provisions of PART I of the Final Terms which are attached hereto. The provisions of PART I of the Final Terms and the Terms and Conditions, taken together, shall constitute the terms and conditions applicable to each particular Tranche of Notes (the "**Conditions**"). Copies of the Conditions may be obtained free of charge at the specified office of the Fiscal Agent and at the specified office of any Paying Agent provided that, in the case of the Notes which are not listed on any stock exchange, copies of the relevant Conditions will only be available to Holders of such Notes.

B. TERMS AND CONDITIONS OF PREFERRED SENIOR NOTES (WITH ELIGIBLE LIABILITIES CRITERIA)

B1. Terms and Conditions of Fixed Rate Preferred Senior Notes (with eligible liabilities criteria)

§ 1

Currency / Denomination / Form / Definitions

(1) *Currency, Denomination.* This Series of preferred senior notes (with eligible liabilities criteria) (the "**Notes**") of DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**") is being issued in the currency as specified in the Final Terms, and in the aggregate principal amount as specified in the Final Terms (subject to sub-paragraph (7) if the Final Terms specify that the global note is a new global note ("**NGN**")), and in the denomination as specified in the Final Terms (the "**Specified Denomination**" or the "**Principal Amount**").

(2) *Form.* The Notes are issued in bearer form and represented by one or more global notes (each a "**Global Note**").

(3) *The following sub-paragraph applies if the Final Terms specify that the Notes are represented by a Permanent Global Note.*

Permanent Global Note. The Notes are represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Permanent Global Note shall be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(4) *The following sub-paragraphs apply if the Final Terms specify that the Notes are initially represented by a Temporary Global Note.*

(a) *Temporary Global Note.* The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall each additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(b) *Exchange.* The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date (the "**Exchange Date**") 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that any beneficial owner of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this sub-paragraph (b). Any Notes delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined sub-paragraph (c)).

(c) *United States.* For purposes of sub-paragraph (b), "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(5) *Clearing System.* The Global Note will be kept in custody by or on behalf of a Clearing System. For these purposes and as specified in the Final Terms, "**Clearing System**" means

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("**CBF**"); or

(b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg ("**CBL**"); and/or

(c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brussels, Kingdom of Belgium ("**Euroclear**").

CBL and Euroclear are each an international central securities depository ("**ICSD**" and together the "**ICSDs**").

The following sub-paragraph applies if the Final Terms specify that the Notes are kept in custody on behalf of the ICSDs and the Global Note is a NGN.

The Notes are issued in NGN form and are kept in custody by a common safekeeper on behalf of both ICSDs.

The following sub-paragraph applies if the Final Terms specify that the Notes are kept in custody on behalf of the ICSDs and the Global Note is a classical global note ("CGN").

The Notes are issued in CGN form and are kept in custody by a common depository on behalf of both ICSDs.

(6) *Holder of Notes.* "**Holder**" is any holder of a proportionate co-ownership or other right in the Notes.

(7) *The following sub-paragraphs apply if the Final Terms specify that the Global Note and the Temporary Global Note, respectively, are a NGN.*

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

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

On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered *pro rata* in the records of the ICSDs.

§ 2 Interest

(1) *Rate of Interest/Interest Payment Dates.* Subject to § 4 sub-paragraph (1) (if the Final Terms specify the option of early redemption by the Issuer) or § 4 sub-paragraph (2) of these Terms and Conditions, the Notes will bear interest on the Specified Denomination from and including the interest commencement date as specified in the Final Terms (the "**Interest Commencement Date**") up to but excluding the Maturity Date pursuant to § 3 of these Terms and Conditions at the rate of interest per annum as specified in the Final Terms (the "**Rate of Interest**"). Interest will be payable in arrears on each date as specified in the Final Terms (the "**Interest Payment Date**") and on the Maturity Date. If broken interest amounts are payable on the Notes (short/long first/last coupon), such amounts will be specified in the Final Terms.

(2) *Business Day Convention.* If any Interest Payment Date would otherwise fall on a day which is not a Business Day in accordance with sub-paragraph (e), then,

- (a) if the Final Terms specify "**Modified Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Interest Payment Date shall be the immediately preceding Business Day; or
- (b) if the Final Terms specify "**FRN Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the period as specified in the Final Terms after the preceding applicable Interest Payment Date; or
- (c) if the Final Terms specify "**Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (d) if the Final Terms specify "**Preceding Business Day Convention**", such Interest Payment Date shall be the immediately preceding Business Day.

The following sub-paragraph applies if the Final Terms specify that interest shall be adjusted.

Adjustment of Interest. If the due date for payment is brought forward or postponed, the amount of interest shall be adjusted accordingly.

The following sub-paragraph applies if the Final Terms specify that interest shall not be adjusted.

No Adjustment of Interest. The Holder shall not be entitled to further interest or other payment in respect of any such postponement.

- (e) *Business Day.* For purposes of sub-paragraphs (a), (b), (c) or (d) and as specified in the Final Terms, "**Business Day**" means
 - (i) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) settle payments; or

- (ii) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.
- (3) *Accrual of Interest.* The Notes shall cease to bear interest from the expiry of the day preceding the day on which they are due for redemption. If the Issuer shall fail to redeem the Notes in full or in part on the Maturity Date pursuant to § 3 of these Terms and Conditions, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes from the Maturity Date pursuant to § 3 of these Terms and Conditions until the expiry of the day preceding the day of the actual redemption of the Notes at the default rate of interest established by law²².
- (4) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less or more than a full year, such interest shall be calculated on the basis of the Day Count Fraction as defined in sub-paragraph (5) below and as specified in the Final Terms.
- (5) *Day Count Fraction.* "**Day Count Fraction**" means, in respect of the calculation of the interest amount on any Note for any period of time (the "**Calculation Period**"):
 - (a) if "**Actual/Actual (ICMA Rule 251)**" is specified in the Final Terms,
 - (aa) in the case that the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the "**Number of ICMA Determination Dates in one calendar year**" (as specified in the Final Terms); or
 - (ab) in the case that the Calculation Period is longer than the Determination Period (as defined below) during which the Calculation Period ends, the sum of
 - (i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year; and
 - (ii) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year.

"**Determination Period**" means the period from, and including, an "**ICMA Determination Date**" (as specified in the Final Terms) to, but excluding, the next ICMA Determination Date (including, where the Interest Commencement Date is not an ICMA Determination Date, the period commencing on the first ICMA Determination Date prior to the Interest Commencement Date, and where the final Interest Payment Date is not an ICMA Determination Date, the first ICMA Determination Date falling after the final Interest Payment Date); or

 - (b) if "**Actual/365 (Fixed)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365; or
 - (c) if "**Actual/365 (Sterling)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366; or
 - (d) if "**Actual/360**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 360; or
 - (e) if "**30/360, 360/360 or Bond Basis**" is specified in the Final Terms, the number of days in the Calculation 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 (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation 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 (B) the last day of the Calculation 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); or
 - (f) if "**30E/360 or Eurobond Basis**" is specified in the Final Terms, the number of days in the Calculation Period divided by 360 (such 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 Calculation Period unless, in the case of the final Calculation Period, the Maturity Date 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).

§ 3 Redemption

Redemption at Final Maturity. Unless previously redeemed or repurchased and cancelled, the Issuer will redeem the Notes at par on the maturity date (the "**Maturity Date**") as specified in the Final Terms.

²² The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 German Civil Code (Bürgerliches Gesetzbuch).

§ 4
Early Redemption

(1) *The following sub-paragraph applies if the Final Terms specify that the Notes are subject to Early Redemption at the option of the Issuer (Call Option):*

Early Redemption at the option of the Issuer (Call Option). Subject to the prior permission of the competent authority (if legally required), the Issuer shall have the right upon giving notice in accordance with § 11 of these Terms and Conditions to terminate the Notes, in whole but not in part, subject to a "**Minimum Notice Period**" (as specified in the Final Terms), with effect to the "**Call Redemption Date**" (as specified in the Final Terms) at their respective Early Redemption Amount pursuant to § 5 of these Terms and Conditions.

(2) *Early Redemption for Regulatory Reasons.* Subject to the prior permission of the competent authority (if legally required), the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 11 of these Terms and Conditions and may be redeemed at their relevant Early Redemption Amount (as defined in § 5 of these Terms and Conditions), if as a result of any change in, or amendment to, the directives, laws and regulations applicable in the European Union or the Federal Republic of Germany or their interpretation, the Notes do no longer comply with the minimum requirements for own funds and eligible liabilities (MREL) in accordance with Article 45 of the Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended, (as implemented in § 49 of the German Act of 10 December 2014 on the Recovery and Resolution of Credit Institutions and Groups of Credit Institutions, as amended (*Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen vom 10. Dezember 2014, in der jeweils gültigen Fassung*)) or in accordance with Article 12 of the Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund, as amended, or any other applicable statutory provision governing the minimum requirements for own funds and eligible liabilities (MREL).

(3) *No Early Redemption at the Option of a Holder.* A Holder shall not be entitled to any termination of the Notes.

§ 5
Early Redemption Amount

Early Redemption Amount. In case of a termination pursuant to § 4 sub-paragraph (1) or § 4 sub-paragraph (2) of these Terms and Conditions, the redemption shall be made at an amount to be determined in accordance with the following provision (the "**Early Redemption Amount**"):

The Early Redemption Amount is the Principal Amount plus accrued interest, if any.

§ 6
Payments / Fiscal Agent / Paying Agent / Calculation Agent

(1) *Payments of Principal and/or Interest/Discharge.* Any amounts payable under these Terms and Conditions shall be paid by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders for subsequent transfer to the Holders. The Issuer will be discharged from its payment obligation to the Holders by payment to, or to the order of, the Clearing System.

(2) *The following sub-paragraph applies if the Final Terms specify, that interest is payable on a Temporary Global Note.*

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to sub-paragraph (3), by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders, upon due certification as provided in § 1 sub-paragraph (4) (b) of these Terms and Conditions, for subsequent transfer to the Holders.

(3) *Manner of Payment.*

(a) *The following sub-paragraph applies if the Notes are denominated in a currency other than Chinese Renminbi:*

Payments of amounts due on the Notes shall be made in the freely convertible currency as specified in the Final Terms which on the respective due date is the legal currency of the country of the specified currency. Notwithstanding the provisions of § 9 of these Terms and Conditions, payments of amounts due on the Notes will be subject in all cases to (i) any fiscal and other laws and regulations applicable thereto in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (commonly known as FATCA), any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

(b) *The following sub-paragraph applies if the Notes are denominated in Chinese Renminbi:*

Payments of amounts due on the Notes shall be made in Chinese Renminbi, solely by transfer to an account maintained by the Clearing System with a bank outside the People's Republic of China. Notwithstanding the provisions of § 9 of these Terms and Conditions, payments of amounts due on the Notes will be subject in all cases to (i) any fiscal and other laws and regulations applicable thereto in the place of payment, and subject to the below sub-paragraph and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Internal

Revenue Code of 1986, as amended (commonly known as FATCA), any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

If the Issuer determines that the amount payable on the respective Payment Date is not available to it in Chinese Renminbi for reasons beyond its control or that Chinese Renminbi or any successor currency to it provided for by law is not permitted to be used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in US dollar on, or as soon as reasonably practicable after, the respective Payment Date on the basis of the Applicable Exchange Rate (as defined below). Holders shall not be entitled to further interest or any other payment as a result thereof. The "**Applicable Exchange Rate**" shall be the Spot Rate (as defined below) on the second Determination Business Day (as defined below) prior to such payment (hereinafter referred to as "**Determination Date**") or, if such rate is not available on the Determination Date, the Spot Rate most recently available prior to such Determination Date, as determined by the calculation agent as specified in the Final Terms (the "**Calculation Agent**").

"**Spot Rate**" means the most recently available US dollar/Chinese Renminbi official fixing rate with a two-days value date as reported by The State Administration of Foreign Exchange of the People's Republic of China and determined by the Calculation Agent at or around 11:00 a.m. (Hong Kong time) on the Determination Date by reference to Reuters Screen Page CNY=SAEC (or on any other substitute page of Reuters or of any other determined information provider or successor). If such official fixing rate is not available, the Calculation Agent will determine the Spot Rate at or around 11:00 a.m. (Hong Kong time) on the Determination Date by reference to Reuters Screen Page TRADCNY3/ column USD/CNH (or on any other substitute page of Reuters or of any other determined information provider or successor) based on the arithmetic mean of the bid and offer US dollar/Chinese Renminbi spot exchange rate in the over-the-counter Chinese Renminbi exchange market in Hong Kong with a two-days value date.

"**Determination Business Day**" means any day (other than a Saturday or a Sunday) on which the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) and commercial banks and foreign exchange markets in Hong Kong and New York are open for general business and settle payments.

(4) *Payment Date.* If the date for payment of any amount in respect of any Note is not a Payment Date then the Holder shall not be entitled to payment until the next such day in the relevant place of business and shall not be entitled to further interest or other payment in respect of such delay. For these purposes and as specified in the Final Terms, "**Payment Date**" means

- (a) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) settle payments; or
- (b) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

(5) *Deposit of Principal and/or Interest.* The Issuer may deposit with the Local Court (*Amtsgericht*) in Frankfurt am Main principal and/or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

(6) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent and/or any Paying Agent and/or the Calculation Agent (as specified in the Final Terms) and to appoint another Fiscal Agent and/or additional or other Paying Agents and/or another Calculation Agent. The Issuer shall at all times maintain a Fiscal Agent and/or a Paying Agent (which may be the Fiscal Agent) and/or a Calculation Agent (which may be the Fiscal Agent). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 11 of these Terms and Conditions.

(7) *Agents of the Issuer.* The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in such capacity are acting solely as agents of the Issuer and no relationship of agency or trust exists between the Fiscal Agent and/or the Paying Agent and/or the Calculation Agent and the Holders of the Notes. The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in making, omitting or accepting declarations, in acting or failing to act shall only be liable in so far as they have violated the due care of a proper merchant (*Sorgfalt eines ordentlichen Kaufmanns*).

§ 7

Presentation Period

Presentation Period. The presentation period for Notes due provided in § 801 sub-paragraph 1, sentence 1 German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years. The period for prescription for Notes presented for payment during the presentation period shall be two years beginning at the end of the relevant presentation period.

§ 8

Status / Exclusion of Set-Off / No Security / No Guarantee

- (1) *Status.* The Notes constitute unsecured and preferred senior obligations of the Issuer ranking
 - (a) *pari passu* among themselves and *pari passu* with all other unsecured and preferred senior debt instruments of the Issuer;
 - (b) *senior* to (i) unsecured and non-preferred senior debt instruments of the Issuer, (ii) subordinated debt of the Issuer that is not Additional Tier 1 or Tier 2 capital, (iii) Tier 2 capital instruments, (iv) Additional Tier 1 capital instruments and (v) Common Equity Tier 1 capital instruments;

- (c) *subordinated* to obligations of the Issuer preferred by applicable law.
- (2) *Exclusion of Set-Off.* Claims arising from the Notes may not be set off against any claims of the Issuer.
- (3) *No Security/No Guarantee.* The Notes are neither secured, nor subject to a guarantee from the Issuer or third parties that enhances the seniority of the claims of the Holders of the Notes.

§ 9 Taxation

Withholding Tax. All amounts of principal and/or interest payable in respect of the Notes shall be paid without withholding or deduction for or on account of any present or future taxes, duties or governmental charges of whatever nature imposed or levied by way of withholding or deduction at source (*Quellensteuer*) by or in or for the account of the Federal Republic of Germany or by or for the account of any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

§ 10 Issue of further Notes / Purchase / Cancellation

- (1) *Issue of further Notes.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date and/or issue price) so as to form a single Series with the Notes and increase the aggregate principal amount of such Series.
- (2) *Purchase.* Subject to the prior permission of the competent authority (if legally required), the Issuer may at any time purchase Notes in any market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.
- (3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 11 Notices

- (1) *Publication in the Federal Republic of Germany.* All notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*). Any notice so given will be deemed to have been validly given on the date of such publication.
- (2) *The following sub-paragraphs apply if the Final Terms specify that the Notes are admitted to trading on the Regulated Market "Bourse de Luxembourg" of the Luxembourg Stock Exchange and are listed on the Official List of the Luxembourg Stock Exchange and/or on any other or further stock exchange.*
- (a) *Publication in a Daily Newspaper.* In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published in a leading daily newspaper (as specified in the Final Terms) having general circulation in the state in which the stock exchange has its registered office (as specified in the Final Terms). Any notice so given will be deemed to have been validly given on the date of such publication.
- (b) *Publication on the Website.* In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published on the website (as specified in the Final Terms) of the stock exchange as specified in the Final Terms. Any notice so given will be deemed to have been validly given on the date of such publication.

§ 12 Applicable Law / Place of Jurisdiction / Enforcement

- (1) *Applicable Law.* The Notes shall be governed by German law.
- (2) *Place of Jurisdiction.* Non-exclusive place of jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes shall be Frankfurt am Main. Exclusive place of jurisdiction shall be Frankfurt am Main for all Proceedings arising from matters provided for in these Terms and Conditions for merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to the general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).
- (3) *Enforcement.* Any Holder of Notes may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such Proceedings of the actual records or the Global Note representing the Notes.

For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under the Notes also in any other way which is permitted in the country in which the Proceedings are initiated.

B2. Terms and Conditions of Floating Rate Preferred Senior Notes (with eligible liabilities criteria)

§ 1

Currency / Denomination / Form / Definitions

(1) *Currency, Denomination.* This Series of preferred senior notes (with eligible liabilities criteria) (the "**Notes**") of DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**") is being issued in the currency as specified in the Final Terms, and in the aggregate principal amount as specified in the Final Terms (subject to sub-paragraph (7) if the Final Terms specify that the global note is a new global note ("**NGN**")), and in the denomination as specified in the Final Terms (the "**Specified Denomination**" or the "**Principal Amount**").

(2) *Form.* The Notes are issued in bearer form and represented by one or more global notes (each a "**Global Note**").

(3) *The following sub-paragraph applies if the Final Terms specify that the Notes are represented by a Permanent Global Note.*

Permanent Global Note. The Notes are represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Permanent Global Note shall be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(4) *The following sub-paragraphs apply if the Final Terms specify that the Notes are initially represented by a Temporary Global Note.*

(a) *Temporary Global Note.* The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall each additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(b) *Exchange.* The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date (the "**Exchange Date**") 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that any beneficial owner of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this sub-paragraph (b). Any Notes delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined sub-paragraph (c)).

(c) *United States.* For purposes of sub-paragraph (b), "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(5) *Clearing System.* The Global Note will be kept in custody by or on behalf of a Clearing System. For these purposes and as specified in the Final Terms, "**Clearing System**" means

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("**CBF**"); or

(b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg ("**CBL**"); and/or

(c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brussels, Kingdom of Belgium ("**Euroclear**").

CBL and Euroclear are each an international central securities depository ("**ICSD**" and together the "**ICSDs**").

The following sub-paragraph applies if the Final Terms specify that the Notes are kept in custody on behalf of the ICSDs and the Global Note is a NGN.

The Notes are issued in NGN form and are kept in custody by a common safekeeper on behalf of both ICSDs.

*The following sub-paragraph applies if the Final Terms specify that the Notes are kept in custody on behalf of the ICSDs and the Global Note is a classical global note ("**CGN**").*

The Notes are issued in CGN form and are kept in custody by a common depository on behalf of both ICSDs.

(6) *Holder of Notes.* "**Holder**" is any holder of a proportionate co-ownership or other right in the Notes.

(7) *The following sub-paragraphs apply if the Final Terms specify that the Global Note and the Temporary Global Note, respectively, are a NGN.*

Records of the ICSDs. The aggregate principal amount of Notes represented by the Global Note shall be the aggregate principal amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the

records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of Notes represented by the Global Note and, for these purposes, a statement issued by an ICSD stating the aggregate principal amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

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

On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered *pro rata* in the records of the ICSDs.

§ 2 Interest

(1) *Floating Rate of Interest/Interest Payment Dates.* Subject to § 4 sub-paragraph (1) (if the Final Terms specify the option of early redemption by the Issuer) or § 4 sub-paragraph (2) of these Terms and Conditions, the Notes will bear interest on the Specified Denomination from and including the interest commencement date as specified in the Final Terms (the "**Interest Commencement Date**") up to but excluding the Maturity Date pursuant to § 3 of these Terms and Conditions at the floating rate of interest as specified in the Final Terms (the "**Floating Rate of Interest**"). The Floating Rate of Interest will be determined by the calculation agent as specified in the Final Terms (the "**Calculation Agent**") pursuant to the following provisions. Interest will be payable in arrears on the dates as specified in the Final Terms (the "**Interest Payment Dates**").

(2) *Business Day Convention.* If any Interest Payment Date would otherwise fall on a day which is not a Business Day in accordance with sub-paragraph (e), then,

- (a) if the Final Terms specify "**Modified Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Interest Payment Date shall be the immediately preceding Business Day; or
- (b) if the Final Terms specify "**FRN Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the period as specified in the Final Terms after the preceding applicable Interest Payment Date; or
- (c) if the Final Terms specify "**Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (d) if the Final Terms specify "**Preceding Business Day Convention**", such Interest Payment Date shall be the immediately preceding Business Day.

The following sub-paragraph applies if the Final Terms specify that interest shall be adjusted.

Adjustment of Interest. If the due date for payment is brought forward or postponed, the amount of interest shall be adjusted accordingly.

The following sub-paragraph applies if the Final Terms specify that interest shall not be adjusted.

No Adjustment of Interest. The Holder shall not be entitled to further interest or other payment in respect of any such postponement.

- (e) *Business Day.* For purposes of sub-paragraphs (a), (b), (c) or (d) and as specified in the Final Terms, "**Business Day**" means
 - (i) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) settle payments; or
 - (ii) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

(3) *Interest Period.* The period between the Interest Commencement Date (including) and the last day (including) preceding the first Interest Payment Date and the period from each Interest Payment Date (including) to the last day (including) preceding the following Interest Payment Date and for the last time the last day (including) preceding the Maturity Date hereinafter referred to as "**Interest Period**" as specified in the Final Terms.

(4) *Reference Rate of Interest.*

- (a) *The following sub-paragraphs apply if the Final Terms specify **EURIBOR (Euro Interbank Offered Rate)** as the reference rate of interest:*

- (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the EURIBOR rate for euro-deposits (as specified in the Final Terms) for the relevant Interest Period as determined in accordance with sub-paragraphs (ii), (iii), (iv) or (v) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable, (as specified in the Final Terms).
- (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the EURIBOR rate for euro deposits for the relevant Interest Period quoted by the member banks of the EURIBOR panel which appears on Reuters page EURIBOR01 (or on any other substitute page of Reuters or of any other determined information provider or successor) at about 11:00 a.m. (Brussels time), multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such EURIBOR rate appears at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request four selected major banks in the Euro-Zone interbank market to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for euro-deposits to prime banks in the Euro-Zone interbank market for the relevant Interest Period and in an amount that is representative for a single transaction on the respective Interest Determination Date at about 11:00 a.m. (Brussels time) on the respective Interest Determination Date. "**Euro-Zone**" means the region comprised of those Member States of the European Union that have adopted the euro in accordance with the Treaty establishing the European Community, as amended. If two or more of the four selected major banks in the Euro-Zone interbank market provide the Calculation Agent with such offered quotations, the Floating Rate of Interest for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest 1/1,000 per cent, with 0.0005 being rounded upwards) of such offered quotations multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.
- (iv) If on the respective Interest Determination Date only one or none of the four selected major banks in the Euro-Zone interbank market provides the Calculation Agent with such offered quotations as provided for in the preceding sub-paragraph (iii), the Floating Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest 1/1,000 per cent, with 0.0005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the Euro-Zone interbank market, selected by the Calculation Agent with reasonable care, at which they offer at about 11:00 a.m. (Brussels time) on the respective Interest Determination Date euro-denominated loans for the relevant Interest Period to leading European banks and in an amount that is representative for a single transaction on the respective Interest Determination Date, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (v) If on any Interest Determination Date the EURIBOR rate cannot be determined in accordance with sub-paragraphs (ii), (iii) or (iv) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The EURIBOR rate relevant for the calculation of the applicable Floating Rate of Interest will be the last published EURIBOR rate for euro deposits for the relevant Interest Period determined by the Calculation Agent which appears on Reuters page EURIBOR01 (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (vi) If the EURIBOR rate for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest is available which either is officially announced as successor to the EURIBOR rate or, failing that, in the opinion of the Issuer, comes as close as possible to the composition of the existing EURIBOR rate, the existing EURIBOR rate will be replaced for the remaining term to maturity of the Notes by such substitute reference rate of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rate of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rate of interest as well as the administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 11 of these Terms and Conditions.
- (vii) Subject to the prior permission of the competent authority (if legally required), the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 11 of these Terms and Conditions and may be redeemed at their relevant Early Redemption Amount in accordance with § 5 of these Terms and Conditions, if the EURIBOR rate for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest in accordance with sub-paragraph (vi) is not available.

Business Day in the meaning of this sub-paragraph (a) means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) settles payments.

- (b) *The following sub-paragraphs apply if the Final Terms specify **LIBOR (London Interbank Offered Rate)** as the reference rate of interest:*
 - (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the LIBOR rate for deposits in the specified currency (as specified in the Final Terms) for the relevant Interest Period as determined in accordance with sub-paragraphs (ii), (iii), (iv) or (v) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable, (as specified in the Final Terms).

- (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the LIBOR rate for deposits in the specified currency for the relevant Interest Period which appears on Reuters page LIBOR01 or LIBOR02 (or on any other substitute page of Reuters or of any other determined information provider or successor) at about 11:00 a.m. (London time), multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such LIBOR rate appears at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request four selected major banks in the London interbank market to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for deposits in the specified currency (as specified in the Final Terms) to prime banks in the London interbank market for the relevant Interest Period and in an amount that is representative for a single transaction on the respective Interest Determination Date at about 11:00 a.m. (London time) on the respective Interest Determination Date. If two or more of the four selected major banks in the London interbank market provide the Calculation Agent with such offered quotations, the Floating Rate of Interest for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of such offered quotations multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.
- (iv) If on the respective Interest Determination Date only one or none of the four selected major banks in the London interbank market provides the Calculation Agent with such offered quotations as provided for in the preceding sub-paragraph (iii), the Floating Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the London interbank market, selected by the Calculation Agent with reasonable care, at which they offer at about 11:00 a.m. (London time) on the respective Interest Determination Date loans denominated in the specified currency (as specified in the Final Terms) for the relevant Interest Period to leading European banks and in an amount that is representative for a single transaction on the respective Interest Determination Date, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (v) If on any Interest Determination Date the LIBOR rate cannot be determined in accordance with sub-paragraphs (ii), (iii) or (iv) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The LIBOR rate relevant for the calculation of the applicable Floating Rate of Interest will be the last published LIBOR rate for deposits in the specified currency for the relevant Interest Period determined by the Calculation Agent which appears on Reuters page LIBOR01 or LIBOR02 (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (vi) If the LIBOR rate for deposits in the specified currency for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest is available which either is officially announced as successor to the LIBOR rate or, failing that, in the opinion of the Issuer, comes as close as possible to the composition of the existing LIBOR rate, the existing LIBOR rate will be replaced for the remaining term to maturity of the Notes by such substitute reference rate of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rate of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rate of interest as well as the administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 11 of these Terms and Conditions.
- (vii) Subject to the prior permission of the competent authority (if legally required), the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 11 of these Terms and Conditions and may be redeemed at their relevant Early Redemption Amount in accordance with § 5 of these Terms and Conditions, if the LIBOR rate for deposits in the specified currency for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest in accordance with sub-paragraph (vi) is not available.

Business Day in the meaning of this sub-paragraph (b) means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (including dealing in foreign exchange and foreign currency) in London and in the principal financial centre of the country of the relevant currency (as specified in the Final Terms).

(5) *Interest Amount.* The Calculation Agent will calculate on each Interest Determination Date the interest amount payable on the aggregate principal amount of the Notes (as specified in the Final Terms) and/or on the Specified Denomination of the Notes (as specified in the Final Terms) (the "**Interest Amount**") for the respective Interest Period by applying the Floating Rate of Interest for the respective Interest Period to the aggregate principal amount of the Notes and/or to the Specified Denomination of the Notes, multiplying the product by the Day Count Fraction (as defined in sub-paragraph (6) below and as specified in the Final Terms), and rounding the resultant figure to the nearest sub-unit of the relevant currency, half of any such sub-unit being rounded upwards.

(6) *Day Count Fraction.* "**Day Count Fraction**" means, in respect of the calculation of the interest amount on any Note for any period of time (the "**Calculation Period**"):

- (a) if "**Actual/Actual (ICMA Rule 251)**" is specified in the Final Terms,

- (aa) in the case that the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the "**Number of ICMA Determination Dates in one calendar year**" (as specified in the Final Terms); or
- (ab) in the case that the Calculation Period is longer than the Determination Period (as defined below) during which the Calculation Period ends, the sum of
- (i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year; and
 - (ii) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year.

"**Determination Period**" means the period from, and including, an "**ICMA Determination Date**" (as specified in the Final Terms) to, but excluding, the next ICMA Determination Date (including, where the Interest Commencement Date is not an ICMA Determination Date, the period commencing on the first ICMA Determination Date prior to the Interest Commencement Date, and where the final Interest Payment Date is not an ICMA Determination Date, the first ICMA Determination Date falling after the final Interest Payment Date); or

- (b) if "**Actual/365 (Fixed)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365; or
- (c) if "**Actual/365 (Sterling)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366; or
- (d) if "**Actual/360**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 360; or
- (e) if "**30/360, 360/360 or Bond Basis**" is specified in the Final Terms, the number of days in the Calculation 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 (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation 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 (B) the last day of the Calculation 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); or
- (f) if "**30E/360 or Eurobond Basis**" is specified in the Final Terms, the number of days in the Calculation Period divided by 360 (such 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 Calculation Period unless, in the case of the final Calculation Period, the Maturity Date 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).

(7) *Publication of Floating Rate of Interest, Interest Amount and Interest Payment Date.* The Calculation Agent shall arrange for the immediate publication in accordance with § 11 of these Terms and Conditions of the respective Floating Rate of Interest determined for the respective Interest Period, the interest amount payable on the aggregate principal amount of the Notes and/or on the Specified Denomination of the Notes and the Interest Payment Date. In the event of an extension or shortening of the Interest Period, the interest amount payable and the Interest Payment Date may subsequently be corrected, or appropriate alternative arrangements may be made by way of adjustment by the Calculation Agent without a publication being necessary with regard thereto. In all other respects, the determination of the relevant Floating Rates of Interest and the interest amounts payable in each instance, when made in accordance with the preceding sub-paragraphs (1) to (6), shall be binding upon all parties. The Holders do not have any claims against the Calculation Agent regarding the way of handling or not handling its rights, duties and discretionary decisions resulting out of this sub-paragraph (7).

(8) *Accrual of Interest.* The Notes shall cease to bear interest from the expiry of the day preceding the day on which they are due for redemption. If the Issuer shall fail to redeem the Notes in full or in part on the Maturity Date pursuant to § 3 of these Terms and Conditions, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes from the Maturity Date pursuant to § 3 of these Terms and Conditions until the expiry of the day preceding the day of the actual redemption of the Notes at the default rate of interest established by law²³.

§ 3 Redemption

Redemption at Final Maturity. Unless previously redeemed or repurchased and cancelled, the Issuer will redeem the Notes at par on the maturity date (the "**Maturity Date**") as specified in the Final Terms.

²³ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 German Civil Code (Bürgerliches Gesetzbuch).

§ 4 Early Redemption

(1) *The following sub-paragraph applies if the Final Terms specify that the Notes are subject to Early Redemption at the option of the Issuer (Call Option):*

Early Redemption at the option of the Issuer (Call Option). Subject to the prior permission of the competent authority (if legally required) and in addition to the right to terminate the Notes pursuant to § 2 sub-paragraph (4) (a) (vii) or § 2 sub-paragraph (4) (b) (vii) of these Terms and Conditions, the Issuer shall have the right upon giving notice in accordance with § 11 of these Terms and Conditions to terminate the Notes, in whole but not in part, subject to a "**Minimum Notice Period**" (as specified in the Final Terms), with effect to the "**Call Redemption Date**" (as specified in the Final Terms) at their respective Early Redemption Amount pursuant to § 5 of these Terms and Conditions.

(2) *Early Redemption for Regulatory Reasons.* Subject to the prior permission of the competent authority (if legally required), the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 11 of these Terms and Conditions and may be redeemed at their relevant Early Redemption Amount (as defined in § 5 of these Terms and Conditions), if as a result of any change in, or amendment to, the directives, laws and regulations applicable in the European Union or the Federal Republic of Germany or their interpretation, the Notes do no longer comply with the minimum requirements for own funds and eligible liabilities (MREL) in accordance with Article 45 of the Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended, (as implemented in § 49 of the German Act of 10 December 2014 on the Recovery and Resolution of Credit Institutions and Groups of Credit Institutions, as amended (*Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen vom 10. Dezember 2014, in der jeweils gültigen Fassung*)) or in accordance with Article 12 of the Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund, as amended, or any other applicable statutory provision governing the minimum requirements for own funds and eligible liabilities (MREL).

(3) *No Early Redemption at the Option of a Holder.* A Holder shall not be entitled to any termination of the Notes.

§ 5 Early Redemption Amount

Early Redemption Amount. In case of a termination pursuant to § 2 sub-paragraph (4) (a) (vii), § 2 sub-paragraph (4) (b) (vii), § 4 sub-paragraph (1) or § 4 sub-paragraph (2) of these Terms and Conditions, the redemption shall be made at an amount to be determined in accordance with the following provision (the "**Early Redemption Amount**"):

The Early Redemption Amount is the Principal Amount plus accrued interest, if any.

§ 6 Payments / Fiscal Agent / Paying Agent / Calculation Agent

(1) *Payments of Principal and/or Interest/Discharge.* Any amounts payable under these Terms and Conditions shall be paid by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders for subsequent transfer to the Holders. The Issuer will be discharged from its payment obligation to the Holders by payment to, or to the order of, the Clearing System.

(2) *The following sub-paragraph applies if the Final Terms specify, that interest is payable on a Temporary Global Note.* Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to sub-paragraph (3), by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders, upon due certification as provided in § 1 sub-paragraph (4) (b) of these Terms and Conditions, for subsequent transfer to the Holders.

(3) *Manner of Payment.* Payments of amounts due on the Notes shall be made in the freely convertible currency as specified in the Final Terms which on the respective due date is the legal currency of the country of the specified currency. Notwithstanding the provisions of § 9 of these Terms and Conditions, payments of amounts due on the Notes will be subject in all cases to (i) any fiscal and other laws and regulations applicable thereto in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (commonly known as FATCA), any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

(4) *Payment Date.* If the Maturity Date in respect of any Note is not a Payment Date then the Holder shall not be entitled to payment until the next such day in the relevant place of business and shall not be entitled to further interest or other payment in respect of such delay. For these purposes and as specified in the Final Terms, "**Payment Date**" means

- (a) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) settle payments; or
- (b) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

(5) *Deposit of Principal and/or Interest.* The Issuer may deposit with the Local Court (*Amtsgericht*) in Frankfurt am Main principal and/or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not

be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

(6) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent and/or any Paying Agent and/or the Calculation Agent (as specified in the Final Terms) and to appoint another Fiscal Agent and/or additional or other Paying Agents and/or another Calculation Agent. The Issuer shall at all times maintain a Fiscal Agent and/or a Paying Agent (which may be the Fiscal Agent) and/or a Calculation Agent (which may be the Fiscal Agent). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 11 of these Terms and Conditions.

(7) *Agents of the Issuer.* The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in such capacity are acting solely as agents of the Issuer and no relationship of agency or trust exists between the Fiscal Agent and/or the Paying Agent and/or the Calculation Agent and the Holders of the Notes. The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in making, omitting or accepting declarations, in acting or failing to act shall only be liable in so far as they have violated the due care of a proper merchant (*Sorgfalt eines ordentlichen Kaufmanns*).

§ 7

Presentation Period

Presentation Period. The presentation period for Notes due provided in § 801 sub-paragraph 1, sentence 1 German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years. The period for prescription for Notes presented for payment during the presentation period shall be two years beginning at the end of the relevant presentation period.

§ 8

Status / Exclusion of Set-Off / No Security / No Guarantee

- (1) *Status.* The Notes constitute unsecured and preferred senior obligations of the Issuer ranking
- (a) *pari passu* among themselves and *pari passu* with all other unsecured and preferred senior debt instruments of the Issuer;
 - (b) *senior* to (i) unsecured and non-preferred senior debt instruments of the Issuer, (ii) subordinated debt of the Issuer that is not Additional Tier 1 or Tier 2 capital, (iii) Tier 2 capital instruments, (iv) Additional Tier 1 capital instruments and (v) Common Equity Tier 1 capital instruments;
 - (c) *subordinated* to obligations of the Issuer preferred by applicable law.
- (2) *Exclusion of Set-Off.* Claims arising from the Notes may not be set off against any claims of the Issuer.
- (3) *No Security/No Guarantee.* The Notes are neither secured, nor subject to a guarantee from the Issuer or third parties that enhances the seniority of the claims of the Holders of the Notes.

§ 9

Taxation

Withholding Tax. All amounts of principal and/or interest payable in respect of the Notes shall be paid without withholding or deduction for or on account of any present or future taxes, duties or governmental charges of whatever nature imposed or levied by way of withholding or deduction at source (*Quellensteuer*) by or in or for the account of the Federal Republic of Germany or by or for the account of any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

§ 10

Issue of further Notes / Purchase / Cancellation

- (1) *Issue of further Notes.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date and/or issue price) so as to form a single Series with the Notes and increase the aggregate principal amount of such Series.
- (2) *Purchase.* Subject to the prior permission of the competent authority (if legally required), the Issuer may at any time purchase Notes in any market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.
- (3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 11

Notices

- (1) *Publication in the Federal Republic of Germany.* All notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*). Any notice so given will be deemed to have been validly given on the date of such publication.

(2) *The following sub-paragraphs apply if the Final Terms specify that the Notes are admitted to trading on the Regulated Market "Bourse de Luxembourg" of the Luxembourg Stock Exchange and are listed on the Official List of the Luxembourg Stock Exchange and/or on any other or further stock exchange.*

- (a) *Publication in a Daily Newspaper.* In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published in a leading daily newspaper (as specified in the Final Terms) having general circulation in the state in which the stock exchange has its registered office (as specified in the Final Terms). Any notice so given will be deemed to have been validly given on the date of such publication.
- (b) *Publication on the Website.* In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published on the website (as specified in the Final Terms) of the stock exchange as specified in the Final Terms. Any notice so given will be deemed to have been validly given on the date of such publication.
- (c) *Publication through the Clearing System.* In addition to publication set forth in sub-paragraph (1), and as long as this concerns notices with respect to the Floating Rate of Interest and the rules of the stock exchange as specified in the Final Terms permit such form of notice, the Issuer may replace a notice as per sub-paragraph (a) or sub-paragraph (b) with a notice to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given on the fourth day after the day on which the said notice was given to the Clearing System.

§ 12

Applicable Law / Place of Jurisdiction / Enforcement

(1) *Applicable Law.* The Notes shall be governed by German law.

(2) *Place of Jurisdiction.* Non-exclusive place of jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes shall be Frankfurt am Main. Exclusive place of jurisdiction shall be Frankfurt am Main for all Proceedings arising from matters provided for in these Terms and Conditions for merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to the general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).

(3) *Enforcement.* Any Holder of Notes may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such Proceedings of the actual records or the Global Note representing the Notes.

For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under the Notes also in any other way which is permitted in the country in which the Proceedings are initiated.

The provisions of the following Terms and Conditions apply to the Notes as substantiated by the provisions of PART I of the Final Terms which are attached hereto. The provisions of PART I of the Final Terms and the Terms and Conditions, taken together, shall constitute the terms and conditions applicable to each particular Tranche of Notes (the "**Conditions**"). Copies of the Conditions may be obtained free of charge at the specified office of the Fiscal Agent and at the specified office of any Paying Agent provided that, in the case of the Notes which are not listed on any stock exchange, copies of the relevant Conditions will only be available to Holders of such Notes.

C. TERMS AND CONDITIONS OF NON-PREFERRED SENIOR NOTES

C1. Terms and Conditions of Fixed Rate Non-Preferred Senior Notes

§ 1

Currency / Denomination / Form / Definitions

(1) *Currency, Denomination.* This Series of non-preferred senior notes (the "**Notes**") of DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**") is being issued in the currency as specified in the Final Terms, and in the aggregate principal amount as specified in the Final Terms, and in the denomination as specified in the Final Terms (the "**Specified Denomination**" or the "**Principal Amount**").

(2) *Form.* The Notes are issued in bearer form and represented by one or more global notes (each a "**Global Note**").

(3) *The following sub-paragraph applies if the Final Terms specify that the Notes are represented by a Permanent Global Note.*

Permanent Global Note. The Notes are represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Permanent Global Note shall be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(4) *The following sub-paragraphs apply if the Final Terms specify that the Notes are initially represented by a Temporary Global Note.*

(a) *Temporary Global Note.* The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall each additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(b) *Exchange.* The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date (the "**Exchange Date**") 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that any beneficial owner of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this sub-paragraph (b). Any Notes delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined sub-paragraph (c)).

(c) *United States.* For purposes of sub-paragraph (b), "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(5) *Clearing System.* The Global Note will be kept in custody by or on behalf of a Clearing System. For these purposes and as specified in the Final Terms, "**Clearing System**" means

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("**CBF**"); or

(b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg ("**CBL**"); and/or

(c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brussels, Kingdom of Belgium ("**Euroclear**").

CBL and Euroclear are each an international central securities depository ("**ICSD**" and together the "**ICSDs**").

*The following sub-paragraph applies if the Final Terms specify that the Notes are kept in custody on behalf of the ICSDs and the Global Note is a classical global note ("**CGN**").*

The Notes are issued in CGN form and are kept in custody by a common depository on behalf of both ICSDs.

- (6) *Holder of Notes.* "**Holder**" is any holder of a proportionate co-ownership or other right in the Notes.

§ 2 Interest

(1) *Rate of Interest/Interest Payment Dates.* Subject to § 4 sub-paragraph (1) (if the Final Terms specify the option of early redemption by the Issuer) or § 4 sub-paragraph (2) of these Terms and Conditions, the Notes will bear interest on the Specified Denomination from and including the interest commencement date as specified in the Final Terms (the "**Interest Commencement Date**") up to but excluding the Maturity Date pursuant to § 3 of these Terms and Conditions at the rate of interest per annum as specified in the Final Terms (the "**Rate of Interest**"). Interest will be payable in arrears on each date as specified in the Final Terms (the "**Interest Payment Date**") and on the Maturity Date. If broken interest amounts are payable on the Notes (short/long first/last coupon), such amounts will be specified in the Final Terms.

(2) *Business Day Convention.* If any Interest Payment Date would otherwise fall on a day which is not a Business Day in accordance with sub-paragraph (e), then,

- (a) if the Final Terms specify "**Modified Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Interest Payment Date shall be the immediately preceding Business Day; or
- (b) if the Final Terms specify "**FRN Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the period as specified in the Final Terms after the preceding applicable Interest Payment Date; or
- (c) if the Final Terms specify "**Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (d) if the Final Terms specify "**Preceding Business Day Convention**", such Interest Payment Date shall be the immediately preceding Business Day.

The following sub-paragraph applies if the Final Terms specify that interest shall be adjusted.

Adjustment of Interest. If the due date for payment is brought forward or postponed, the amount of interest shall be adjusted accordingly.

The following sub-paragraph applies if the Final Terms specify that interest shall not be adjusted.

No Adjustment of Interest. The Holder shall not be entitled to further interest or other payment in respect of any such postponement.

- (e) *Business Day.* For purposes of sub-paragraphs (a), (b), (c) or (d) and as specified in the Final Terms, "**Business Day**" means
 - (i) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) settle payments; or
 - (ii) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

(3) *Accrual of Interest.* The Notes shall cease to bear interest from the expiry of the day preceding the day on which they are due for redemption. If the Issuer shall fail to redeem the Notes in full or in part on the Maturity Date pursuant to § 3 of these Terms and Conditions, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes from the Maturity Date pursuant to § 3 of these Terms and Conditions until the expiry of the day preceding the day of the actual redemption of the Notes at the default rate of interest established by law²⁴.

(4) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less or more than a full year, such interest shall be calculated on the basis of the Day Count Fraction as defined in sub-paragraph (5) below and as specified in the Final Terms.

(5) *Day Count Fraction.* "**Day Count Fraction**" means, in respect of the calculation of the interest amount on any Note for any period of time (the "**Calculation Period**"):

- (a) if "**Actual/Actual (ICMA Rule 251)**" is specified in the Final Terms,
 - (aa) in the case that the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of

²⁴ *The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 German Civil Code (Bürgerliches Gesetzbuch).*

- (x) the number of days in such Determination Period and (y) the "**Number of ICMA Determination Dates in one calendar year**" (as specified in the Final Terms); or
- (ab) in the case that the Calculation Period is longer than the Determination Period (as defined below) during which the Calculation Period ends, the sum of
- (i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year; and
 - (ii) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year.

"**Determination Period**" means the period from, and including, an "**ICMA Determination Date**" (as specified in the Final Terms) to, but excluding, the next ICMA Determination Date (including, where the Interest Commencement Date is not an ICMA Determination Date, the period commencing on the first ICMA Determination Date prior to the Interest Commencement Date, and where the final Interest Payment Date is not an ICMA Determination Date, the first ICMA Determination Date falling after the final Interest Payment Date); or

- (b) if "**Actual/365 (Fixed)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365; or
- (c) if "**Actual/365 (Sterling)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366; or
- (d) if "**Actual/360**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 360; or
- (e) if "**30/360, 360/360 or Bond Basis**" is specified in the Final Terms, the number of days in the Calculation 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 (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation 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 (B) the last day of the Calculation 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); or
- (f) if "**30E/360 or Eurobond Basis**" is specified in the Final Terms, the number of days in the Calculation Period divided by 360 (such 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 Calculation Period unless, in the case of the final Calculation Period, the Maturity Date 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).

§ 3 Redemption

Redemption at Final Maturity. Unless previously redeemed or repurchased and cancelled, the Issuer will redeem the Notes at par on the maturity date (the "**Maturity Date**") as specified in the Final Terms.

§ 4 Early Redemption

(1) *The following sub-paragraph applies if the Final Terms specify that the Notes are subject to Early Redemption at the option of the Issuer (Call Option):*

Early Redemption at the option of the Issuer (Call Option). Subject to the prior permission of the competent authority (if legally required), the Issuer shall have the right upon giving notice in accordance with § 11 of these Terms and Conditions to terminate the Notes, in whole but not in part, subject to a "**Minimum Notice Period**" (as specified in the Final Terms), with effect to the "**Call Redemption Date**" (as specified in the Final Terms) at their respective Early Redemption Amount pursuant to § 5 of these Terms and Conditions.

(2) *Early Redemption for Regulatory Reasons.* Subject to the prior permission of the competent authority (if legally required), the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 11 of these Terms and Conditions and may be redeemed at their relevant Early Redemption Amount (as defined in § 5 of these Terms and Conditions), if as a result of any change in, or amendment to, the directives, laws and regulations applicable in the European Union or the Federal Republic of Germany or their interpretation, the Notes do no longer comply with the minimum requirements for own funds and eligible liabilities (MREL) in accordance with Article 45 of the Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended, (as implemented in § 49 of the German Act of 10 December 2014 on the Recovery and Resolution of Credit Institutions and Groups of Credit Institutions, as amended (*Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen vom 10. Dezember 2014, in der jeweils gültigen Fassung*)) or in accordance with Article 12 of the Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund, as amended, or any other applicable statutory provision governing the minimum requirements for own funds and eligible liabilities (MREL).

- (3) *No Early Redemption at the Option of a Holder.* A Holder shall not be entitled to any termination of the Notes.

§ 5

Early Redemption Amount

Early Redemption Amount. In case of a termination pursuant to § 4 sub-paragraph (1) or § 4 sub-paragraph (2) of these Terms and Conditions, the redemption shall be made at an amount to be determined in accordance with the following provision (the "**Early Redemption Amount**"):

The Early Redemption Amount is the Principal Amount plus accrued interest, if any.

§ 6

Payments / Fiscal Agent / Paying Agent / Calculation Agent

(1) *Payments of Principal and/or Interest/Discharge.* Any amounts payable under these Terms and Conditions shall be paid by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders for subsequent transfer to the Holders. The Issuer will be discharged from its payment obligation to the Holders by payment to, or to the order of, the Clearing System.

(2) *The following sub-paragraph applies if the Final Terms specify, that interest is payable on a Temporary Global Note.*

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to sub-paragraph (3), by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders, upon due certification as provided in § 1 sub-paragraph (4) (b) of these Terms and Conditions, for subsequent transfer to the Holders.

(3) *Manner of Payment.*

(a) *The following sub-paragraph applies if the Notes are denominated in a currency other than Chinese Renminbi:*

Payments of amounts due on the Notes shall be made in the freely convertible currency as specified in the Final Terms which on the respective due date is the legal currency of the country of the specified currency. Notwithstanding the provisions of § 9 of these Terms and Conditions, payments of amounts due on the Notes will be subject in all cases to (i) any fiscal and other laws and regulations applicable thereto in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (commonly known as FATCA), any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

(b) *The following sub-paragraph applies if the Notes are denominated in Chinese Renminbi:*

Payments of amounts due on the Notes shall be made in Chinese Renminbi, solely by transfer to an account maintained by the Clearing System with a bank outside the People's Republic of China. Notwithstanding the provisions of § 9 of these Terms and Conditions, payments of amounts due on the Notes will be subject in all cases to (i) any fiscal and other laws and regulations applicable thereto in the place of payment, and subject to the below sub-paragraph and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (commonly known as FATCA), any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

If the Issuer determines that the amount payable on the respective Payment Date is not available to it in Chinese Renminbi for reasons beyond its control or that Chinese Renminbi or any successor currency to it provided for by law is not permitted to be used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in US dollar on, or as soon as reasonably practicable after, the respective Payment Date on the basis of the Applicable Exchange Rate (as defined below). Holders shall not be entitled to further interest or any other payment as a result thereof. The "**Applicable Exchange Rate**" shall be the Spot Rate (as defined below) on the second Determination Business Day (as defined below) prior to such payment (hereinafter referred to as "**Determination Date**") or, if such rate is not available on the Determination Date, the Spot Rate most recently available prior to such Determination Date, as determined by the calculation agent as specified in the Final Terms (the "**Calculation Agent**").

"**Spot Rate**" means the most recently available US dollar/Chinese Renminbi official fixing rate with a two-days value date as reported by The State Administration of Foreign Exchange of the People's Republic of China and determined by the Calculation Agent at or around 11:00 a.m. (Hong Kong time) on the Determination Date by reference to Reuters Screen Page CNY=SAEC (or on any other substitute page of Reuters or of any other determined information provider or successor). If such official fixing rate is not available, the Calculation Agent will determine the Spot Rate at or around 11:00 a.m. (Hong Kong time) on the Determination Date by reference to Reuters Screen Page TRADCNY3/ column USD/CNH (or on any other substitute page of Reuters or of any other determined information provider or successor) based on the arithmetic mean of the bid and offer US dollar/Chinese Renminbi spot exchange rate in the over-the-counter Chinese Renminbi exchange market in Hong Kong with a two-days value date.

"**Determination Business Day**" means any day (other than a Saturday or a Sunday) on which the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) and commercial banks and foreign exchange markets in Hong Kong and New York are open for general business and settle payments.

(4) *Payment Date.* If the date for payment of any amount in respect of any Note is not a Payment Date then the Holder shall not be entitled to payment until the next such day in the relevant place of business and shall not be entitled to further interest or other payment in respect of such delay. For these purposes and as specified in the Final Terms, "**Payment Date**" means

- (a) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) settle payments; or
- (b) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

(5) *Deposit of Principal and/or Interest.* The Issuer may deposit with the Local Court (*Amtsgericht*) in Frankfurt am Main principal and/or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

(6) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent and/or any Paying Agent and/or the Calculation Agent (as specified in the Final Terms) and to appoint another Fiscal Agent and/or additional or other Paying Agents and/or another Calculation Agent. The Issuer shall at all times maintain a Fiscal Agent and/or a Paying Agent (which may be the Fiscal Agent) and/or a Calculation Agent (which may be the Fiscal Agent). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 11 of these Terms and Conditions.

(7) *Agents of the Issuer.* The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in such capacity are acting solely as agents of the Issuer and no relationship of agency or trust exists between the Fiscal Agent and/or the Paying Agent and/or the Calculation Agent and the Holders of the Notes. The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in making, omitting or accepting declarations, in acting or failing to act shall only be liable in so far as they have violated the due care of a proper merchant (*Sorgfalt eines ordentlichen Kaufmanns*).

§ 7

Presentation Period

Presentation Period. The presentation period for Notes due provided in § 801 sub-paragraph 1, sentence 1 German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years. The period for prescription for Notes presented for payment during the presentation period shall be two years beginning at the end of the relevant presentation period.

§ 8

Status / Payment Claim / Exclusion of Set-Off / No Security / No Guarantee

- (1) *Status.* The Notes constitute unsecured and non-preferred senior obligations of the Issuer ranking
 - (a) *pari passu* among themselves and *pari passu* with all other unsecured and non-preferred senior debt instruments of the Issuer;
 - (b) *senior* to (i) subordinated debt of the Issuer that is not Additional Tier 1 or Tier 2 capital, (ii) Tier 2 capital instruments, (iii) Additional Tier 1 capital instruments and (iv) Common Equity Tier 1 capital instruments;
 - (c) *subordinated* to obligations of the Issuer preferred by applicable law, including unsecured and preferred senior debt instruments of the Issuer.
- (2) *Payment Claim.* Subject to applicable law, in the event of the resolution, liquidation or insolvency of the Issuer, the obligations under the Notes will be fully subordinated to the claims of third party creditors of the Issuer under the present and future obligations preferred by applicable law, so that in any such event payments on the Notes will not be made until the claims of third party creditors of the Issuer under the present and future obligations preferred by applicable law shall have been satisfied in full.
- (3) *Exclusion of Set-Off.* Claims arising from the Notes may not be set off against any claims of the Issuer.
- (4) *No Security/No Guarantee.* The Notes are neither secured, nor subject to a guarantee from the Issuer or third parties that enhances the seniority of the claims of the Holders of the Notes.

§ 9

Taxation

Withholding Tax. All amounts of principal and/or interest payable in respect of the Notes shall be paid without withholding or deduction for or on account of any present or future taxes, duties or governmental charges of whatever nature imposed or levied by way of withholding or deduction at source (*Quellensteuer*) by or in or for the account of the Federal Republic of Germany or by or for the account of any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

§ 10

Issue of further Notes / Purchase / Cancellation

- (1) *Issue of further Notes.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date and/or issue price) so as to form a single Series with the Notes and increase the aggregate principal amount of such Series.
- (2) *Purchase.* Subject to the prior permission of the competent authority (if legally required), the Issuer may at any time purchase Notes in any market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.
- (3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 11

Notices

- (1) *Publication in the Federal Republic of Germany.* All notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*). Any notice so given will be deemed to have been validly given on the date of such publication.
- (2) *The following sub-paragraphs apply if the Final Terms specify that the Notes are admitted to trading on the Regulated Market "Bourse de Luxembourg" of the Luxembourg Stock Exchange and are listed on the Official List of the Luxembourg Stock Exchange and/or on any other or further stock exchange.*
- (a) *Publication in a Daily Newspaper.* In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published in a leading daily newspaper (as specified in the Final Terms) having general circulation in the state in which the stock exchange has its registered office (as specified in the Final Terms). Any notice so given will be deemed to have been validly given on the date of such publication.
- (b) *Publication on the Website.* In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published on the website (as specified in the Final Terms) of the stock exchange as specified in the Final Terms. Any notice so given will be deemed to have been validly given on the date of such publication.

§ 12

Applicable Law / Place of Jurisdiction / Enforcement

- (1) *Applicable Law.* The Notes shall be governed by German law.
- (2) *Place of Jurisdiction.* Non-exclusive place of jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes shall be Frankfurt am Main. Exclusive place of jurisdiction shall be Frankfurt am Main for all Proceedings arising from matters provided for in these Terms and Conditions for merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to the general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).
- (3) *Enforcement.* Any Holder of Notes may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such Proceedings of the actual records or the Global Note representing the Notes.

For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under the Notes also in any other way which is permitted in the country in which the Proceedings are initiated.

C2. Terms and Conditions of Floating Rate Non-Preferred Senior Notes

§ 1

Currency / Denomination / Form / Definitions

(1) *Currency, Denomination.* This Series of non-preferred senior notes (the "**Notes**") of DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**") is being issued in the currency as specified in the Final Terms, and in the aggregate principal amount as specified in the Final Terms, and in the denomination as specified in the Final Terms (the "**Specified Denomination**" or the "**Principal Amount**").

(2) *Form.* The Notes are issued in bearer form and represented by one or more global notes (each a "**Global Note**").

(3) *The following sub-paragraph applies if the Final Terms specify that the Notes are represented by a Permanent Global Note.*

Permanent Global Note. The Notes are represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Permanent Global Note shall be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(4) *The following sub-paragraphs apply if the Final Terms specify that the Notes are initially represented by a Temporary Global Note.*

(a) *Temporary Global Note.* The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall each additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(b) *Exchange.* The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date (the "**Exchange Date**") 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that any beneficial owner of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this sub-paragraph (b). Any Notes delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined sub-paragraph (c)).

(c) *United States.* For purposes of sub-paragraph (b), "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(5) *Clearing System.* The Global Note will be kept in custody by or on behalf of a Clearing System. For these purposes and as specified in the Final Terms, "**Clearing System**" means

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("**CBF**"); or

(b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg ("**CBL**"); and/or

(c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brussels, Kingdom of Belgium ("**Euroclear**").

CBL and Euroclear are each an international central securities depository ("**ICSD**" and together the "**ICSDs**").

*The following sub-paragraph applies if the Final Terms specify that the Notes are kept in custody on behalf of the ICSDs and the Global Note is a classical global note ("**CGN**").*

The Notes are issued in CGN form and are kept in custody by a common depository on behalf of both ICSDs.

(6) *Holder of Notes.* "**Holder**" is any holder of a proportionate co-ownership or other right in the Notes.

§ 2

Interest

(1) *Floating Rate of Interest/Interest Payment Dates.* Subject to § 4 sub-paragraph (1) (if the Final Terms specify the option of early redemption by the Issuer) or § 4 sub-paragraph (2) of these Terms and Conditions, the Notes will bear interest on the Specified Denomination from and including the interest commencement date as specified in the Final Terms (the "**Interest Commencement Date**") up to but excluding the Maturity Date pursuant to § 3 of these Terms and Conditions at the floating rate of interest as specified in the Final Terms (the "**Floating Rate of Interest**"). The Floating Rate of Interest will be determined by the calculation agent as specified in the Final Terms (the "**Calculation Agent**") pursuant to the following provisions. Interest will be payable in arrears on the dates as specified in the Final Terms (the "**Interest Payment Dates**").

(2) *Business Day Convention.* If any Interest Payment Date would otherwise fall on a day which is not a Business Day in accordance with sub-paragraph (e), then,

- (a) if the Final Terms specify "**Modified Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Interest Payment Date shall be the immediately preceding Business Day; or
- (b) if the Final Terms specify "**FRN Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the period as specified in the Final Terms after the preceding applicable Interest Payment Date; or
- (c) if the Final Terms specify "**Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (d) if the Final Terms specify "**Preceding Business Day Convention**", such Interest Payment Date shall be the immediately preceding Business Day.

The following sub-paragraph applies if the Final Terms specify that interest shall be adjusted.

Adjustment of Interest. If the due date for payment is brought forward or postponed, the amount of interest shall be adjusted accordingly.

The following sub-paragraph applies if the Final Terms specify that interest shall not be adjusted.

No Adjustment of Interest. The Holder shall not be entitled to further interest or other payment in respect of any such postponement.

- (e) *Business Day.* For purposes of sub-paragraphs (a), (b), (c) or (d) and as specified in the Final Terms, "**Business Day**" means
 - (i) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) settle payments; or
 - (ii) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

(3) *Interest Period.* The period between the Interest Commencement Date (including) and the last day (including) preceding the first Interest Payment Date and the period from each Interest Payment Date (including) to the last day (including) preceding the following Interest Payment Date and for the last time the last day (including) preceding the Maturity Date hereinafter referred to as "**Interest Period**" as specified in the Final Terms.

(4) *Reference Rate of Interest.*

- (a) *The following sub-paragraphs apply if the Final Terms specify **EURIBOR (Euro Interbank Offered Rate)** as the reference rate of interest:*
 - (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the EURIBOR rate for euro-deposits (as specified in the Final Terms) for the relevant Interest Period as determined in accordance with sub-paragraphs (ii), (iii), (iv) or (v) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable, (as specified in the Final Terms).
 - (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the EURIBOR rate for euro deposits for the relevant Interest Period quoted by the member banks of the EURIBOR panel which appears on Reuters page EURIBOR01 (or on any other substitute page of Reuters or of any other determined information provider or successor) at about 11:00 a.m. (Brussels time), multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
 - (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such EURIBOR rate appears at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request four selected major banks in the Euro-Zone interbank market to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for euro-deposits to prime banks in the Euro-Zone interbank market for the relevant Interest Period and in an amount that is representative for a single transaction on the respective Interest Determination Date at about 11:00 a.m. (Brussels time) on the respective Interest Determination Date. "**Euro-Zone**" means the region comprised of those Member States of the European Union that have adopted the euro in accordance with the Treaty establishing the European Community, as amended. If two or more of the four selected major banks in the Euro-Zone interbank market provide the Calculation Agent with such offered quotations, the Floating Rate of Interest for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest 1/1,000 per cent, with 0.0005 being rounded upwards) of such offered quotations multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.
 - (iv) If on the respective Interest Determination Date only one or none of the four selected major banks in the Euro-Zone interbank market provides the Calculation Agent with such offered quotations as provided for in the preceding sub-

paragraph (iii), the Floating Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest 1/1,000 per cent, with 0.0005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the Euro-Zone interbank market, selected by the Calculation Agent with reasonable care, at which they offer at about 11:00 a.m. (Brussels time) on the respective Interest Determination Date euro-denominated loans for the relevant Interest Period to leading European banks and in an amount that is representative for a single transaction on the respective Interest Determination Date, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.

- (v) If on any Interest Determination Date the EURIBOR rate cannot be determined in accordance with sub-paragraphs (ii), (iii) or (iv) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The EURIBOR rate relevant for the calculation of the applicable Floating Rate of Interest will be the last published EURIBOR rate for euro deposits for the relevant Interest Period determined by the Calculation Agent which appears on Reuters page EURIBOR01 (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (vi) If the EURIBOR rate for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest is available which either is officially announced as successor to the EURIBOR rate or, failing that, in the opinion of the Issuer, comes as close as possible to the composition of the existing EURIBOR rate, the existing EURIBOR rate will be replaced for the remaining term to maturity of the Notes by such substitute reference rate of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rate of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rate of interest as well as the administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 11 of these Terms and Conditions.
- (vii) Subject to the prior permission of the competent authority (if legally required), the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 11 of these Terms and Conditions and may be redeemed at their relevant Early Redemption Amount in accordance with § 5 of these Terms and Conditions, if the EURIBOR rate for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest in accordance with sub-paragraph (vi) is not available.

Business Day in the meaning of this sub-paragraph (a) means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) settles payments.

- (b) *The following sub-paragraphs apply if the Final Terms specify **LIBOR (London Interbank Offered Rate)** as the reference rate of interest:*
 - (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the LIBOR rate for deposits in the specified currency (as specified in the Final Terms) for the relevant Interest Period as determined in accordance with sub-paragraphs (ii), (iii), (iv) or (v) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable, (as specified in the Final Terms).
 - (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the LIBOR rate for deposits in the specified currency for the relevant Interest Period which appears on Reuters page LIBOR01 or LIBOR02 (or on any other substitute page of Reuters or of any other determined information provider or successor) at about 11:00 a.m. (London time), multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
 - (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such LIBOR rate appears at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request four selected major banks in the London interbank market to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for deposits in the specified currency (as specified in the Final Terms) to prime banks in the London interbank market for the relevant Interest Period and in an amount that is representative for a single transaction on the respective Interest Determination Date at about 11:00 a.m. (London time) on the respective Interest Determination Date. If two or more of the four selected major banks in the London interbank market provide the Calculation Agent with such offered quotations, the Floating Rate of Interest for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of such offered quotations multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.
 - (iv) If on the respective Interest Determination Date only one or none of the four selected major banks in the London interbank market provides the Calculation Agent with such offered quotations as provided for in the preceding sub-paragraph (iii), the Floating Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the London interbank market, selected by the Calculation Agent with reasonable care, at which they offer at about 11:00 a.m. (London time) on the respective Interest Determination Date loans denominated in the specified currency (as specified in the Final Terms) for the relevant Interest Period to leading European banks and in

an amount that is representative for a single transaction on the respective Interest Determination Date, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.

- (v) If on any Interest Determination Date the LIBOR rate cannot be determined in accordance with sub-paragraphs (ii), (iii) or (iv) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The LIBOR rate relevant for the calculation of the applicable Floating Rate of Interest will be the last published LIBOR rate for deposits in the specified currency for the relevant Interest Period determined by the Calculation Agent which appears on Reuters page LIBOR01 or LIBOR02 (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (vi) If the LIBOR rate for deposits in the specified currency for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest is available which either is officially announced as successor to the LIBOR rate or, failing that, in the opinion of the Issuer, comes as close as possible to the composition of the existing LIBOR rate, the existing LIBOR rate will be replaced for the remaining term to maturity of the Notes by such substitute reference rate of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rate of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rate of interest as well as the administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 11 of these Terms and Conditions.
- (vii) Subject to the prior permission of the competent authority (if legally required), the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 11 of these Terms and Conditions and may be redeemed at their relevant Early Redemption Amount in accordance with § 5 of these Terms and Conditions, if the LIBOR rate for deposits in the specified currency for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest in accordance with sub-paragraph (vi) is not available.

Business Day in the meaning of this sub-paragraph (b) means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (including dealing in foreign exchange and foreign currency) in London and in the principal financial centre of the country of the relevant currency (as specified in the Final Terms).

(5) *Interest Amount.* The Calculation Agent will calculate on each Interest Determination Date the interest amount payable on the aggregate principal amount of the Notes (as specified in the Final Terms) and/or on the Specified Denomination of the Notes (as specified in the Final Terms) (the "**Interest Amount**") for the respective Interest Period by applying the Floating Rate of Interest for the respective Interest Period to the aggregate principal amount of the Notes and/or to the Specified Denomination of the Notes, multiplying the product by the Day Count Fraction (as defined in sub-paragraph (6) below and as specified in the Final Terms), and rounding the resultant figure to the nearest sub-unit of the relevant currency, half of any such sub-unit being rounded upwards.

(6) *Day Count Fraction.* "**Day Count Fraction**" means, in respect of the calculation of the interest amount on any Note for any period of time (the "**Calculation Period**"):

- (a) if "**Actual/Actual (ICMA Rule 251)**" is specified in the Final Terms,
 - (aa) in the case that the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the "**Number of ICMA Determination Dates in one calendar year**" (as specified in the Final Terms); or
 - (ab) in the case that the Calculation Period is longer than the Determination Period (as defined below) during which the Calculation Period ends, the sum of
 - (i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year; and
 - (ii) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year.

"**Determination Period**" means the period from, and including, an "**ICMA Determination Date**" (as specified in the Final Terms) to, but excluding, the next ICMA Determination Date (including, where the Interest Commencement Date is not an ICMA Determination Date, the period commencing on the first ICMA Determination Date prior to the Interest Commencement Date, and where the final Interest Payment Date is not an ICMA Determination Date, the first ICMA Determination Date falling after the final Interest Payment Date); or

- (b) if "**Actual/365 (Fixed)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365; or
- (c) if "**Actual/365 (Sterling)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366; or

- (d) if "**Actual/360**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 360; or
- (e) if "**30/360, 360/360 or Bond Basis**" is specified in the Final Terms, the number of days in the Calculation 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 (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation 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 (B) the last day of the Calculation 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); or
- (f) if "**30E/360 or Eurobond Basis**" is specified in the Final Terms, the number of days in the Calculation Period divided by 360 (such 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 Calculation Period unless, in the case of the final Calculation Period, the Maturity Date 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).

(7) *Publication of Floating Rate of Interest, Interest Amount and Interest Payment Date.* The Calculation Agent shall arrange for the immediate publication in accordance with § 11 of these Terms and Conditions of the respective Floating Rate of Interest determined for the respective Interest Period, the interest amount payable on the aggregate principal amount of the Notes and/or on the Specified Denomination of the Notes and the Interest Payment Date. In the event of an extension or shortening of the Interest Period, the interest amount payable and the Interest Payment Date may subsequently be corrected, or appropriate alternative arrangements may be made by way of adjustment by the Calculation Agent without a publication being necessary with regard thereto. In all other respects, the determination of the relevant Floating Rates of Interest and the interest amounts payable in each instance, when made in accordance with the preceding sub-paragraphs (1) to (6), shall be binding upon all parties. The Holders do not have any claims against the Calculation Agent regarding the way of handling or not handling its rights, duties and discretionary decisions resulting out of this sub-paragraph (7).

(8) *Accrual of Interest.* The Notes shall cease to bear interest from the expiry of the day preceding the day on which they are due for redemption. If the Issuer shall fail to redeem the Notes in full or in part on the Maturity Date pursuant to § 3 of these Terms and Conditions, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes from the Maturity Date pursuant to § 3 of these Terms and Conditions until the expiry of the day preceding the day of the actual redemption of the Notes at the default rate of interest established by law²⁵.

§ 3 Redemption

Redemption at Final Maturity. Unless previously redeemed or repurchased and cancelled, the Issuer will redeem the Notes at par on the maturity date (the "**Maturity Date**") as specified in the Final Terms.

§ 4 Early Redemption

(1) *The following sub-paragraph applies if the Final Terms specify that the Notes are subject to Early Redemption at the option of the Issuer (Call Option):*

Early Redemption at the option of the Issuer (Call Option). Subject to the prior permission of the competent authority (if legally required) and in addition to the right to terminate the Notes pursuant to § 2 sub-paragraph (4) (a) (vii) or § 2 sub-paragraph (4) (b) (vii) of these Terms and Conditions, the Issuer shall have the right upon giving notice in accordance with § 11 of these Terms and Conditions to terminate the Notes, in whole but not in part, subject to a "**Minimum Notice Period**" (as specified in the Final Terms), with effect to the "**Call Redemption Date**" (as specified in the Final Terms) at their respective Early Redemption Amount pursuant to § 5 of these Terms and Conditions.

(2) *Early Redemption for Regulatory Reasons.* Subject to the prior permission of the competent authority (if legally required), the Notes may be early terminated, in whole but not in part, at the option of the Issuer, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 11 of these Terms and Conditions and may be redeemed at their relevant Early Redemption Amount (as defined in § 5 of these Terms and Conditions), if as a result of any change in, or amendment to, the directives, laws and regulations applicable in the European Union or the Federal Republic of Germany or their interpretation, the Notes do no longer comply with the minimum requirements for own funds and eligible liabilities (MREL) in accordance with Article 45 of the Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended, (as implemented in § 49 of the German Act of 10 December 2014 on the Recovery and Resolution of Credit Institutions and Groups of Credit Institutions, as amended (*Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen vom 10. Dezember 2014, in der jeweils gültigen Fassung*)) or in accordance with Article 12 of the Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund, as amended, or any other applicable statutory provision governing the minimum requirements for own funds and eligible liabilities (MREL).

²⁵ *The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 German Civil Code (Bürgerliches Gesetzbuch).*

(3) *No Early Redemption at the Option of a Holder.* A Holder shall not be entitled to any termination of the Notes.

§ 5

Early Redemption Amount

Early Redemption Amount. In case of a termination pursuant to § 2 sub-paragraph (4) (a) (vii), § 2 sub-paragraph (4) (b) (vii), § 4 sub-paragraph (1) or § 4 sub-paragraph (2) of these Terms and Conditions, the redemption shall be made at an amount to be determined in accordance with the following provision (the "**Early Redemption Amount**"):

The Early Redemption Amount is the Principal Amount plus accrued interest, if any.

§ 6

Payments / Fiscal Agent / Paying Agent / Calculation Agent

(1) *Payments of Principal and/or Interest/Discharge.* Any amounts payable under these Terms and Conditions shall be paid by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders for subsequent transfer to the Holders. The Issuer will be discharged from its payment obligation to the Holders by payment to, or to the order of, the Clearing System.

(2) *The following sub-paragraph applies if the Final Terms specify, that interest is payable on a Temporary Global Note.* Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to sub-paragraph (3), by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders, upon due certification as provided in § 1 sub-paragraph (4) (b) of these Terms and Conditions, for subsequent transfer to the Holders.

(3) *Manner of Payment.* Payments of amounts due on the Notes shall be made in the freely convertible currency as specified in the Final Terms which on the respective due date is the legal currency of the country of the specified currency. Notwithstanding the provisions of § 9 of these Terms and Conditions, payments of amounts due on the Notes will be subject in all cases to (i) any fiscal and other laws and regulations applicable thereto in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (commonly known as FATCA), any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

(4) *Payment Date.* If the Maturity Date in respect of any Note is not a Payment Date then the Holder shall not be entitled to payment until the next such day in the relevant place of business and shall not be entitled to further interest or other payment in respect of such delay. For these purposes and as specified in the Final Terms, "**Payment Date**" means

- (a) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) settle payments; or
- (b) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

(5) *Deposit of Principal and/or Interest.* The Issuer may deposit with the Local Court (*Amtsgericht*) in Frankfurt am Main principal and/or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

(6) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent and/or any Paying Agent and/or the Calculation Agent (as specified in the Final Terms) and to appoint another Fiscal Agent and/or additional or other Paying Agents and/or another Calculation Agent. The Issuer shall at all times maintain a Fiscal Agent and/or a Paying Agent (which may be the Fiscal Agent) and/or a Calculation Agent (which may be the Fiscal Agent). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 11 of these Terms and Conditions.

(7) *Agents of the Issuer.* The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in such capacity are acting solely as agents of the Issuer and no relationship of agency or trust exists between the Fiscal Agent and/or the Paying Agent and/or the Calculation Agent and the Holders of the Notes. The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in making, omitting or accepting declarations, in acting or failing to act shall only be liable in so far as they have violated the due care of a proper merchant (*Sorgfalt eines ordentlichen Kaufmanns*).

§ 7

Presentation Period

Presentation Period. The presentation period for Notes due provided in § 801 sub-paragraph 1, sentence 1 German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years. The period for prescription for Notes presented for payment during the presentation period shall be two years beginning at the end of the relevant presentation period.

§ 8

Status / Payment Claim / Exclusion of Set-Off / No Security / No Guarantee

- (1) *Status*. The Notes constitute unsecured and non-preferred senior obligations of the Issuer ranking
- (a) *pari passu* among themselves and *pari passu* with all other unsecured and non-preferred senior debt instruments of the Issuer;
 - (b) *senior* to (i) subordinated debt of the Issuer that is not Additional Tier 1 or Tier 2 capital, (ii) Tier 2 capital instruments, (iii) Additional Tier 1 capital instruments and (iv) Common Equity Tier 1 capital instruments;
 - (c) *subordinated* to obligations of the Issuer preferred by applicable law, including unsecured and preferred senior debt instruments of the Issuer.
- (2) *Payment Claim*. Subject to applicable law, in the event of the resolution, liquidation or insolvency of the Issuer, the obligations under the Notes will be fully subordinated to the claims of third party creditors of the Issuer under the present and future obligations preferred by applicable law, so that in any such event payments on the Notes will not be made until the claims of third party creditors of the Issuer under the present and future obligations preferred by applicable law shall have been satisfied in full.
- (3) *Exclusion of Set-Off*. Claims arising from the Notes may not be set off against any claims of the Issuer.
- (4) *No Security/No Guarantee*. The Notes are neither secured, nor subject to a guarantee from the Issuer or third parties that enhances the seniority of the claims of the Holders of the Notes.

§ 9

Taxation

Withholding Tax. All amounts of principal and/or interest payable in respect of the Notes shall be paid without withholding or deduction for or on account of any present or future taxes, duties or governmental charges of whatever nature imposed or levied by way of withholding or deduction at source (*Quellensteuer*) by or in or for the account of the Federal Republic of Germany or by or for the account of any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

§ 10

Issue of further Notes / Purchase / Cancellation

- (1) *Issue of further Notes*. The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date and/or issue price) so as to form a single Series with the Notes and increase the aggregate principal amount of such Series.
- (2) *Purchase*. Subject to the prior permission of the competent authority (if legally required), the Issuer may at any time purchase Notes in any market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.
- (3) *Cancellation*. All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 11

Notices

- (1) *Publication in the Federal Republic of Germany*. All notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*). Any notice so given will be deemed to have been validly given on the date of such publication.
- (2) *The following sub-paragraphs apply if the Final Terms specify that the Notes are admitted to trading on the Regulated Market "Bourse de Luxembourg" of the Luxembourg Stock Exchange and are listed on the Official List of the Luxembourg Stock Exchange and/or on any other or further stock exchange.*
- (a) *Publication in a Daily Newspaper*. In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published in a leading daily newspaper (as specified in the Final Terms) having general circulation in the state in which the stock exchange has its registered office (as specified in the Final Terms). Any notice so given will be deemed to have been validly given on the date of such publication.
 - (b) *Publication on the Website*. In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published on the website (as specified in the Final Terms) of the stock exchange as specified in the Final Terms. Any notice so given will be deemed to have been validly given on the date of such publication.
 - (c) *Publication through the Clearing System*. In addition to publication set forth in sub-paragraph (1), and as long as this concerns notices with respect to the Floating Rate of Interest and the rules of the stock exchange as specified in the Final Terms permit such form of notice, the Issuer may replace a notice as per sub-paragraph (a) or sub-paragraph (b) with a notice to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given on the fourth day after the day on which the said notice was given to the Clearing System.

§ 12

Applicable Law / Place of Jurisdiction / Enforcement

(1) *Applicable Law.* The Notes shall be governed by German law.

(2) *Place of Jurisdiction.* Non-exclusive place of jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes shall be Frankfurt am Main. Exclusive place of jurisdiction shall be Frankfurt am Main for all Proceedings arising from matters provided for in these Terms and Conditions for merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to the general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).

(3) *Enforcement.* Any Holder of Notes may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such Proceedings of the actual records or the Global Note representing the Notes.

For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under the Notes also in any other way which is permitted in the country in which the Proceedings are initiated.

The provisions of the following Terms and Conditions apply to the Notes as substantiated by the provisions of PART I of the Final Terms which are attached hereto. The provisions of PART I of the Final Terms and the Terms and Conditions, taken together, shall constitute the terms and conditions applicable to each particular Tranche of Notes (the "**Conditions**"). Copies of the Conditions may be obtained free of charge at the specified office of the Fiscal Agent and at the specified office of any Paying Agent provided that, in the case of the Notes which are not listed on any stock exchange, copies of the relevant Conditions will only be available to Holders of such Notes.

D. TERMS AND CONDITIONS OF SUBORDINATED NOTES

D1. Terms and Conditions of Fixed Rate Subordinated Notes

§ 1

Currency / Denomination / Form / Definitions

(1) *Currency, Denomination.* This Series of notes (the "**Notes**") of DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**") is being issued in the currency as specified in the Final Terms, and in the aggregate principal amount as specified in the Final Terms, and in the denomination as specified in the Final Terms (the "**Specified Denomination**" or the "**Principal Amount**").

(2) *Form.* The Notes are issued in bearer form and represented by one or more global notes (each a "**Global Note**").

(3) *The following sub-paragraph applies if the Final Terms specify that the Notes are represented by a Permanent Global Note.*

Permanent Global Note. The Notes are represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Permanent Global Note shall be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(4) *The following sub-paragraphs apply if the Final Terms specify that the Notes are initially represented by a Temporary Global Note.*

(a) *Temporary Global Note.* The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall each additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(b) *Exchange.* The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date (the "**Exchange Date**") 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that any beneficial owner of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this sub-paragraph (b). Any Notes delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined sub-paragraph (c)).

(c) *United States.* For purposes of sub-paragraph (b), "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(5) *Clearing System.* The Global Note will be kept in custody by or on behalf of a Clearing System. For these purposes and as specified in the Final Terms, "**Clearing System**" means:

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("**CBF**"); or

(b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg ("**CBL**"); and/or

(c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brussels, Kingdom of Belgium ("**Euroclear**").

CBL and Euroclear are each an international central securities depository ("**ICSD**" and together the "**ICSDs**").

*The following sub-paragraph applies if the Final Terms specify that the Notes are kept in custody on behalf of the ICSDs and the Global Note is a classical global note ("**CGN**").*

The Notes are issued in CGN form and are kept in custody by a common depository on behalf of both ICSDs.

(6) *Holder of Notes.* "**Holder**" is any holder of a proportionate co-ownership or other right in the Notes.

§ 2
Interest

The following sub-paragraph applies if the Final Terms specify that the Notes shall bear interest at a fixed rate throughout their entire term.

(1) *Rate of Interest/Interest Payment Dates.* Subject to § 4 sub-paragraph (1) (if the Final Terms specify the option of early redemption by the Issuer) or § 4 sub-paragraph (2) of these Terms and Conditions, the Notes will bear interest on the Specified Denomination from and including the interest commencement date as specified in the Final Terms (the "**Interest Commencement Date**") up to but excluding the Maturity Date pursuant to § 3 of these Terms and Conditions at the rate of interest per annum as specified in the Final Terms (the "**Rate of Interest**"). Interest will be payable in arrears on each date as specified in the Final Terms (the "**Interest Payment Date**") and on the Maturity Date. If broken interest amounts are payable on the Notes (short/long first/last coupon), such amounts will be specified in the Final Terms.

The following sub-paragraph applies if the Final Terms specify that the Notes shall bear interest at fixed rates that step up and/or step down over the term.

(2) *Rates of Interest/Interest Payment Dates.* Subject to § 4 sub-paragraph (1) (if the Final Terms specify the option of early redemption by the Issuer) or § 4 sub-paragraph (2) of these Terms and Conditions, the Notes will bear interest on the Specified Denomination from and including the interest commencement date as specified in the Final Terms (the "**Interest Commencement Date**") up to but excluding the Maturity Date pursuant to § 3 of these Terms and Conditions at the increasing and/or decreasing rates of interest per annum as specified in the Final Terms (the "**Rates of Interest**"). Interest will be payable in arrears on each date as specified in the Final Terms (the "**Interest Payment Date**") and on the Maturity Date. If broken interest amounts are payable on the Notes (short/long first/last coupon), such amounts will be specified in the Final Terms.

(3) *Business Day Convention.* If any Interest Payment Date would otherwise fall on a day which is not a Business Day in accordance with sub-paragraph (e), then:

- (a) if the Final Terms specify "**Modified Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Interest Payment Date shall be the immediately preceding Business Day; or
- (b) if the Final Terms specify "**FRN Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the period as specified in the Final Terms after the preceding applicable Interest Payment Date; or
- (c) if the Final Terms specify "**Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (d) if the Final Terms specify "**Preceding Business Day Convention**", such Interest Payment Date shall be the immediately preceding Business Day.

The following sub-paragraph applies if the Final Terms specify that interest shall be adjusted.

Adjustment of Interest. If the due date for payment is brought forward or postponed, the amount of interest shall be adjusted accordingly.

The following sub-paragraph applies if the Final Terms specify that interest shall not be adjusted.

No Adjustment of Interest. The Holder shall not be entitled to further interest or other payment in respect of any such postponement.

- (e) *Business Day.* For purposes of sub-paragraphs (a), (b), (c) or (d) and as specified in the Final Terms, "**Business Day**" means:
 - (i) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) settle payments; or
 - (ii) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

(4) *Accrual of Interest.* The Notes shall cease to bear interest from the expiry of the day preceding the day on which they are due for redemption. If the Issuer shall fail to redeem the Notes in full or in part on the Maturity Date pursuant to § 3 of these Terms and Conditions, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes from the

Maturity Date pursuant to § 3 of these Terms and Conditions until the expiry of the day preceding the day of the actual redemption of the Notes at the default rate of interest established by law²⁶.

(5) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less or more than a full year, such interest shall be calculated on the basis of the Day Count Fraction as defined in sub-paragraph (6) below and as specified in the Final Terms.

(6) *Day Count Fraction.* "**Day Count Fraction**" means, in respect of the calculation of the interest amount on any Note for any period of time (the "**Calculation Period**"):

- (a) if "**Actual/Actual (ICMA Rule 251)**" is specified in the Final Terms,
 - (aa) in the case that the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the "**Number of ICMA Determination Dates in one calendar year**" (as specified in the Final Terms); or
 - (ab) in the case that the Calculation Period is longer than the Determination Period (as defined below) during which the Calculation Period ends, the sum of
 - (i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year; and
 - (ii) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year.

"**Determination Period**" means the period from, and including, an "**ICMA Determination Date**" (as specified in the Final Terms) to, but excluding, the next ICMA Determination Date (including, where the Interest Commencement Date is not an ICMA Determination Date, the period commencing on the first ICMA Determination Date prior to the Interest Commencement Date, and where the final Interest Payment Date is not an ICMA Determination Date, the first ICMA Determination Date falling after the final Interest Payment Date); or

- (b) if "**Actual/365 (Fixed)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365; or
- (c) if "**Actual/365 (Sterling)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366; or
- (d) if "**Actual/360**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 360; or
- (e) if "**30/360, 360/360 or Bond Basis**" is specified in the Final Terms, the number of days in the Calculation 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 (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation 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 (B) the last day of the Calculation 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); or
- (f) if "**30E/360 or Eurobond Basis**" is specified in the Final Terms, the number of days in the Calculation Period divided by 360 (such 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 Calculation Period unless, in the case of the final Calculation Period, the Maturity Date 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).

§ 3 Redemption

Redemption at Final Maturity. Unless previously redeemed or repurchased and cancelled, the Issuer will redeem the Notes at par on the maturity date (the "**Maturity Date**") as specified in the Final Terms.

§ 4 Early Redemption

(1) *The following sub-paragraph applies if the Final Terms specify that the Notes are subject to Early Redemption at the option of the Issuer (Call Option):*

Early Redemption at the option of the Issuer (Call Option). The Issuer shall have the right upon giving notice in accordance with § 11 of these Terms and Conditions to terminate the Notes, in whole but not in part, subject to a "**Minimum Notice Period**" (as

²⁶ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 German Civil Code (Bürgerliches Gesetzbuch).

specified in the Final Terms), with effect to the "**Call Redemption Date(s)**" (as specified in the Final Terms) at their respective Early Redemption Amount pursuant to § 5 of these Terms and Conditions.

Such early termination of the Notes by the Issuer is only permitted after the lapse of five years and only with the prior approval of the competent regulatory authority.

(2) *Early Redemption upon the occurrence of a Regulatory Event.* The Notes may be early terminated, in whole but not in part, at the option of the Issuer and upon the prior approval of the competent regulatory authority, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 11 of these Terms and Conditions and may be redeemed, at their relevant Early Redemption Amount (as defined in § 5 of these Terms and Conditions) if the Issuer (i) may not fully account the Notes as Tier 2 supplementary capital for purposes of own funds endowment in accordance with the relevant provisions anymore or (ii) is subject to any other form of a less advantageous regulatory own funds treatment with respect to the Notes than as of the issue date of the Notes as specified in the Final Terms (the "**Issue Date**").

(3) *No Early Redemption at the Option of a Holder.* A Holder shall not be entitled to any termination of the Notes.

§ 5

Early Redemption Amount

Early Redemption Amount. In case of a termination pursuant to § 4 sub-paragraph (1) or § 4 sub-paragraph (2) of these Terms and Conditions, the redemption shall be made at an amount to be determined in accordance with the following provision (the "**Early Redemption Amount**"):

The Early Redemption Amount is the Principal Amount plus accrued interest, if any.

§ 6

Payments / Fiscal Agent / Paying Agent / Calculation Agent

(1) *Payments of Principal and/or Interest/Discharge.* Any amounts payable under these Terms and Conditions shall be paid by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders for subsequent transfer to the Holders. The Issuer will be discharged from its payment obligation to the Holders by payment to, or to the order of, the Clearing System.

(2) *The following sub-paragraph applies if the Final Terms specify, that interest is payable on a Temporary Global Note.*

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to sub-paragraph (3), by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders, upon due certification as provided in § 1 sub-paragraph (4) (b) of these Terms and Conditions, for subsequent transfer to the Holders.

(3) *Manner of Payment.*

(a) *The following sub-paragraph applies if the Notes are denominated in a currency other than Chinese Renminbi:*

Payments of amounts due on the Notes shall be made in the freely convertible currency as specified in the Final Terms which on the respective due date is the legal currency of the country of the specified currency. Notwithstanding the provisions of § 9 of these Terms and Conditions, payments of amounts due on the Notes will be subject in all cases to (i) any fiscal and other laws and regulations applicable thereto in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (commonly known as FATCA), any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

(b) *The following sub-paragraph applies if the Notes are denominated in Chinese Renminbi:*

Payments of amounts due on the Notes shall be made in Chinese Renminbi, solely by transfer to an account maintained by the Clearing System with a bank outside the People's Republic of China. Notwithstanding the provisions of § 9 of these Terms and Conditions, payments of amounts due on the Notes will be subject in all cases to (i) any fiscal and other laws and regulations applicable thereto in the place of payment, and subject to the below sub-paragraph and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (commonly known as FATCA), any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

If the Issuer determines that the amount payable on the respective Payment Date is not available to it in Chinese Renminbi for reasons beyond its control or that Chinese Renminbi or any successor currency to it provided for by law is not permitted to be used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in US dollar on, or as soon as reasonably practicable after, the respective Payment Date on the basis of the Applicable Exchange Rate (as defined below). Holders shall not be entitled to further interest or any other payment as a result thereof. The "**Applicable Exchange Rate**" shall be the Spot Rate (as defined below) on the second Determination Business Day (as defined below) prior to such payment (hereinafter referred to as "**Determination Date**") or, if such rate is not available on the Determination Date, the Spot Rate most recently available prior to such Determination Date, as determined by the calculation agent as specified in the Final Terms (the "**Calculation Agent**").

"Spot Rate" means the most recently available US dollar/Chinese Renminbi official fixing rate with a two-days value date as reported by The State Administration of Foreign Exchange of the People's Republic of China and determined by the Calculation Agent at or around 11:00 a.m. (Hong Kong time) on the Determination Date by reference to Reuters Screen Page CNY=SAEC (or on any other substitute page of Reuters or of any other determined information provider or successor). If such official fixing rate is not available, the Calculation Agent will determine the Spot Rate at or around 11:00 a.m. (Hong Kong time) on the Determination Date by reference to Reuters Screen Page TRADCNY3/ column USD/CNH (or on any other substitute page of Reuters or of any other determined information provider or successor) based on the arithmetic mean of the bid and offer US dollar/Chinese Renminbi spot exchange rate in the over-the-counter Chinese Renminbi exchange market in Hong Kong with a two-days value date.

"Determination Business Day" means any day (other than a Saturday or a Sunday) on which the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) and commercial banks and foreign exchange markets in Hong Kong and New York are open for general business and settle payments.

(4) *Payment Date.* If the date for payment of any amount in respect of any Note is not a Payment Date then the Holder shall not be entitled to payment until the next such day in the relevant place of business and shall not be entitled to further interest or other payment in respect of such delay. For these purposes and as specified in the Final Terms, **"Payment Date"** means

- (a) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) settle payments; or
- (b) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

(5) *Deposit of Principal and/or Interest.* The Issuer may deposit with the Local Court (*Amtsgericht*) in Frankfurt am Main principal and/or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

(6) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent and/or any Paying Agent and/or the Calculation Agent (as specified in the Final Terms) and to appoint another Fiscal Agent and/or additional or other Paying Agents and/or another Calculation Agent. The Issuer shall at all times maintain a Fiscal Agent and/or a Paying Agent (which may be the Fiscal Agent) and/or a Calculation Agent (which may be the Fiscal Agent). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 11 of these Terms and Conditions.

(7) *Agents of the Issuer.* The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in such capacity are acting solely as agents of the Issuer and no relationship of agency or trust exists between the Fiscal Agent and/or the Paying Agent and/or the Calculation Agent and the Holders of the Notes. The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in making, omitting or accepting declarations, in acting or failing to act shall only be liable in so far as they have violated the due care of a proper merchant (*Sorgfalt eines ordentlichen Kaufmanns*).

§ 7 Presentation Period

Presentation Period. The presentation period for Notes due provided in § 801 sub-paragraph 1, sentence 1 German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years. The period for prescription for Notes presented for payment during the presentation period shall be two years beginning at the end of the relevant presentation period.

§ 8 Status / Payment Claim / Exclusion of Set-Off / No Security / No Guarantee / No limitation of subordination

- (1) *Status.* The Notes constitute unsecured and subordinated obligations of the Issuer ranking
 - (a) *pari passu* among themselves and *pari passu* with all other subordinated obligations of the Issuer;
 - (b) *senior* to (i) Additional Tier 1 capital instruments and (ii) Common Equity Tier 1 capital instruments;
 - (c) *subordinated* to obligations of the Issuer preferred by applicable law, including unsecured and senior debt instruments of the Issuer.
- (2) *Payment Claim.* Subject to applicable law, in the event of the resolution, liquidation or insolvency of the Issuer, the obligations under the Notes will be fully subordinated to the claims of third party creditors of the Issuer under the present and future obligations preferred by applicable law, so that in any such event payments on the Notes will not be made until the claims of third party creditors of the Issuer under the present and future obligations preferred by applicable law shall have been satisfied in full. Considering this subordination provision the Issuer is free to meet its obligations under the Notes also out of other free assets.
- (3) *Exclusion of Set-Off.* Claims arising from the Notes may not be set off against any claims of the Issuer.
- (4) *No security/No Guarantee.* The Notes are neither secured, nor subject to a guarantee from the Issuer or third parties that enhances the seniority of the claims of the Holders of the Notes.

(5) *No limitation of subordination.* No subsequent agreement may limit the subordination pursuant to the preceding subparagraphs (1) to (4) or amend the Maturity Date in respect of the Notes to any earlier date or shorten any applicable notice period (*Kündigungsfrist*). If the Notes are redeemed early otherwise than in the circumstances described in the preceding subparagraphs (1) to (4) or as a result of an early redemption according to § 4 of these Terms and Conditions or repurchased by the Issuer, then the amounts redeemed or paid must be returned to the Issuer irrespective of any agreement to the contrary unless the competent regulatory authority has consented to such redemption or repurchase. Any redemption or termination of the Notes in accordance with § 4 of these Terms and Conditions or any repurchase of the Notes prior to maturity is in either case only permitted with the prior consent of the competent regulatory authority.

§ 9 Taxation

Withholding Tax. All amounts of principal and/or interest payable in respect of the Notes shall be paid without withholding or deduction for or on account of any present or future taxes, duties or governmental charges of whatever nature imposed or levied by way of withholding or deduction at source (*Quellensteuer*) by or in or for the account of the Federal Republic of Germany or by or for the account of any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

§ 10 Issue of further Notes / Purchase / Cancellation

(1) *Issue of further Notes.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date and/or issue price) so as to form a single Series with the Notes and increase the aggregate principal amount of such Series.

(2) *Purchase.* The Issuer may, upon the prior approval of the competent regulatory authority, at any time purchase Notes in any market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.

(3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 11 Notices

(1) *Publication in the Federal Republic of Germany.* All notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*). Any notice so given will be deemed to have been validly given on the date of such publication.

(2) *The following sub-paragraphs apply if the Final Terms specify that the Notes are admitted to trading on the Regulated Market "Bourse de Luxembourg" of the Luxembourg Stock Exchange and are listed on the Official List of the Luxembourg Stock Exchange and/or on any other or further stock exchange.*

(a) *Publication in a Daily Newspaper.* In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published in a leading daily newspaper (as specified in the Final Terms) having general circulation in the state in which the stock exchange has its registered office (as specified in the Final Terms). Any notice so given will be deemed to have been validly given on the date of such publication.

(b) *Publication on the Website.* In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published on the website (as specified in the Final Terms) of the stock exchange as specified in the Final Terms. Any notice so given will be deemed to have been validly given on the date of such publication.

§ 12 Applicable Law / Place of Jurisdiction / Enforcement

(1) *Applicable Law.* The Notes shall be governed by German law.

(2) *Place of Jurisdiction.* Non-exclusive place of jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes shall be Frankfurt am Main. Exclusive place of jurisdiction shall be Frankfurt am Main for all Proceedings arising from matters provided for in these Terms and Conditions for merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to the general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).

(3) *Enforcement.* Any Holder of Notes may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such Proceedings of the actual records or the Global Note representing the Notes.

For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under the Notes also in any other way which is permitted in the country in which the Proceedings are initiated.

D2. Terms and Conditions of Floating Rate Subordinated Notes

§ 1

Currency / Denomination / Form / Definitions

(1) *Currency, Denomination.* This Series of notes (the "**Notes**") of DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**") is being issued in the currency as specified in the Final Terms, and in the aggregate principal amount as specified in the Final Terms, and in the denomination as specified in the Final Terms (the "**Specified Denomination**" or the "**Principal Amount**").

(2) *Form.* The Notes are issued in bearer form and represented by one or more global notes (each a "**Global Note**").

(3) *The following sub-paragraph applies if the Final Terms specify that the Notes are represented by a Permanent Global Note.*

Permanent Global Note. The Notes are represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Permanent Global Note shall be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(4) *The following sub-paragraphs apply if the Final Terms specify that the Notes are initially represented by a Temporary Global Note.*

(a) *Temporary Global Note.* The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall each additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(b) *Exchange.* The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date (the "**Exchange Date**") 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that any beneficial owner of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this sub-paragraph (b). Any Notes delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined sub-paragraph (c)).

(c) *United States.* For purposes of sub-paragraph (b), "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(5) *Clearing System.* The Global Note will be kept in custody by or on behalf of a Clearing System. For these purposes and as specified in the Final Terms, "**Clearing System**" means

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("**CBF**"); or

(b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg ("**CBL**"); and/or

(c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brussels, Kingdom of Belgium ("**Euroclear**").

CBL and Euroclear are each an international central securities depository ("**ICSD**" and together the "**ICSDs**").

*The following sub-paragraph applies if the Final Terms specify that the Notes are kept in custody on behalf of the ICSDs and the Global Note is a classical global note ("**CGN**").*

The Notes are issued in CGN form and are kept in custody by a common depository on behalf of both ICSDs.

(6) *Holder of Notes.* "**Holder**" is any holder of a proportionate co-ownership or other right in the Notes.

§ 2

Interest

(1) *Floating Rate of Interest/Interest Payment Dates.* Subject to § 4 sub-paragraph (1) (if the Final Terms specify the option of early redemption by the Issuer) or § 4 sub-paragraph (2) of these Terms and Conditions, the Notes will bear interest on the Specified Denomination from and including the interest commencement date as specified in the Final Terms (the "**Interest Commencement Date**") up to but excluding the Maturity Date pursuant to § 3 of these Terms and Conditions at the floating rate of interest as specified in the Final Terms (the "**Floating Rate of Interest**"). The Floating Rate of Interest will be determined by the calculation agent as specified in the Final Terms (the "**Calculation Agent**") pursuant to the following provisions. Interest will be payable in arrears on the dates as specified in the Final Terms (the "**Interest Payment Dates**").

(2) *Business Day Convention.* If any Interest Payment Date would otherwise fall on a day which is not a Business Day in accordance with sub-paragraph (e), then,

- (a) if the Final Terms specify "**Modified Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Interest Payment Date shall be the immediately preceding Business Day; or
- (b) if the Final Terms specify "**FRN Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the period as specified in the Final Terms after the preceding applicable Interest Payment Date; or
- (c) if the Final Terms specify "**Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (d) if the Final Terms specify "**Preceding Business Day Convention**", such Interest Payment Date shall be the immediately preceding Business Day.

The following sub-paragraph applies if the Final Terms specify that interest shall be adjusted.

Adjustment of Interest. If the due date for payment is brought forward or postponed, the amount of interest shall be adjusted accordingly.

The following sub-paragraph applies if the Final Terms specify that interest shall not be adjusted.

No Adjustment of Interest. The Holder shall not be entitled to further interest or other payment in respect of any such postponement.

- (e) *Business Day.* For purposes of sub-paragraphs (a), (b), (c) or (d) and as specified in the Final Terms, "**Business Day**" means
 - (i) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) settle payments; or
 - (ii) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

(3) *Interest Period.* The period between the Interest Commencement Date (including) and the last day (including) preceding the first Interest Payment Date and the period from each Interest Payment Date (including) to the last day (including) preceding the following Interest Payment Date and for the last time the last day (including) preceding the Maturity Date hereinafter referred to as "**Interest Period**" as specified in the Final Terms.

(4) *Reference Rate of Interest.*

- (a) *The following sub-paragraphs apply if the Final Terms specify **EURIBOR (Euro Interbank Offered Rate)** as the reference rate of interest:*
 - (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the EURIBOR rate for euro-deposits (as specified in the Final Terms) for the relevant Interest Period as determined in accordance with sub-paragraphs (ii), (iii), (iv) or (v) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable (as specified in the Final Terms).

The following sub-paragraph applies if the Final Terms specify a Minimum Rate of Interest:

Minimum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is lower than the Minimum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Minimum Rate of Interest as specified in the Final Terms.

The following sub-paragraph applies if the Final Terms specify a Maximum Rate of Interest:

Maximum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is higher than the Maximum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Maximum Rate of Interest as specified in the Final Terms.

- (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the EURIBOR rate for euro deposits for the relevant Interest Period quoted by the member banks of the EURIBOR panel which appears on Reuters page EURIBOR01 (or on any other substitute page of Reuters or of any other determined information provider or successor) at about 11:00 a.m. (Brussels time), multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.

- (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such EURIBOR rate appears at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request four selected major banks in the Euro-Zone interbank market to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for euro-deposits to prime banks in the Euro-Zone interbank market for the relevant Interest Period and in an amount that is representative for a single transaction on the respective Interest Determination Date at about 11:00 a.m. (Brussels time) on the respective Interest Determination Date. "**Euro-Zone**" means the region comprised of those Member States of the European Union that have adopted the euro in accordance with the Treaty establishing the European Community, as amended. If two or more of the four selected major banks in the Euro-Zone interbank market provide the Calculation Agent with such offered quotations, the Floating Rate of Interest for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest 1/1,000 per cent, with 0.0005 being rounded upwards) of such offered quotations multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.
- (iv) If on the respective Interest Determination Date only one or none of the four selected major banks in the Euro-Zone interbank market provides the Calculation Agent with such offered quotations as provided for in the preceding sub-paragraph (iii), the Floating Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest 1/1,000 per cent, with 0.0005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the Euro-Zone interbank market, selected by the Calculation Agent with reasonable care, at which they offer at about 11:00 a.m. (Brussels time) on the respective Interest Determination Date euro-denominated loans for the relevant Interest Period to leading European banks and in an amount that is representative for a single transaction on the respective Interest Determination Date, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (v) If on any Interest Determination Date the EURIBOR rate cannot be determined in accordance with sub-paragraphs (ii), (iii) or (iv) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The EURIBOR rate relevant for the calculation of the applicable Floating Rate of Interest will be the last published EURIBOR rate for euro deposits for the relevant Interest Period, determined by the Calculation Agent which appears on Reuters page EURIBOR01 (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (vi) If the EURIBOR rate for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest is available which either is officially announced as successor to the EURIBOR rate or, failing that, in the opinion of the Issuer, comes as close as possible to the composition of the existing EURIBOR rate, the existing EURIBOR rate will be replaced for the remaining term to maturity of the Notes by such substitute reference rate of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rate of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rate of interest as well as the administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 11 of these Terms and Conditions.

Business Day in the meaning of this sub-paragraph (a) means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) settles payments.

- (b) *The following sub-paragraphs apply if the Final Terms specify **LIBOR (London Interbank Offered Rate)** as the reference rate of interest:*
 - (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the LIBOR rate for deposits in the specified currency (as specified in the Final Terms) for the relevant Interest Period as determined in accordance with sub-paragraphs (ii), (iii), (iv) or (v) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable, (as specified in the Final Terms).

The following sub-paragraph applies if the Final Terms specify a Minimum Rate of Interest:

Minimum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is lower than the Minimum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Minimum Rate of Interest as specified in the Final Terms.

The following sub-paragraph applies if the Final Terms specify a Maximum Rate of Interest:

Maximum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is higher than the Maximum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Maximum Rate of Interest as specified in the Final Terms.

- (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the LIBOR rate for deposits in the specified currency for the relevant Interest Period which appears on Reuters page LIBOR01 or LIBOR02 (or on any other substitute page of Reuters or

of any other determined information provider or successor) at about 11:00 a.m. (London time), multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.

- (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such LIBOR rate appears at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request four selected major banks in the London interbank market to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for deposits in the specified currency (as specified in the Final Terms) to prime banks in the London interbank market for the relevant Interest Period and in an amount that is representative for a single transaction on the respective Interest Determination Date at about 11:00 a.m. (London time) on the respective Interest Determination Date. If two or more of the four selected major banks in the London interbank market provide the Calculation Agent with such offered quotations, the Floating Rate of Interest for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of such offered quotations multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.
- (iv) If on the respective Interest Determination Date only one or none of the four selected major banks in the London interbank market provides the Calculation Agent with such offered quotations as provided for in the preceding sub-paragraph (iii), the Floating Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the London interbank market, selected by the Calculation Agent with reasonable care, at which they offer at about 11:00 a.m. (London time) on the respective Interest Determination Date loans denominated in the specified currency (as specified in the Final Terms) for the relevant Interest Period to leading European banks and in an amount that is representative for a single transaction on the respective Interest Determination Date, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (v) If on any Interest Determination Date the LIBOR rate cannot be determined in accordance with sub-paragraphs (ii), (iii) or (iv) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The LIBOR rate relevant for the calculation of the applicable Floating Rate of Interest will be the last published LIBOR rate for deposits in the specified currency for the relevant Interest Period, determined by the Calculation Agent which appears on Reuters page LIBOR01 or LIBOR02 (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (vi) If the LIBOR rate for deposits in the specified currency for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest is available which either is officially announced as successor to the LIBOR rate or, failing that, in the opinion of the Issuer, comes as close as possible to the composition of the existing LIBOR rate, the existing LIBOR rate will be replaced for the remaining term to maturity of the Notes by such substitute reference rate of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rate of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rate of interest as well as the administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 11 of these Terms and Conditions.

Business Day in the meaning of this sub-paragraph (b) means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (including dealing in foreign exchange and foreign currency) in London and in the principal financial centre of the country of the relevant currency (as specified in the Final Terms).

- (c) *The following sub-paragraphs apply if the Final Terms specify a **CMS (Constant Maturity Swap) rate** as the reference rate of interest:*
 - (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the Year Swap Rate for the specified currency (as specified in the Final Terms) (the relevant middle swap rate against the respective reference rate of interest as specified in the Final Terms) (the "**Swap Rate**") (as specified in the Final Terms) as determined in accordance with sub-paragraphs (ii), (iii) or (iv) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable, (as specified in the Final Terms).

The following sub-paragraph applies if the Final Terms specify a Minimum Rate of Interest:

Minimum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is lower than the Minimum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Minimum Rate of Interest as specified in the Final Terms.

The following sub-paragraph applies if the Final Terms specify a Maximum Rate of Interest:

Maximum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is higher than the Maximum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Maximum Rate of Interest as specified in the Final Terms.

- (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the Swap Rate which appears on the Reuters page as specified in the Final Terms (or on any other substitute page of Reuters or of any other determined information provider or successor) at the time specified in the Final Terms, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such Swap Rate appears at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request five leading swap dealers in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for the relevant mid-market annual swap rate to a recognised swap dealer in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) for the relevant Interest Period and in an amount that is representative for a single swap transaction in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) on the respective Interest Determination Date at the time specified in the Final Terms on the respective Interest Determination Date. "**Euro-Zone**" means the region comprised of those Member States of the European Union that have adopted the euro in accordance with the Treaty establishing the European Community, as amended. If at least three of the five requested leading swap dealers in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) provide the Calculation Agent with such offered quotations, the Floating Rate of Interest for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of such offered quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest) multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.
- (iv) If on any Interest Determination Date the Swap Rate cannot be determined in accordance with sub-paragraphs (ii) or (iii) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The Swap Rate relevant for the calculation of the applicable Floating Rate of Interest will be the last published Swap Rate for the relevant Interest Period, determined by the Calculation Agent which appears on the Reuters page as specified in the Final Terms (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (v) If the Swap Rate for the relevant Interest Period ceases to exist and a suitable substitute reference rate of interest is available which either is officially announced as successor to the Swap Rate or, failing that, in the opinion of the Issuer, comes as close as possible to the composition of the existing Swap Rate, the existing Swap Rate will be replaced for the remaining term to maturity of the Notes by such substitute reference rate of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rate of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rate of interest as well as the administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 11 of these Terms and Conditions.

If the Notes are denominated in euro, Business Day in the meaning of this sub-paragraph (c) means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) settles payments. If the Notes are denominated in a currency other than euro, Business Day in the meaning of this sub-paragraph (c) means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (including dealing in foreign exchange and foreign currency) in the principal financial centre of the country of the relevant currency (as specified in the Final Terms).

- (d) *The following sub-paragraphs apply if the Final Terms specify a **difference between two CMS (Constant Maturity Swap) rates** as the reference rate of interest:*
- (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the difference (expressed as a percentage rate per annum) between the two Year Swap Rates for the specified currency (as specified in the Final Terms) (the relevant middle swap rate against the respective reference rate of interest as specified in the Final Terms) (the "**Swap Rates**") (as specified in the Final Terms) as determined in accordance with sub-paragraphs (ii), (iii) or (iv) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable, (as specified in the Final Terms).

*The following sub-paragraph applies if the Final Terms specify a **Minimum Rate of Interest**:*

Minimum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the provisions of this sub-paragraph (d) is lower than the Minimum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Minimum Rate of Interest as specified in the Final Terms.

*The following sub-paragraph applies if the Final Terms specify a **Maximum Rate of Interest**:*

Maximum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the provisions of this sub-paragraph (d) is higher than the Maximum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Maximum Rate of Interest as specified in the Final Terms.

- (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the Swap Rates which appear on the Reuters page as specified in the Final Terms (or on any other substitute page of Reuters or of any other determined information provider or successor) at the time specified in the Final Terms, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such Swap Rates appear at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request five leading swap dealers in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for the relevant mid-market annual swap rates to a recognised swap dealer in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) for the relevant Interest Period and in an amount that is representative for a single swap transaction in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) on the respective Interest Determination Date at the time specified in the Final Terms on the respective Interest Determination Date. "**Euro-Zone**" means the region comprised of those Member States of the European Union that have adopted the euro in accordance with the Treaty establishing the European Community, as amended. If at least three of the five requested leading swap dealers in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) provide the Calculation Agent with such offered quotations, the Swap Rates for the relevant Interest Period shall be the relevant arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of such offered quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest) multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.
- (iv) If on any Interest Determination Date the Swap Rates cannot be determined in accordance with sub-paragraphs (ii) or (iii) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The Swap Rates relevant for the calculation of the applicable Floating Rate of Interest will be the last published Swap Rates for the relevant Interest Period, determined by the Calculation Agent which appear on the Reuters page as specified in the Final Terms (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (v) If the Swap Rates for the relevant Interest Period cease to exist and suitable substitute reference rates of interest are available which either are officially announced as successors to the Swap Rates or, failing that, in the opinion of the Issuer, come as close as possible to the composition of the existing Swap Rates, the existing Swap Rates will be replaced for the remaining term to maturity of the Notes by such substitute reference rates of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rates of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rates of interest as well as the administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 11 of these Terms and Conditions.

If the Notes are denominated in euro, Business Day in the meaning of this sub-paragraph (d) means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) settles payments. If the Notes are denominated in a currency other than euro, Business Day in the meaning of this sub-paragraph (d) means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (including dealing in foreign exchange and foreign currency) in the principal financial centre of the country of the relevant currency (as specified in the Final Terms).

(5) *Interest Amount.* The Calculation Agent will calculate on each Interest Determination Date the interest amount payable on the aggregate principal amount of the Notes (as specified in the Final Terms) and/or on the Specified Denomination of the Notes (as specified in the Final Terms) (the "**Interest Amount**") for the respective Interest Period by applying the Floating Rate of Interest for the respective Interest Period to the aggregate principal amount of the Notes and/or to the Specified Denomination of the Notes, multiplying the product by the Day Count Fraction (as defined in sub-paragraph (6) below and as specified in the Final Terms), and rounding the resultant figure to the nearest sub-unit of the relevant currency, half of any such sub-unit being rounded upwards.

(6) *Day Count Fraction.* "**Day Count Fraction**" means, in respect of the calculation of the interest amount on any Note for any period of time (the "**Calculation Period**"):

(a) if "**Actual/Actual (ICMA Rule 251)**" is specified in the Final Terms,

(aa) in the case that the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of

(x) the number of days in such Determination Period and (y) the "**Number of ICMA Determination Dates in one calendar year**" (as specified in the Final Terms); or

(ab) in the case that the Calculation Period is longer than the Determination Period (as defined below) during which the Calculation Period ends, the sum of

(i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year; and

(ii) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year.

"**Determination Period**" means the period from, and including, an "**ICMA Determination Date**" (as specified in the Final Terms) to, but excluding, the next ICMA Determination Date (including, where the Interest Commencement Date is not an ICMA Determination Date, the period commencing on the first ICMA Determination Date prior to the Interest Commencement Date, and where the final Interest Payment Date is not an ICMA Determination Date, the first ICMA Determination Date falling after the final Interest Payment Date); or

(b) if "**Actual/365 (Fixed)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365; or

(c) if "**Actual/365 (Sterling)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366; or

(d) if "**Actual/360**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 360; or

(e) if "**30/360, 360/360 or Bond Basis**" is specified in the Final Terms, the number of days in the Calculation 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 (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation 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 (B) the last day of the Calculation 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); or

(f) if "**30E/360 or Eurobond Basis**" is specified in the Final Terms, the number of days in the Calculation Period divided by 360 (such 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 Calculation Period unless, in the case of the final Calculation Period, the Maturity Date 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).

(7) *Publication of Floating Rate of Interest, Interest Amount and Interest Payment Date.* The Calculation Agent shall arrange for the immediate publication in accordance with § 11 of these Terms and Conditions of the respective Floating Rate of Interest determined for the respective Interest Period, the interest amount payable on the aggregate principal amount of the Notes and/or on the Specified Denomination of the Notes and the Interest Payment Date. In the event of an extension or shortening of the Interest Period, the interest amount payable and the Interest Payment Date may subsequently be corrected, or appropriate alternative arrangements may be made by way of adjustment by the Calculation Agent without a publication being necessary with regard thereto. In all other respects, the determination of the relevant Floating Rates of Interest and the interest amounts payable in each instance, when made in accordance with the preceding sub-paragraphs (1) to (6), shall be binding upon all parties. The Holders do not have any claims against the Calculation Agent regarding the way of handling or not handling its rights, duties and discretionary decisions resulting out of this sub-paragraph (7).

(8) *Accrual of Interest.* The Notes shall cease to bear interest from the expiry of the day preceding the day on which they are due for redemption. If the Issuer shall fail to redeem the Notes in full or in part on the Maturity Date pursuant to § 3 of these Terms and Conditions, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes from the Maturity Date pursuant to § 3 of these Terms and Conditions until the expiry of the day preceding the day of the actual redemption of the Notes at the default rate of interest established by law²⁷.

§ 3 Redemption

Redemption at Final Maturity. Unless previously redeemed or repurchased and cancelled, the Issuer will redeem the Notes at par on the maturity date (the "**Maturity Date**") as specified in the Final Terms.

§ 4 Early Redemption

(1) *The following sub-paragraph applies if the Final Terms specify that the Notes are subject to Early Redemption at the option of the Issuer (Call Option):*

²⁷ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 German Civil Code (Bürgerliches Gesetzbuch).

Early Redemption at the option of the Issuer (Call Option). The Issuer shall have the right upon giving notice in accordance with § 11 of these Terms and Conditions to terminate the Notes, in whole but not in part, subject to a **"Minimum Notice Period"** (as specified in the Final Terms), with effect to the **"Call Redemption Date(s)"** (as specified in the Final Terms) at their respective Early Redemption Amount pursuant to § 5 of these Terms and Conditions.

Such early termination of the Notes by the Issuer is only permitted after the lapse of five years and only with the prior approval of the competent regulatory authority.

(2) *Early Redemption upon the occurrence of a Regulatory Event.* The Notes may be early terminated, in whole but not in part, at the option of the Issuer and upon the prior approval of the competent regulatory authority, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 11 of these Terms and Conditions and may be redeemed, at their relevant Early Redemption Amount (as defined in § 5 of these Terms and Conditions) if the Issuer (i) may not fully account the Notes as Tier 2 supplementary capital for purposes of own funds endowment in accordance with the relevant provisions anymore or (ii) is subject to any other form of a less advantageous regulatory own funds treatment with respect to the Notes than as of the issue date of the Notes as specified in the Final Terms (the **"Issue Date"**).

(3) *No Early Redemption at the Option of a Holder.* A Holder shall not be entitled to any termination of the Notes.

§ 5

Early Redemption Amount

Early Redemption Amount. In case of a termination pursuant to § 4 sub-paragraph (1) or § 4 sub-paragraph (2) of these Terms and Conditions, the redemption shall be made at an amount to be determined in accordance with the following provision (the **"Early Redemption Amount"**):

The Early Redemption Amount is the Principal Amount plus accrued interest, if any.

§ 6

Payments / Fiscal Agent / Paying Agent / Calculation Agent

(1) *Payments of Principal and/or Interest/Discharge.* Any amounts payable under these Terms and Conditions shall be paid by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders for subsequent transfer to the Holders. The Issuer will be discharged from its payment obligation to the Holders by payment to, or to the order of, the Clearing System.

(2) *The following sub-paragraph applies if the Final Terms specify, that interest is payable on a Temporary Global Note.*

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to sub-paragraph (3), by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders, upon due certification as provided in § 1 sub-paragraph (4) (b) of these Terms and Conditions, for subsequent transfer to the Holders.

(3) *Manner of Payment.* Payments of amounts due on the Notes shall be made in the freely convertible currency as specified in the Final Terms which on the respective due date is the legal currency of the country of the specified currency. Notwithstanding the provisions of § 9 of these Terms and Conditions, payments of amounts due on the Notes will be subject in all cases to (i) any fiscal and other laws and regulations applicable thereto in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (commonly known as FATCA), any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

(4) *Payment Date.* If the Maturity Date in respect of any Note is not a Payment Date then the Holder shall not be entitled to payment until the next such day in the relevant place of business and shall not be entitled to further interest or other payment in respect of such delay. For these purposes and as specified in the Final Terms, **"Payment Date"** means

- (a) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) settle payments; or
- (b) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

(5) *Deposit of Principal and/or Interest.* The Issuer may deposit with the Local Court (*Amtsgericht*) in Frankfurt am Main principal and/or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

(6) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent and/or any Paying Agent and/or the Calculation Agent (as specified in the Final Terms) and to appoint another Fiscal Agent and/or additional or other Paying Agents and/or another Calculation Agent. The Issuer shall at all times maintain a Fiscal Agent and/or a Paying Agent (which may be the Fiscal Agent) and/or a Calculation Agent (which may be the Fiscal Agent). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 11 of these Terms and Conditions.

(7) *Agents of the Issuer.* The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in such capacity are acting solely as agents of the Issuer and no relationship of agency or trust exists between the Fiscal Agent and/or the Paying Agent and/or the Calculation Agent and the Holders of the Notes. The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in making, omitting or accepting declarations, in acting or failing to act shall only be liable in so far as they have violated the due care of a proper merchant (*Sorgfalt eines ordentlichen Kaufmanns*).

§ 7 Presentation Period

Presentation Period. The presentation period for Notes due provided in § 801 sub-paragraph 1, sentence 1 German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years. The period for prescription for Notes presented for payment during the presentation period shall be two years beginning at the end of the relevant presentation period.

§ 8 Status / Payment Claim / Exclusion of Set-Off / No Security / No Guarantee / No limitation of subordination

- (1) *Status.* The Notes constitute unsecured and subordinated obligations of the Issuer ranking
- (a) *pari passu* among themselves and *pari passu* with all other subordinated obligations of the Issuer;
 - (b) *senior* to (i) Additional Tier 1 capital instruments and (ii) Common Equity Tier 1 capital instruments;
 - (c) *subordinated* to obligations of the Issuer preferred by applicable law, including unsecured and senior debt instruments of the Issuer.
- (2) *Payment Claim.* Subject to applicable law, in the event of the resolution, liquidation or insolvency of the Issuer, the obligations under the Notes will be fully subordinated to the claims of third party creditors of the Issuer under the present and future obligations preferred by applicable law, so that in any such event payments on the Notes will not be made until the claims of third party creditors of the Issuer under the present and future obligations preferred by applicable law shall have been satisfied in full. Considering this subordination provision the Issuer is free to meet its obligations under the Notes also out of other free assets.
- (3) *Exclusion of Set-Off.* Claims arising from the Notes may not be set off against any claims of the Issuer.
- (4) *No security/No Guarantee.* The Notes are neither secured, nor subject to a guarantee from the Issuer or third parties that enhances the seniority of the claims of the Holders of the Notes.
- (5) *No limitation of subordination.* No subsequent agreement may limit the subordination pursuant to the preceding subparagraphs (1) to (4) or amend the Maturity Date in respect of the Notes to any earlier date or shorten any applicable notice period (*Kündigungsfrist*). If the Notes are redeemed early otherwise than in the circumstances described in the preceding subparagraphs (1) to (4) or as a result of an early redemption according to § 4 of these Terms and Conditions or repurchased by the Issuer, then the amounts redeemed or paid must be returned to the Issuer irrespective of any agreement to the contrary unless the competent regulatory authority has consented to such redemption or repurchase. Any redemption or termination of the Notes in accordance with § 4 of these Terms and Conditions or any repurchase of the Notes prior to maturity is in either case only permitted with the prior consent of the competent regulatory authority.

§ 9 Taxation

Withholding Tax. All amounts of principal and/or interest payable in respect of the Notes shall be paid without withholding or deduction for or on account of any present or future taxes, duties or governmental charges of whatever nature imposed or levied by way of withholding or deduction at source (*Quellensteuer*) by or in or for the account of the Federal Republic of Germany or by or for the account of any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

§ 10 Issue of further Notes / Purchase / Cancellation

- (1) *Issue of further Notes.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date and/or issue price) so as to form a single Series with the Notes and increase the aggregate principal amount of such Series.
- (2) *Purchase.* The Issuer may, upon the prior approval of the competent regulatory authority, at any time purchase Notes in any market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.
- (3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 11
Notices

- (1) *Publication in the Federal Republic of Germany.* All notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*). Any notice so given will be deemed to have been validly given on the date of such publication.
- (2) *The following sub-paragraphs apply if the Final Terms specify that the Notes are admitted to trading on the Regulated Market "Bourse de Luxembourg" of the Luxembourg Stock Exchange and are listed on the Official List of the Luxembourg Stock Exchange and/or on any other or further stock exchange.*
- (a) *Publication in a Daily Newspaper.* In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published in a leading daily newspaper (as specified in the Final Terms) having general circulation in the state in which the stock exchange has its registered office (as specified in the Final Terms). Any notice so given will be deemed to have been validly given on the date of such publication.
- (b) *Publication on the Website.* In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published on the website (as specified in the Final Terms) of the stock exchange as specified in the Final Terms. Any notice so given will be deemed to have been validly given on the date of such publication.
- (c) *Publication through the Clearing System.* In addition to publication set forth in sub-paragraph (1), and as long as this concerns notices with respect to the Floating Rate of Interest and the rules of the stock exchange as specified in the Final Terms permit such form of notice, the Issuer may replace a notice as per sub-paragraph (a) or sub-paragraph (b) with a notice to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given on the fourth day after the day on which the said notice was given to the Clearing System.

§ 12
Applicable Law / Place of Jurisdiction / Enforcement

- (1) *Applicable Law.* The Notes shall be governed by German law.
- (2) *Place of Jurisdiction.* Non-exclusive place of jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes shall be Frankfurt am Main. Exclusive place of jurisdiction shall be Frankfurt am Main for all Proceedings arising from matters provided for in these Terms and Conditions for merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to the general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).
- (3) *Enforcement.* Any Holder of Notes may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such Proceedings of the actual records or the Global Note representing the Notes.

For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under the Notes also in any other way which is permitted in the country in which the Proceedings are initiated.

D3. Terms and Conditions of Fixed to Floating Rate Subordinated Notes

§ 1

Currency / Denomination / Form / Definitions

(1) *Currency, Denomination.* This Series of notes (the "**Notes**") of DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**") is being issued in the currency as specified in the Final Terms, and in the aggregate principal amount as specified in the Final Terms, and in the denomination as specified in the Final Terms (the "**Specified Denomination**" or the "**Principal Amount**").

(2) *Form.* The Notes are issued in bearer form and represented by one or more global notes (each a "**Global Note**").

(3) *The following sub-paragraph applies if the Final Terms specify that the Notes are represented by a Permanent Global Note.*

Permanent Global Note. The Notes are represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Permanent Global Note shall be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(4) *The following sub-paragraphs apply if the Final Terms specify that the Notes are initially represented by a Temporary Global Note.*

(a) *Temporary Global Note.* The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed manually by two authorised signatories of the Issuer and, if the Issuer is not itself the Fiscal Agent, shall each additionally be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(b) *Exchange.* The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date (the "**Exchange Date**") 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that any beneficial owner of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this sub-paragraph (b). Any Notes delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined sub-paragraph (c)).

(c) *United States.* For purposes of sub-paragraph (b), "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(5) *Clearing System.* The Global Note will be kept in custody by or on behalf of a Clearing System. For these purposes and as specified in the Final Terms, "**Clearing System**" means

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("**CBF**"); or

(b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg ("**CBL**"); and/or

(c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brussels, Kingdom of Belgium ("**Euroclear**").

CBL and Euroclear are each an international central securities depository ("**ICSD**" and together the "**ICSDs**").

*The following sub-paragraph applies if the Final Terms specify that the Notes are kept in custody on behalf of the ICSDs and the Global Note is a classical global note ("**CGN**").*

The Notes are issued in CGN form and are kept in custody by a common depository on behalf of both ICSDs.

(6) *Holder of Notes.* "**Holder**" is any holder of a proportionate co-ownership or other right in the Notes.

§ 2

Interest

(1) *Rate of Interest.* Subject to § 4 sub-paragraph (1) (if the Final Terms specify the option of early redemption by the Issuer) or § 4 sub-paragraph (2) of these Terms and Conditions, the Notes will bear interest on the Specified Denomination from and including the interest commencement date as specified in the Final Terms (the "**Interest Commencement Date**") initially at the Fixed Rate of Interest pursuant to sub-paragraph (2) and, subsequently, from and including the last Fixed Interest Payment Date as defined in sub-paragraph (2) up to but excluding the Maturity Date pursuant to § 3 of these Terms and Conditions at the Floating Rate of Interest pursuant to sub-paragraph (3).

(2) *Fixed Rate of Interest/ Fixed Interest Payment Dates.* The Notes will bear interest on the Specified Denomination from and including the Interest Commencement Date (as defined in sub-paragraph (1)) and as specified in the Final Terms and subject to

§ 4 of these Terms and Conditions up to but excluding the last Fixed Interest Payment Date as specified in the Final Terms, at the fixed rate of interest as specified in the Final Terms (the "**Fixed Rate of Interest**"). Interest will be payable in arrears on the dates as specified in the Final Terms (the "**Fixed Interest Payment Dates**"). The last Fixed Interest Payment Date is specified in the Final Terms. If broken interest amounts are payable on the Notes (short/long first/last coupon), such amounts will be specified in the Final Terms.

- (a) *Business Day Convention.* If any Fixed Interest Payment Date would otherwise fall on a day which is not a Business Day in accordance with sub-paragraph (v), then,
- (i) if the Final Terms specify "**Modified Following Business Day Convention**", such Fixed Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Fixed Interest Payment Date shall be the immediately preceding Business Day; or
 - (ii) if the Final Terms specify "**FRN Convention**", such Fixed Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Fixed Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Fixed Interest Payment Date shall be the last Business Day in the month which falls in the period as specified in the Final Terms after the preceding applicable Fixed Interest Payment Date; or
 - (iii) if the Final Terms specify "**Following Business Day Convention**", such Fixed Interest Payment Date shall be postponed to the next day which is a Business Day; or
 - (iv) if the Final Terms specify "**Preceding Business Day Convention**", such Fixed Interest Payment Date shall be the immediately preceding Business Day.

The following sub-paragraph applies if the Final Terms specify that interest shall be adjusted.

Adjustment of Interest. If the due date for payment is brought forward or postponed, the amount of interest shall be adjusted accordingly.

The following sub-paragraph applies if the Final Terms specify that interest shall not be adjusted.

No Adjustment of Interest. The Holder shall not be entitled to further interest or other payment in respect of any such postponement.

- (v) *Business Day.* For purposes of sub-paragraphs (i), (ii), (iii) or (iv) and as specified in the Final Terms, "**Business Day**" means
- (x) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) settle payments; or
 - (y) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.
- (b) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less or more than a full year, such interest shall be calculated on the basis of the Day Count Fraction as defined in sub-paragraph (c) below and as specified in the Final Terms.
- (c) *Day Count Fraction for fixed interest periods.* "**Day Count Fraction**" means, in respect of the calculation of the interest amount on any Note for any period of time (the "**Calculation Period**"):
- (aa) if "**Actual/Actual (ICMA Rule 251)**" is specified in the Final Terms,
 - (aaa) in the case that the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the "**Number of ICMA Determination Dates in one calendar year**" (as specified in the Final Terms); or
 - (bbb) in the case that the Calculation Period is longer than the Determination Period (as defined below) during which the Calculation Period ends, the sum of
 - (i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year; and
 - (ii) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year.

"**Determination Period**" means the period from, and including, an "**ICMA Determination Date**" (as specified in the Final Terms) to, but excluding, the next ICMA Determination Date (including, where the Interest Commencement Date is not an ICMA Determination Date, the period commencing on the first ICMA Determination Date prior to the Interest Commencement Date, and where the last Fixed Interest Payment Date is not an ICMA Determination Date, the first ICMA Determination Date falling after the last Fixed Interest Payment Date); or

- (bb) if "**Actual/365 (Fixed)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365; or
- (cc) if "**Actual/365 (Sterling)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of a Fixed Interest Payment Date falling in a leap year, 366; or
- (dd) if "**Actual/360**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 360; or
- (ee) if "**30/360, 360/360 or Bond Basis**" is specified in the Final Terms, the number of days in the Calculation 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 (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation 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 (B) the last day of the Calculation 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); or
- (ff) if "**30E/360 or Eurobond Basis**" is specified in the Final Terms, the number of days in the Calculation Period divided by 360 (such 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 Calculation Period unless, in the case of the final Calculation Period, the Maturity Date 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).

(3) *Floating Rate of Interest/Floating Interest Payment Dates.* The Notes will bear interest on the Specified Denomination from and including the last Fixed Interest Payment Date (as defined in sub-paragraph (2)) and as specified in the Final Terms and subject to § 4 of these Terms and Conditions up to but excluding the Maturity Date pursuant to § 3 of these Terms and Conditions, at the floating rate of interest as specified in the Final Terms (the "**Floating Rate of Interest**"). The Floating Rate of Interest will be determined by the calculation agent as specified in the Final Terms (the "**Calculation Agent**") pursuant to the following provisions. Interest will be payable in arrears on the dates as specified in the Final Terms (the "**Floating Interest Payment Dates**").

- (a) *Business Day Convention.* If any Floating Interest Payment Date would otherwise fall on a day which is not a Business Day in accordance with sub-paragraph (v), then,
 - (i) if the Final Terms specify "**Modified Following Business Day Convention**", such Floating Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Floating Interest Payment Date shall be the immediately preceding Business Day; or
 - (ii) if the Final Terms specify "**FRN Convention**", such Floating Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Floating Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Floating Interest Payment Date shall be the last Business Day in the month which falls in the period as specified in the Final Terms after the preceding applicable Floating Interest Payment Date; or
 - (iii) if the Final Terms specify "**Following Business Day Convention**", such Floating Interest Payment Date shall be postponed to the next day which is a Business Day; or
 - (iv) if the Final Terms specify "**Preceding Business Day Convention**", such Floating Interest Payment Date shall be the immediately preceding Business Day.

The following sub-paragraph applies if the Final Terms specify that interest shall be adjusted.

Adjustment of Interest. If the due date for payment is brought forward or postponed, the amount of interest shall be adjusted accordingly.

The following sub-paragraph applies if the Final Terms specify that interest shall not be adjusted.

No Adjustment of Interest. The Holder shall not be entitled to further interest or other payment in respect of any such postponement.

- (v) *Business Day.* For purposes of sub-paragraphs (i), (ii), (iii) or (iv) and as specified in the Final Terms, "**Business Day**" means
 - (x) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) settle payments; or
 - (y) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.
- (b) *Interest Period.* The period from the last Fixed Interest Payment Date (including) to the last day (including) preceding the first Floating Interest Payment Day and the period from each Floating Interest Payment Date (including) to the last day (including) preceding each following Floating Interest Payment Date and for the last time to the last day (including) preceding the Maturity Date hereinafter referred to as "**Interest Period**" as specified in the Final Terms.
- (c) *Reference Rate of Interest.*

(aa) The following sub-paragraphs apply if the Final Terms specify **EURIBOR (Euro Interbank Offered Rate)** as the reference rate of interest:

- (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the EURIBOR rate for euro-deposits (as specified in the Final Terms) for the relevant Interest Period as determined in accordance with sub-paragraphs (ii), (iii), (iv) or (v) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable (as specified in the Final Terms).

The following sub-paragraph applies if the Final Terms specify a Minimum Rate of Interest:

Minimum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is lower than the Minimum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Minimum Rate of Interest as specified in the Final Terms.

The following sub-paragraph applies if the Final Terms specify a Maximum Rate of Interest:

Maximum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is higher than the Maximum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Maximum Rate of Interest as specified in the Final Terms.

- (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the EURIBOR rate for euro deposits for the relevant Interest Period quoted by the member banks of the EURIBOR panel which appears on Reuters page EURIBOR01 (or on any other substitute page of Reuters or of any other determined information provider or successor) at about 11:00 a.m. (Brussels time), multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such EURIBOR rate appears at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request four selected major banks in the Euro-Zone interbank market to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for euro-deposits to prime banks in the Euro-Zone interbank market for the relevant Interest Period and in an amount that is representative for a single transaction on the respective Interest Determination Date at about 11:00 a.m. (Brussels time) on the respective Interest Determination Date. "**Euro-Zone**" means the region comprised of those Member States of the European Union that have adopted the euro in accordance with the Treaty establishing the European Community, as amended. If two or more of the four selected major banks in the Euro-Zone interbank market provide the Calculation Agent with such offered quotations, the Floating Rate of Interest for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest 1/1,000 per cent, with 0.0005 being rounded upwards) of such offered quotations multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.
- (iv) If on the respective Interest Determination Date only one or none of the four selected major banks in the Euro-Zone interbank market provides the Calculation Agent with such offered quotations as provided for in the preceding sub-paragraph (iii), the Floating Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest 1/1,000 per cent, with 0.0005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the Euro-Zone interbank market, selected by the Calculation Agent with reasonable care, at which they offer at about 11:00 a.m. (Brussels time) on the respective Interest Determination Date euro-denominated loans for the relevant Interest Period to leading European banks and in an amount that is representative for a single transaction on the respective Interest Determination Date, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (v) If on any Interest Determination Date the EURIBOR rate cannot be determined in accordance with sub-paragraphs (ii), (iii) or (iv) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The EURIBOR rate relevant for the calculation of the applicable Floating Rate of Interest will be the last published EURIBOR rate for euro deposits for the relevant Interest Period, determined by the Calculation Agent which appears on Reuters page EURIBOR01 (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (vi) If the EURIBOR rate for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest is available which either is officially announced as successor to the EURIBOR rate or, failing that, in the opinion of the Issuer, comes as close as possible to the composition of the existing EURIBOR rate, the existing EURIBOR rate will be replaced for the remaining term to maturity of the Notes by such substitute reference rate of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rate of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rate of interest as well as the administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 11 of these Terms and Conditions.

Business Day in the meaning of this sub-paragraph (aa) means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) settles payments.

(ab) The following sub-paragraphs apply if the Final Terms specify **LIBOR (London Interbank Offered Rate)** as the reference rate of interest:

- (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the LIBOR rate for deposits in the specified currency (as specified in the Final Terms) for the relevant Interest Period as determined in accordance with sub-paragraphs (ii), (iii), (iv) or (v) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable, (as specified in the Final Terms).

The following sub-paragraph applies if the Final Terms specify a Minimum Rate of Interest:

Minimum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is lower than the Minimum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Minimum Rate of Interest as specified in the Final Terms.

The following sub-paragraph applies if the Final Terms specify a Maximum Rate of Interest:

Maximum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is higher than the Maximum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Maximum Rate of Interest as specified in the Final Terms.

- (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the LIBOR rate for deposits in the specified currency for the relevant Interest Period which appears on Reuters page LIBOR01 or LIBOR02 (or on any other substitute page of Reuters or of any other determined information provider or successor) at about 11:00 a.m. (London time), multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such LIBOR rate appears at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request four selected major banks in the London interbank market to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for deposits in the specified currency (as specified in the Final Terms) to prime banks in the London interbank market for the relevant Interest Period and in an amount that is representative for a single transaction on the respective Interest Determination Date at about 11:00 a.m. (London time) on the respective Interest Determination Date. If two or more of the four selected major banks in the London interbank market provide the Calculation Agent with such offered quotations, the Floating Rate of Interest for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of such offered quotations multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.
- (iv) If on the respective Interest Determination Date only one or none of the four selected major banks in the London interbank market provides the Calculation Agent with such offered quotations as provided for in the preceding sub-paragraph (iii), the Floating Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the London interbank market, selected by the Calculation Agent with reasonable care, at which they offer at about 11:00 a.m. (London time) on the respective Interest Determination Date loans denominated in the specified currency (as specified in the Final Terms) for the relevant Interest Period to leading European banks and in an amount that is representative for a single transaction on the respective Interest Determination Date, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (v) If on any Interest Determination Date the LIBOR rate cannot be determined in accordance with sub-paragraphs (ii), (iii) or (iv) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The LIBOR rate relevant for the calculation of the applicable Floating Rate of Interest will be the last published LIBOR rate for deposits in the specified currency for the relevant Interest Period, determined by the Calculation Agent which appears on Reuters page LIBOR01 or LIBOR02 (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (vi) If the LIBOR rate for deposits in the specified currency for the relevant Interest Period (as specified in the Final Terms) ceases to exist and a suitable substitute reference rate of interest is available which either is officially announced as successor to the LIBOR rate or, failing that, in the opinion of the Issuer, comes as close as possible to the composition of the existing LIBOR rate, the existing LIBOR rate will be replaced for the remaining term to maturity of the Notes by such substitute reference rate of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rate of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rate of interest as well as the administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 11 of these Terms and Conditions.

Business Day in the meaning of this sub-paragraph (ab) means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (including dealing in foreign exchange and foreign currency) in London and in the principal financial centre of the country of the relevant currency (as specified in the Final Terms).

(ac) The following sub-paragraphs apply if the Final Terms specify a **CMS (Constant Maturity Swap) rate** as the reference rate of interest:

- (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the Year Swap Rate for the specified currency (as specified in the Final Terms) (the relevant middle swap rate against the respective reference rate of interest as specified in the Final Terms) (the "**Swap Rate**") (as specified in the Final Terms) as determined in accordance with sub-paragraphs (ii), (iii) or (iv) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable, (as specified in the Final Terms).

The following sub-paragraph applies if the Final Terms specify a *Minimum Rate of Interest*:

Minimum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is lower than the Minimum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Minimum Rate of Interest as specified in the Final Terms.

The following sub-paragraph applies if the Final Terms specify a *Maximum Rate of Interest*:

Maximum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the following provisions is higher than the Maximum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Maximum Rate of Interest as specified in the Final Terms.

- (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the Swap Rate which appears on the Reuters page as specified in the Final Terms (or on any other substitute page of Reuters or of any other determined information provider or successor) at the time specified in the Final Terms, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such Swap Rate appears at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request five leading swap dealers in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for the relevant mid-market annual swap rate to a recognised swap dealer in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) for the relevant Interest Period and in an amount that is representative for a single swap transaction in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) on the respective Interest Determination Date at the time specified in the Final Terms on the respective Interest Determination Date. "**Euro-Zone**" means the region comprised of those Member States of the European Union that have adopted the euro in accordance with the Treaty establishing the European Community, as amended. If at least three of the five requested leading swap dealers in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) provide the Calculation Agent with such offered quotations, the Floating Rate of Interest for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of such offered quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest) multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.
- (iv) If on any Interest Determination Date the Swap Rate cannot be determined in accordance with sub-paragraphs (ii) or (iii) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The Swap Rate relevant for the calculation of the applicable Floating Rate of Interest will be the last published Swap Rate for the relevant Interest Period, determined by the Calculation Agent which appears on the Reuters page as specified in the Final Terms (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (v) If the Swap Rate for the relevant Interest Period ceases to exist and a suitable substitute reference rate of interest is available which either is officially announced as successor to the Swap Rate or, failing that, in the opinion of the Issuer, comes as close as possible to the composition of the existing Swap Rate, the existing Swap Rate will be replaced for the remaining term to maturity of the Notes by such substitute reference rate of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rate of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rate of interest as well as the

administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 11 of these Terms and Conditions.

If the Notes are denominated in euro, Business Day in the meaning of this sub-paragraph (ac) means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) settles payments. If the Notes are denominated in a currency other than euro, Business Day in the meaning of this sub-paragraph (ac) means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (including dealing in foreign exchange and foreign currency) in the principal financial centre of the country of the relevant currency (as specified in the Final Terms).

(ad) *The following sub-paragraphs apply if the Final Terms specify a **difference between two CMS (Constant Maturity Swap) rates** as the reference rate of interest:*

- (i) The Floating Rate of Interest applicable to the Notes for the relevant Interest Period corresponds to the difference (expressed as a percentage rate per annum) between the two Year Swap Rates for the specified currency (as specified in the Final Terms) (the relevant middle swap rate against the respective reference rate of interest as specified in the Final Terms) (the "**Swap Rates**") (as specified in the Final Terms) as determined in accordance with sub-paragraphs (ii), (iii) or (iv) and multiplied by a "**Factor**", if applicable, (as specified in the Final Terms) and plus/minus a "**Margin**" expressed as a percentage rate per annum, if applicable, (as specified in the Final Terms).

The following sub-paragraph applies if the Final Terms specify a Minimum Rate of Interest:

Minimum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the provisions of this sub-paragraph (ad) is lower than the Minimum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Minimum Rate of Interest as specified in the Final Terms.

The following sub-paragraph applies if the Final Terms specify a Maximum Rate of Interest:

Maximum Rate of Interest. If the Floating Rate of Interest in respect of any Interest Period determined in accordance with the provisions of this sub-paragraph (ad) is higher than the Maximum Rate of Interest as specified in the Final Terms, the Floating Rate of Interest applicable for such Interest Period shall be the Maximum Rate of Interest as specified in the Final Terms.

- (ii) On the interest determination date as specified in the Final Terms (the "**Interest Determination Date**") the Calculation Agent shall determine the Floating Rate of Interest for the Interest Period following the respective Interest Determination Date by reference to the Swap Rates which appear on the Reuters page as specified in the Final Terms (or on any other substitute page of Reuters or of any other determined information provider or successor) at the time specified in the Final Terms, multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable.
- (iii) If the screen page in accordance with sub-paragraph (ii) is not available or if no such Swap Rates appear at the specified time in accordance with sub-paragraph (ii), the Calculation Agent shall request five leading swap dealers in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) to provide the Calculation Agent with their offered quotations (each expressed as a percentage rate *per annum*) for the relevant mid-market annual swap rates to a recognised swap dealer in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) for the relevant Interest Period and in an amount that is representative for a single swap transaction in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) on the respective Interest Determination Date at the time specified in the Final Terms on the respective Interest Determination Date. "**Euro-Zone**" means the region comprised of those Member States of the European Union that have adopted the euro in accordance with the Treaty establishing the European Community, as amended. If at least three of the five requested leading swap dealers in the Euro-Zone interbank market (if the Notes are denominated in euro) or in the interbank market of the principal financial centre of the country of the relevant currency (if the Notes are denominated in a currency other than euro) provide the Calculation Agent with such offered quotations, the Swap Rates for the relevant Interest Period shall be the relevant arithmetic mean (rounded if necessary to the nearest 1/100,000 per cent, with 0.000005 being rounded upwards) of such offered quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest) multiplied by a Factor, if applicable, and plus/minus a Margin, if applicable, as determined by the Calculation Agent.
- (iv) If on any Interest Determination Date the Swap Rates cannot be determined in accordance with sub-paragraphs (ii) or (iii) the Floating Rate of Interest applicable for the succeeding Interest Period shall be set by the Calculation Agent. The Swap Rates relevant for the calculation of the applicable Floating Rate of Interest will be the last published Swap Rates for the relevant Interest Period, determined by the Calculation Agent which appear on the Reuters page as specified in the Final Terms (or on any other substitute page of Reuters or of any other determined information provider or successor) during a period of ten Business Days immediately preceding the Interest Determination Date.
- (v) If the Swap Rates for the relevant Interest Period cease to exist and suitable substitute reference rates of interest are available which either are officially announced as successors to the Swap Rates or, failing that, in the opinion of the Issuer, come as close as possible to the composition of the existing Swap Rates, the existing Swap Rates will be replaced for the remaining term to maturity of the Notes by such substitute reference rates of interest, provided that, in accordance with Article 29 sub-paragraph (1) 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 (the "**Benchmarks Regulation**"), the substitute reference rates of interest (x) will be provided by an administrator located in the European Union and which will be included in the register as referred to Article 36 of the Benchmarks Regulation or (y) will be provided by an administrator located in a third country for use in the European Union and the substitute reference rates of interest as well as the administrator will be included in the register as referred to Article 36 of the Benchmarks Regulation. Notice of any such substitution shall be published in accordance with § 11 of these Terms and Conditions.

If the Notes are denominated in euro, Business Day in the meaning of this sub-paragraph (*ad*) means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) settles payments. If the Notes are denominated in a currency other than euro, Business Day in the meaning of this sub-paragraph (*ad*) means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (including dealing in foreign exchange and foreign currency) in the principal financial centre of the country of the relevant currency (as specified in the Final Terms).

- (d) *Interest Amount.* The Calculation Agent will calculate on each Interest Determination Date the interest amount payable on the aggregate principal amount of the Notes (as specified in the Final Terms) and/or on the Specified Denomination of the Notes (as specified in the Final Terms) (the "**Interest Amount**") for the respective Interest Period by applying the Floating Rate of Interest for the respective Interest Period to the aggregate principal amount of the Notes and/or to the Specified Denomination of the Notes, multiplying the product by the Day Count Fraction (as defined in sub-paragraph (e) below and as specified in the Final Terms), and rounding the resultant figure to the nearest sub-unit of the relevant currency, half of any such sub-unit being rounded upwards.
- (e) *Day Count Fraction for floating interest periods.* "**Day Count Fraction**" means, in respect of the calculation of the interest amount on any Note for any period of time (the "**Calculation Period**"):
 - (aa) if "**Actual/Actual (ICMA Rule 251)**" is specified in the Final Terms,
 - (aaa) in the case that the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the "**Number of ICMA Determination Dates in one calendar year**" (as specified in the Final Terms); or
 - (bbb) in the case that the Calculation Period is longer than the Determination Period (as defined below) during which the Calculation Period ends, the sum of
 - (i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year; and
 - (ii) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the Number of ICMA Determination Dates in one calendar year.
 - "**Determination Period**" means the period from, and including, an "**ICMA Determination Date**" (as specified in the Final Terms) to, but excluding, the next ICMA Determination Date (including, where the last Fixed Interest Payment Date is not an ICMA Determination Date, the period commencing on the first ICMA Determination Date prior to the last Fixed Interest Payment Date, and where the final Floating Interest Payment Date is not an ICMA Determination Date, the first ICMA Determination Date falling after the final Floating Interest Payment Date); or
 - (bb) if "**Actual/365 (Fixed)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365; or
 - (cc) if "**Actual/365 (Sterling)**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of a Floating Interest Payment Date falling in a leap year, 366; or
 - (dd) if "**Actual/360**" is specified in the Final Terms, the actual number of days in the Calculation Period divided by 360; or
 - (ee) if "**30/360, 360/360 or Bond Basis**" is specified in the Final Terms, the number of days in the Calculation 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 (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation 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 (B) the last day of the Calculation 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); or
 - (ff) if "**30E/360 or Eurobond Basis**" is specified in the Final Terms, the number of days in the Calculation Period divided by 360 (such 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 Calculation Period unless, in the case of the final Calculation Period, the Maturity Date 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).
- (f) *Publication of Floating Rate of Interest, Interest Amount and Floating Interest Payment Date.* The Calculation Agent shall arrange for the immediate publication in accordance with § 11 of these Terms and Conditions of the respective Floating Rate of Interest determined for the respective Interest Period, the interest amount payable on the aggregate principal amount of the Notes and/or on the Specified Denomination of the Notes and the Floating Interest Payment Date. In the event of an extension or shortening of the Interest Period, the interest amount payable and the Floating

Interest Payment Date may subsequently be corrected, or appropriate alternative arrangements may be made by way of adjustment by the Calculation Agent without a publication being necessary with regard thereto. In all other respects, the determination of the relevant Floating Rates of Interest and the interest amounts payable in each instance, when made in accordance with the preceding sub-paragraphs (a) to (e), shall be binding upon all parties. The Holders do not have any claims against the Calculation Agent regarding the way of handling or not handling its rights, duties and discretionary decisions resulting out of this sub-paragraph (f).

(4) *Accrual of Interest.* The Notes shall cease to bear interest from the expiry of the day preceding the day on which they are due for redemption. If the Issuer shall fail to redeem the Notes in full or in part on the Maturity Date pursuant to § 3 of these Terms and Conditions, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes from the Maturity Date pursuant to § 3 of these Terms and Conditions until the expiry of the day preceding the day of the actual redemption of the Notes at the default rate of interest established by law²⁸.

§ 3 Redemption

Redemption at Final Maturity. Unless previously redeemed or repurchased and cancelled, the Issuer will redeem the Notes at par on the maturity date (the "**Maturity Date**") as specified in the Final Terms.

§ 4 Early Redemption

(1) *The following sub-paragraph applies if the Final Terms specify that the Notes are subject to Early Redemption at the option of the Issuer (Call Option):*

Early Redemption at the option of the Issuer (Call Option). The Issuer shall have the right upon giving notice in accordance with § 11 of these Terms and Conditions to terminate the Notes, in whole but not in part, subject to a "**Minimum Notice Period**" (as specified in the Final Terms), with effect to the "**Call Redemption Date(s)**" (as specified in the Final Terms) at their respective Early Redemption Amount pursuant to § 5 of these Terms and Conditions.

Such early termination of the Notes by the Issuer is only permitted after the lapse of five years and only with the prior approval of the competent regulatory authority.

(2) *Early Redemption upon the occurrence of a Regulatory Event.* The Notes may be early terminated, in whole but not in part, at the option of the Issuer and upon the prior approval of the competent regulatory authority, under observance of a termination period of not less than 30 and not more than 60 days' notice to the Holders in accordance with § 11 of these Terms and Conditions and may be redeemed, at their relevant Early Redemption Amount (as defined in § 5 of these Terms and Conditions) if the Issuer (i) may not fully account the Notes as Tier 2 supplementary capital for purposes of own funds endowment in accordance with the relevant provisions anymore or (ii) is subject to any other form of a less advantageous regulatory own funds treatment with respect to the Notes than as of the issue date of the Notes as specified in the Final Terms (the "**Issue Date**").

(3) *No Early Redemption at the Option of a Holder.* A Holder shall not be entitled to any termination of the Notes.

§ 5 Early Redemption Amount

Early Redemption Amount. In case of a termination pursuant to § 4 sub-paragraph (1) or § 4 sub-paragraph (2) of these Terms and Conditions, the redemption shall be made at an amount to be determined in accordance with the following provision (the "**Early Redemption Amount**"):

The Early Redemption Amount is the Principal Amount plus accrued interest, if any.

§ 6 Payments / Fiscal Agent / Paying Agent / Calculation Agent

(1) *Payments of Principal and/or Interest/Discharge.* Any amounts payable under these Terms and Conditions shall be paid by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders for subsequent transfer to the Holders. The Issuer will be discharged from its payment obligation to the Holders by payment to, or to the order of, the Clearing System.

(2) *The following sub-paragraph applies if the Final Terms specify, that interest is payable on a Temporary Global Note.*

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to sub-paragraph (3), by the Fiscal Agent and/or Paying Agent as specified in the Final Terms to, or to the order of, the Clearing System for credit to the accounts of the relevant account holders, upon due certification as provided in § 1 sub-paragraph (4) (b) of these Terms and Conditions, for subsequent transfer to the Holders.

²⁸ *The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 German Civil Code (Bürgerliches Gesetzbuch).*

(3) *Manner of Payment.* Payments of amounts due on the Notes shall be made in the freely convertible currency as specified in the Final Terms which on the respective due date is the legal currency of the country of the specified currency. Notwithstanding the provisions of § 9 of these Terms and Conditions, payments of amounts due on the Notes will be subject in all cases to (i) any fiscal and other laws and regulations applicable thereto in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (commonly known as FATCA), any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

(4) *Payment Date.* If the Maturity Date in respect of any Note is not a Payment Date then the Holder shall not be entitled to payment until the next such day in the relevant place of business and shall not be entitled to further interest or other payment in respect of such delay. For these purposes and as specified in the Final Terms, "**Payment Date**" means

- (a) if the Notes are denominated in euro, a day (other than a Saturday or a Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) settle payments; or
- (b) if the Notes are denominated in a currency other than euro, a day (other than a Saturday or a Sunday) on which the Clearing System and commercial banks and foreign exchange markets in the principal financial centre settle payments.

(5) *Deposit of Principal and/or Interest.* The Issuer may deposit with the Local Court (*Amtsgericht*) in Frankfurt am Main principal and/or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

(6) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent and/or any Paying Agent and/or the Calculation Agent (as specified in the Final Terms) and to appoint another Fiscal Agent and/or additional or other Paying Agents and/or another Calculation Agent. The Issuer shall at all times maintain a Fiscal Agent and/or a Paying Agent (which may be the Fiscal Agent) and/or a Calculation Agent (which may be the Fiscal Agent). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 11 of these Terms and Conditions.

(7) *Agents of the Issuer.* The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in such capacity are acting solely as agents of the Issuer and no relationship of agency or trust exists between the Fiscal Agent and/or the Paying Agent and/or the Calculation Agent and the Holders of the Notes. The Fiscal Agent and/or the Paying Agent and/or the Calculation Agent in making, omitting or accepting declarations, in acting or failing to act shall only be liable in so far as they have violated the due care of a proper merchant (*Sorgfalt eines ordentlichen Kaufmanns*).

§ 7

Presentation Period

Presentation Period. The presentation period for Notes due provided in § 801 sub-paragraph 1, sentence 1 German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years. The period for prescription for Notes presented for payment during the presentation period shall be two years beginning at the end of the relevant presentation period.

§ 8

Status / Payment Claim / Exclusion of Set-Off / No Security / No Guarantee / No limitation of subordination

(1) *Status.* The Notes constitute unsecured and subordinated obligations of the Issuer ranking

- (a) *pari passu* among themselves and *pari passu* with all other subordinated obligations of the Issuer;
- (b) *senior* to (i) Additional Tier 1 capital instruments and (ii) Common Equity Tier 1 capital instruments;
- (c) *subordinated* to obligations of the Issuer preferred by applicable law, including unsecured and senior debt instruments of the Issuer.

(2) *Payment Claim.* Subject to applicable law, in the event of the resolution, liquidation or insolvency of the Issuer, the obligations under the Notes will be fully subordinated to the claims of third party creditors of the Issuer under the present and future obligations preferred by applicable law, so that in any such event payments on the Notes will not be made until the claims of third party creditors of the Issuer under the present and future obligations preferred by applicable law shall have been satisfied in full. Considering this subordination provision the Issuer is free to meet its obligations under the Notes also out of other free assets.

(3) *Exclusion of Set-Off.* Claims arising from the Notes may not be set off against any claims of the Issuer.

(4) *No security/No Guarantee.* The Notes are neither secured, nor subject to a guarantee from the Issuer or third parties that enhances the seniority of the claims of the Holders of the Notes.

(5) *No limitation of subordination.* No subsequent agreement may limit the subordination pursuant to the preceding sub-paragraphs (1) to (4) or amend the Maturity Date in respect of the Notes to any earlier date or shorten any applicable notice period (*Kündigungsfrist*). If the Notes are redeemed early otherwise than in the circumstances described in the preceding sub-paragraphs (1) to (4) or as a result of an early redemption according to § 4 of these Terms and Conditions or repurchased by the Issuer, then the amounts redeemed or paid must be returned to the Issuer irrespective of any agreement to the contrary unless the competent regulatory authority has consented to such redemption or repurchase. Any redemption or termination of

the Notes in accordance with § 4 of these Terms and Conditions or any repurchase of the Notes prior to maturity is in either case only permitted with the prior consent of the competent regulatory authority.

§ 9 Taxation

Withholding Tax. All amounts of principal and/or interest payable in respect of the Notes shall be paid without withholding or deduction for or on account of any present or future taxes, duties or governmental charges of whatever nature imposed or levied by way of withholding or deduction at source (*Quellensteuer*) by or in or for the account of the Federal Republic of Germany or by or for the account of any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

§ 10 Issue of further Notes / Purchase / Cancellation

- (1) *Issue of further Notes.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date and/or issue price) so as to form a single Series with the Notes and increase the aggregate principal amount of such Series.
- (2) *Purchase.* The Issuer may, upon the prior approval of the competent regulatory authority, at any time purchase Notes in any market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.
- (3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 11 Notices

- (1) *Publication in the Federal Republic of Germany.* All notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*). Any notice so given will be deemed to have been validly given on the date of such publication.
- (2) *The following sub-paragraphs apply if the Final Terms specify that the Notes are admitted to trading on the Regulated Market "Bourse de Luxembourg" of the Luxembourg Stock Exchange and are listed on the Official List of the Luxembourg Stock Exchange and/or on any other or further stock exchange.*
 - (a) *Publication in a Daily Newspaper.* In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published in a leading daily newspaper (as specified in the Final Terms) having general circulation in the state in which the stock exchange has its registered office (as specified in the Final Terms). Any notice so given will be deemed to have been validly given on the date of such publication.
 - (b) *Publication on the Website.* In addition to publication set forth in sub-paragraph (1), all notices concerning the Notes shall be published on the website (as specified in the Final Terms) of the stock exchange as specified in the Final Terms. Any notice so given will be deemed to have been validly given on the date of such publication.
 - (c) *Publication through the Clearing System.* In addition to publication set forth in sub-paragraph (1), and as long as this concerns notices with respect to the Floating Rate of Interest and the rules of the stock exchange as specified in the Final Terms permit such form of notice, the Issuer may replace a notice as per sub-paragraph (a) or sub-paragraph (b) with a notice to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given on the fourth day after the day on which the said notice was given to the Clearing System.

§ 12 Applicable Law / Place of Jurisdiction / Enforcement

- (1) *Applicable Law.* The Notes shall be governed by German law.
- (2) *Place of Jurisdiction.* Non-exclusive place of jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes shall be Frankfurt am Main. Exclusive place of jurisdiction shall be Frankfurt am Main for all Proceedings arising from matters provided for in these Terms and Conditions for merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to the general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).
- (3) *Enforcement.* Any Holder of Notes may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such Proceedings of the actual records or the Global Note representing the Notes.

For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under the Notes also in any other way which is permitted in the country in which the Proceedings are initiated.

**TERMS AND CONDITIONS OF THE NOTES
GERMAN LANGUAGE TRANSLATION
(DEUTSCHE ÜBERSETZUNG DER ANLEIHEBEDINGUNGEN)**

Die Anleihebedingungen (die "**Anleihebedingungen**") sind nachfolgend aufgeführt und umfassen **A.** Anleihebedingungen für bevorrechtigte nicht nachrangige Schuldverschreibungen, **B.** Anleihebedingungen für bevorrechtigte nicht nachrangige Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten), **C.** Anleihebedingungen für nicht bevorrechtigte nicht nachrangige Schuldverschreibungen und **D.** Anleihebedingungen für Nachrangige Schuldverschreibungen:

A. Die Anleihebedingungen für bevorrechtigte nicht nachrangige Schuldverschreibungen umfassen Anleihebedingungen, die Anwendung finden auf A1. Serien von festverzinslichen bevorrechtigten nicht nachrangigen Schuldverschreibungen, A2. Serien von variabel verzinslichen bevorrechtigten nicht nachrangigen Schuldverschreibungen, A3. Serien von Nullkupon bevorrechtigten nicht nachrangigen Schuldverschreibungen oder A4. Serien von fest- zu variabel verzinslichen bevorrechtigten nicht nachrangigen Schuldverschreibungen;

B. Die Anleihebedingungen für bevorrechtigte nicht nachrangige Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten) umfassen Anleihebedingungen, die Anwendung finden auf B1. Serien von festverzinslichen bevorrechtigten nicht nachrangigen Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten) oder B2. Serien von variabel verzinslichen bevorrechtigten nicht nachrangigen Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten);

C. die Anleihebedingungen für nicht bevorrechtigte nicht nachrangige Schuldverschreibungen umfassen Anleihebedingungen, die Anwendung finden auf C1. Serien von festverzinslichen nicht bevorrechtigten nicht nachrangigen Schuldverschreibungen oder C2. Serien von variabel verzinslichen nicht bevorrechtigten nicht nachrangigen Schuldverschreibungen;

D. die Anleihebedingungen für Nachrangige Schuldverschreibungen umfassen Anleihebedingungen, die Anwendung finden auf D1. Serien von festverzinslichen Nachrangigen Schuldverschreibungen, D2. Serien von variabel verzinslichen Nachrangigen Schuldverschreibungen oder D3. Serien von fest- zu variabel verzinslichen Nachrangigen Schuldverschreibungen.

Die jeweilige Serie von Schuldverschreibungen wird entweder gemäß dem geänderten und neugefassten Agency Agreement vom 31. Mai 2019 (das "**Agency Agreement**") zwischen der DZ BANK und der Deutsche Bank Aktiengesellschaft als Emissionsstelle (die "**Emissionsstelle**", wobei dieser Begriff jeden Nachfolger der Emissionsstelle gemäß dem Agency Agreement einschließt) und den anderen darin genannten Parteien begeben, falls die Deutsche Bank Aktiengesellschaft für die jeweilige Serie von Schuldverschreibungen als Emissionsstelle handelt, oder

gemäß den geänderten und neugefassten German Fiscal Agency Rules vom 31. Mai 2019 (das "**Agency Agreement**"), die von der DZ BANK in ihrer Eigenschaft als Emittentin und als Emissionsstelle (die "**Deutsche Emissionsstelle**") veröffentlicht werden, wobei dieser Begriff jeden Nachfolger der Emissionsstelle gemäß dem Agency Agreement einschließt, und den anderen darin genannten Parteien begeben, falls die DZ BANK für die jeweilige Serie von Schuldverschreibungen als Emissionsstelle handelt.

Die Bestimmungen der nachfolgenden Anleihebedingungen gelten für die Schuldverschreibungen so, wie sie durch Angaben im TEIL I der beigefügten Endgültigen Bedingungen konkretisiert werden. Die Angaben im TEIL I der Endgültigen Bedingungen zusammengefasst mit den Bestimmungen der Anleihebedingungen stellen die für jede einzelne Tranche von Schuldverschreibungen anwendbaren Bedingungen dar (die "**Bedingungen**"). Kopien der Bedingungen sind kostenlos bei der bezeichneten Geschäftsstelle der Emissionsstelle und bei den bezeichneten Geschäftsstellen einer jeden Zahlstelle erhältlich; bei nicht an einer Börse notierten Schuldverschreibungen sind Kopien der entsprechenden Bedingungen allerdings ausschließlich für die Gläubiger solcher Schuldverschreibungen erhältlich.

A. ANLEIHEBEDINGUNGEN FÜR BEVORRECHTIGTE NICHT NACHRANGIGE SCHULDVERSCHREIBUNGEN

A1. Anleihebedingungen für festverzinsliche bevorrechtigte nicht nachrangige Schuldverschreibungen

§ 1

Währung / Stückelung / Form / Definitionen

(1) *Währung, Stückelung.* Diese Serie von bevorrechtigten nicht nachrangigen Schuldverschreibungen (die "**Schuldverschreibungen**") der DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Bundesrepublik Deutschland, (die "**Emittentin**") wird in der in den Endgültigen Bedingungen angegebenen Währung und in dem in den Endgültigen Bedingungen angegebenen Gesamtnennbetrag (vorbehaltlich Absatz (7)), wenn in den Endgültigen Bedingungen angegeben ist, dass die Globalurkunde eine *new global note* ("**NGN**") ist) sowie in der in den Endgültigen Bedingungen angegebenen Stückelung (die "**Festgelegte Stückelung**" oder der "**Nennbetrag**") begeben.

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber und sind durch eine oder mehrere Globalurkunden verbrieft (jede eine "**Globalurkunde**").

(3) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen durch eine Dauerglobalurkunde verbrieft werden.*

Dauerglobalurkunde. Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist, falls die Emittentin nicht selbst die Emissionsstelle ist, von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(4) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen anfänglich durch eine Vorläufige Globalurkunde verbrieft werden.*

(a) *Vorläufige Globalurkunde.* Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**Vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der Festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die Vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind, falls die Emittentin nicht selbst die Emissionsstelle ist, jeweils von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) *Austausch.* Die Vorläufige Globalurkunde ist frühestens an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach jeder wirtschaftliche Eigentümer der durch die Vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Person ist (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine Vorläufige Globalurkunde verbrieften Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der Vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß dieses Absatzes (b) auszutauschen. Schuldverschreibungen, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in Absatz (c) definiert) zu liefern.

(c) *Vereinigte Staaten.* Für die Zwecke des Absatzes (b) bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(5) *Clearing System.* Die Globalurkunde wird von einem oder im Namen eines Clearing Systems verwahrt. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Clearing System**"

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Bundesrepublik Deutschland ("**CBF**"); oder

- (b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxemburg, Großherzogtum Luxemburg ("**CBL**"); und/oder
- (c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brüssel, Königreich Belgien ("**Euroclear**").

CBL und Euroclear sind jeweils ein internationaler Zentralverwahrer von Wertpapieren (*international central securities depository*) ("**ICSD**" und zusammen "**ICSDs**").

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen im Namen der ICSDs verwahrt werden und die Globalurkunde eine NGN ist.

Die Schuldverschreibungen werden in Form einer NGN ausgegeben und von einem gemeinsamen Verwahrer (*common safekeeper*) im Namen beider ICSDs verwahrt.

*Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen im Namen der ICSDs verwahrt werden und die Globalurkunde eine classical global note ("**CGN**") ist.*

Die Schuldverschreibungen werden in Form einer CGN ausgegeben und von einer gemeinsamen Verwahrstelle (*common depository*) im Namen beider ICSDs verwahrt.

(6) *Gläubiger von Schuldverschreibungen.* "**Gläubiger**" ist jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Schuldverschreibungen.

(7) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Globalurkunde bzw. die Vorläufige Globalurkunde eine NGN ist.*

Register der ICSDs. Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtnennbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis über den Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesen Zwecken von einem ICSD jeweils ausgestellte Bescheinigung mit dem Gesamtnennbetrag der so verbrieften Schuldverschreibungen ist ein maßgeblicher Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt.

Bei Rückzahlung oder Zahlung einer Rate oder einer Zinszahlung bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten über Rückzahlung oder Zahlung bzw. Kauf und Löschung bezüglich der Globalurkunde *pro rata* in die Unterlagen der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen bzw. der Gesamtnennbetrag der so gezahlten Raten abgezogen wird.

Bei Austausch eines Anteils von ausschließlich durch eine Vorläufige Globalurkunde verbriefter Schuldverschreibungen wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs *pro rata* in die Aufzeichnungen der ICSDs aufgenommen werden.

§ 2 Zinsen

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen für ihre gesamte Laufzeit zu einem festen Zinssatz verzinst werden.

(1) *Zinssatz/Zinszahlungstage.* Die Schuldverschreibungen werden, vorbehaltlich § 4 Absatz (1) oder § 4 Absatz (2) dieser Anleihebedingungen (wenn in den Endgültigen Bedingungen die Möglichkeit einer vorzeitigen Rückzahlung angegeben ist), bezogen auf die Festgelegte Stückelung ab dem in den Endgültigen Bedingungen angegebenen Verzinsungsbeginn (der "**Verzinsungsbeginn**") (einschließlich) bis zu dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen (ausschließlich) zu dem in den Endgültigen Bedingungen angegebenen jährlichen Zinssatz (der "**Zinssatz**") verzinst. Zinsen sind nachträglich an jedem in den Endgültigen Bedingungen angegebenen Datum (der "**Zinszahlungstag**") und am Endfälligkeitstag zahlbar. Falls Bruchteilzinsbeträge auf die Schuldverschreibungen zu zahlen sind (kurzer/langer erster/letzter Kupon), werden diese Beträge in den Endgültigen Bedingungen angegeben.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen zu festen, über ihre Laufzeit stufenweise steigenden und/oder fallenden Zinssätzen verzinst werden.

(2) *Zinssätze/Zinszahlungstage.* Die Schuldverschreibungen werden, vorbehaltlich § 4 Absatz (1) oder § 4 Absatz (2) dieser Anleihebedingungen (wenn in den Endgültigen Bedingungen die Möglichkeit einer vorzeitigen Rückzahlung angegeben ist), bezogen auf die Festgelegte Stückelung ab dem in den Endgültigen Bedingungen angegebenen Verzinsungsbeginn (der "**Verzinsungsbeginn**") (einschließlich) bis zu dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen (ausschließlich) zu den in den Endgültigen Bedingungen angegebenen steigenden und/oder fallenden jährlichen Zinssätzen (die "**Zinssätze**") verzinst. Zinsen sind nachträglich an jedem in den Endgültigen Bedingungen angegebenen Datum (der "**Zinszahlungstag**") und am Endfälligkeitstag zahlbar. Falls Bruchteilzinsbeträge auf die Schuldverschreibungen zu zahlen sind (kurzer/langer erster/letzter Kupon), werden diese Beträge in den Endgültigen Bedingungen angegeben.

(3) *Geschäftstagekonvention.* Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag gemäß Absatz (e) ist, so wird der Zinszahlungstag

- (a) wenn in den Endgültigen Bedingungen "**Modifizierte Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen; oder
- (b) wenn in den Endgültigen Bedingungen "**FRN-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen und (ii) jeder nachfolgende Zinszahlungstag ist der jeweils letzte Geschäftstag des Monats, der entsprechend des in den Endgültigen Bedingungen angegebenen Zeitraums nach dem vorausgegangenen anwendbaren Zinszahlungstag liegt; oder
- (c) wenn in den Endgültigen Bedingungen "**Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben; oder
- (d) wenn in den Endgültigen Bedingungen "**Vorausgegangener Geschäftstag-Konvention**" angegeben ist, auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen angepasst werden.

Anpassung der Zinsen. Falls der Fälligkeitstag einer Zahlung vorgezogen oder verschoben wird, wird der Zinsbetrag entsprechend angepasst.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen nicht angepasst werden.

Keine Anpassung der Zinsen. Der Gläubiger ist nicht berechtigt, etwaige weitere Zinsen oder sonstige Zahlungen aufgrund einer solchen Verschiebung zu verlangen.

- (e) *Geschäftstag.* Für Zwecke der Absätze (a), (b), (c) oder (d) und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Geschäftstag**",
 - (i) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder
 - (ii) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

(4) *Auflaufende Zinsen.* Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden. Falls die Emittentin die Schuldverschreibungen bei Endfälligkeit nicht oder nicht vollständig einlöst, erfolgt die Verzinsung des ausstehenden Gesamtnennbetrages der Schuldverschreibungen von dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen bis zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht, in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen²⁹.

(5) *Berechnung der Zinsen für Teilzeiträume.* Sofern Zinsen für einen Zeitraum von weniger oder mehr als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des nachstehend in Absatz (6) definierten und in den Endgültigen Bedingungen angegebenen Zinstagequotienten.

(6) *Zinstagequotient.* "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

- (a) wenn in den Endgültigen Bedingungen "**Actual/Actual (ICMA-Regelung 251)**" angegeben ist:
 - (aa) im Fall, dass der Zinsberechnungszeitraum kürzer ist als die Feststellungsperiode (wie nachstehend definiert) in die das Ende des Zinsberechnungszeitraums fällt, oder, im Fall, dass der Zinsberechnungszeitraum der Feststellungsperiode entspricht, die Anzahl von Tagen in diesem Zinsberechnungszeitraum dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der in den Endgültigen Bedingungen angegebenen "**Anzahl der ICMA-Feststellungstage in einem Kalenderjahr**"; oder
 - (ab) im Fall, dass der Zinsberechnungszeitraum länger ist als die Feststellungsperiode (wie nachstehend definiert), in die das Ende des Zinsberechnungszeitraums fällt, die Summe aus
 - (i) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr; und
 - (ii) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr.

²⁹ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Bürgerliches Gesetzbuch.

"Feststellungsperiode" bezeichnet den Zeitraum von einem "ICMA-Feststellungstag" (einschließlich) (wie in den Endgültigen Bedingungen angegeben) bis zum nächsten ICMA-Feststellungstag (ausschließlich); dies schließt dann, wenn der Verzinsungsbeginn kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag vor dem Verzinsungsbeginn anfängt, und dann, wenn der letzte Zinszahlungstag kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag nach dem letzten Zinszahlungstag endet; oder

- (b) wenn in den Endgültigen Bedingungen "**Actual/365 (Fixed)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365; oder
- (c) wenn in den Endgültigen Bedingungen "**Actual/365 (Sterling)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 oder, wenn der Zinszahlungstag in ein Schaltjahr fällt, 366; oder
- (d) wenn in den Endgültigen Bedingungen "**Actual/360**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360; oder
- (e) wenn in den Endgültigen Bedingungen "**30/360, 360/360 oder Bond Basis**" angegeben ist: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltene Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist); oder
- (f) wenn in den Endgültigen Bedingungen "**30E/360 oder Eurobond Basis**" angegeben ist: die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt).

§ 3 Rückzahlung

Rückzahlung bei Endfälligkeit. Soweit nicht zuvor bereits zurückgezahlt oder angekauft und entwertet, wird die Emittentin die Schuldverschreibungen zu ihrem Nennbetrag an dem in den Endgültigen Bedingungen angegebenen Endfälligkeitstag (der "**Endfälligkeitstag**") zurückzahlen.

§ 4 Vorzeitige Rückzahlung

(1) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Emittentin das Recht hat, die Schuldverschreibungen vorzeitig zu kündigen (Call Option):*

Vorzeitige Rückzahlung nach Wahl der Emittentin (Call Option). Die Emittentin ist über die Kündigung gemäß § 9 Absatz (2) (b) dieser Anleihebedingungen hinaus berechtigt, die Schuldverschreibungen insgesamt, jedoch nicht teilweise, unter Einhaltung einer in den Endgültigen Bedingungen angegebenen "**Mindestkündigungsfrist**" durch Bekanntmachung gemäß § 12 dieser Anleihebedingungen zu dem/den in den Endgültigen Bedingungen angegebenen "**Wahlrückzahlungstag(en) (Call)**" zu kündigen und zum entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückzuzahlen.

(2) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass ein Gläubiger das Recht hat, die Schuldverschreibungen vorzeitig zu kündigen (Put Option):*

Vorzeitige Rückzahlung nach Wahl eines Gläubigers (Put Option). Jeder Gläubiger ist über die Kündigung gemäß § 5 Absatz (1) dieser Anleihebedingungen hinaus berechtigt, seine Schuldverschreibungen unter Einhaltung einer in den Endgültigen Bedingungen angegebenen "**Mindestkündigungsfrist**" zu dem/den in den Endgültigen Bedingungen angegebenen "**Wahlrückzahlungstag(en) (Put)**" zu kündigen. Die Emittentin hat eine Schuldverschreibung nach Ausübung des entsprechenden Kündigungsrechts durch einen Gläubiger am/an den in den Endgültigen Bedingungen angegebenen Wahlrückzahlungstag(en) (Put) zum entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückzuzahlen.

Die Ausübung des Kündigungsrechts durch einen Gläubiger erfolgt durch Mitteilung in Textform in deutscher oder englischer Sprache ("**Kündigungserklärung**") gegenüber der in den Endgültigen Bedingungen angegebenen Geschäftsstelle der Emissionsstelle. Die Kündigungserklärung muss bis spätestens 17.00 Uhr (Frankfurter Zeit) an dem Geschäftstag, der dem ersten Geschäftstag einer in den Endgültigen Bedingungen angegebenen Mindestkündigungsfrist vorangeht, zugehen. Ansonsten ist das Kündigungsrecht nicht wirksam ausgeübt. Die Kündigungserklärung hat anzugeben:

- (a) den Gesamtnennbetrag der Schuldverschreibungen, für die das Kündigungsrecht ausgeübt wird;
- (b) die Wertpapier-Kenn-Nummer(n); und,

- (c) wenn in den Endgültigen Bedingungen CBF als Clearing System angegeben ist, Kontaktdaten sowie eine Kontoverbindung.

Für die Kündigungserklärung kann ein Formblatt verwendet werden, das bei der in den Endgültigen Bedingungen angegebenen Geschäftsstelle der Emissionsstelle erhältlich ist, und das weitere Hinweise enthält. Der Kündigungserklärung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Kündigungserklärung Inhaber der betreffenden Schuldverschreibungen ist. Der Nachweis kann durch eine Bescheinigung der entsprechenden Depotbank (wie in § 13 Absatz (3) dieser Anleihebedingungen definiert) oder auf andere geeignete Weise erbracht werden. Eine wirksam abgegebene Kündigungserklärung ist unwiderruflich. Die Rückzahlung der Schuldverschreibungen, auf die sich die Kündigungserklärung bezieht, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.

- (3) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Emittentin und/oder ein Gläubiger kein Recht haben, die Schuldverschreibungen vorzeitig zu kündigen:*

Keine Vorzeitige Rückzahlung nach Wahl der Emittentin und/oder eines Gläubigers. Weder die Emittentin noch ein Gläubiger ist zur Kündigung der Schuldverschreibungen berechtigt.

§ 5

Kündigung aus wichtigem Grund / Vorzeitiger Rückzahlungsbetrag

(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibungen aus wichtigem Grund zu kündigen und deren sofortige Rückzahlung zu einem Vorzeitigen Rückzahlungsbetrag gemäß Absatz (3) zu verlangen. Ein wichtiger Grund liegt insbesondere dann vor, wenn

- (a) die Emittentin Beträge, die auf die Schuldverschreibungen zu leisten sind, nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder
- (b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus diesen Anleihebedingungen unterlässt und die Unterlassung länger als 45 Tage fort dauert, nachdem der Emissionsstelle eine Mahnung in Textform zugegangen ist, durch die die Emittentin von einem Gläubiger aufgefordert wird, die Verpflichtung zu erfüllen oder zu beachten; oder
- (c) die Emittentin ihre Zahlungen einstellt oder ihre Zahlungsunfähigkeit bekannt gibt; oder
- (d) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, ein solches Verfahren eingeleitet und nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt worden ist oder die für die Emittentin zuständige Aufsichtsbehörde oder Abwicklungsbehörde ein solches Verfahren beantragt; oder
- (e) die Emittentin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung, Zusammenlegung oder anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung und die andere oder neue Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin im Zusammenhang mit diesen Anleihebedingungen eingegangen ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Benachrichtigung.* Eine Benachrichtigung oder Kündigung gemäß Absatz (1) ist in Textform in deutscher oder englischer Sprache gegenüber der in den Endgültigen Bedingungen angegebenen Geschäftsstelle der Emissionsstelle zu erklären, zusammen mit einem Nachweis, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung oder Kündigung Inhaber der betreffenden Schuldverschreibungen ist. Der Nachweis kann durch eine Bescheinigung der entsprechenden Depotbank (wie in § 13 Absatz (3) dieser Anleihebedingungen definiert) oder auf andere geeignete Weise erbracht werden.

(3) *Vorzeitiger Rückzahlungsbetrag.* Die Rückzahlung der Schuldverschreibungen erfolgt bei einer Kündigung nach Absatz (1), nach § 4 Absatz (1), nach § 4 Absatz (2) oder nach § 9 Absatz (2) (b) dieser Anleihebedingungen zu einem Betrag (der "**Vorzeitige Rückzahlungsbetrag**"), der sich wie folgt bestimmt:

Der Vorzeitige Rückzahlungsbetrag ist der Nennbetrag zuzüglich etwaiger Stückzinsen.

§ 6

Zahlungen / Emissionsstelle / Zahlstelle / Berechnungsstelle

(1) *Zahlungen von Kapital und/oder Zinsen/Erfüllung.* Sämtliche gemäß diesen Anleihebedingungen zahlbaren Beträge sind von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger zu zahlen. Die Emittentin wird durch Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht gegenüber den Gläubigern befreit.

(2) *Der nachfolgende Absatz findet Anwendung, wenn Zinszahlungen auf eine Vorläufige Globalurkunde erfolgen sollen.*

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (3) von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (4) (b) dieser Anleihebedingungen.

(3) *Zahlungsweise.*

- (a) *Der nachfolgende Absatz findet Anwendung, wenn die Schuldverschreibungen in einer anderen Wahrung als Chinesischen Renminbi denominated sind:*

Zahlungen falliger Betrage auf die Schuldverschreibungen erfolgen in der in den Endgultigen Bedingungen angegebenen frei konvertierbaren Wahrung, die am entsprechenden Falligkeitstag die gesetzliche Wahrung des Staates der festgelegten Wahrung ist. Unbeschadet der Bestimmungen in § 9 dieser Anleihebedingungen unterliegen die Zahlungen falliger Betrage auf die Schuldverschreibungen in allen Fallen (i) den hierfur am Zahlungsort geltenden steuerlichen und sonstigen Gesetzen und Vorschriften, und (ii) einem Einbehalt oder Abzug, der gema einer in § 1471 (b) des US Internal Revenue Code von 1986 in der jeweils gultigen Fassung beschriebenen Vereinbarung erforderlich ist oder anderweitig gema §§ 1471 bis 1474 des US Internal Revenue Code von 1986 in der jeweils gultigen Fassung (allgemein bekannt als FATCA) oder gema darauf gestutzter Bestimmungen oder Vereinbarungen oder gema deren offizieller Auslegung oder gema eines Gesetzes zur Umsetzung einer diesbezuglichen zwischenstaatlichen Vorgehensweise auferlegt wird.

- (b) *Der nachfolgende Absatz findet Anwendung, wenn die Schuldverschreibungen in Chinesischen Renminbi denominated sind:*

Zahlungen falliger Betrage auf die Schuldverschreibungen erfolgen in Chinesischen Renminbi ausschlielich mittels berweisung auf ein vom Clearing System bei einer Bank auerhalb der Volksrepublik China unterhaltenes Konto. Unbeschadet der Bestimmungen in § 9 dieser Anleihebedingungen unterliegen die Zahlungen falliger Betrage auf die Schuldverschreibungen in allen Fallen (i) den hierfur am Zahlungsort geltenden steuerlichen und sonstigen Gesetzen und Vorschriften und vorbehaltlich des nachstehenden Absatzes und (ii) einem Einbehalt oder Abzug, der gema einer in § 1471 (b) des US Internal Revenue Code von 1986 in der jeweils gultigen Fassung beschriebenen Vereinbarung erforderlich ist oder anderweitig gema §§ 1471 bis 1474 des US Internal Revenue Code von 1986 in der jeweils gultigen Fassung (allgemein bekannt als FATCA) oder gema darauf gestutzter Bestimmungen oder Vereinbarungen oder gema deren offizieller Auslegung oder gema eines Gesetzes zur Umsetzung einer diesbezuglichen zwischenstaatlichen Vorgehensweise auferlegt wird.

Stellt die Emittentin fest, dass der zu zahlende Betrag am betreffenden Zahltag aufgrund von Umstanden, die sich ihrer Kontrolle entziehen, in Chinesischen Renminbi fur sie nicht verfugbar ist, oder dass Chinesische Renminbi oder eine gesetzlich vorgeschriebene Nachfolge-Wahrung nicht fur die Abwicklung von internationalen Finanztransaktionen verwendet werden darf, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder, sobald wie moglich danach, durch eine Zahlung in US Dollar auf der Grundlage des Anwendbaren Wechselkurses (wie nachstehend definiert) erfullen. Die Glaubiger sind nicht berechtigt, weitere Zinsen oder sonstige Zahlungen in Bezug auf eine solche Zahlung zu verlangen. Der "**Anwendbare Wechselkurs**" ist der Kassakurs (wie nachfolgend definiert) am zweiten Festlegungsgeschaftstag (wie nachfolgend definiert) vor einer solchen Zahlung (nachstehend auch "**Festlegungstag**" genannt) oder, falls ein solcher Kurs am Festlegungstag nicht verfugbar ist, der vor dem Festlegungstag zuletzt verfugbare Kassakurs, wie von der in den Endgultigen Bedingungen angegebenen Berechnungsstelle (die "**Berechnungsstelle**") bestimmt.

"**Kassakurs**" bezeichnet den zuletzt verfugbaren, von der Staatlichen Devisenverwaltung der Volksrepublik China (*State Administration of Foreign Exchange of the People's Republic of China*) gemeldeten offiziellen US Dollar/Chinesischen Renminbi Wechselkurs mit zweitagiger Valuta, wie von der Berechnungsstelle um ca. 11.00 Uhr (Hongkonger Zeit) am Festlegungstag unter Bezugnahme auf die Bildschirmseite CNY=SAEC von Reuters (oder eine Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) bestimmt. Wenn ein solcher offizieller Wechselkurs nicht verfugbar ist, wird die Berechnungsstelle um ca. 11.00 Uhr (Hongkonger Zeit) am Festlegungstag unter Bezugnahme auf die Bildschirmseite TRADCN3/Spalte USD/CNH von Reuters (oder auf eine Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) als Kassakurs das arithmetische Mittel zwischen dem US Dollar/Chinesischen Renminbi Geld- und Briefkurs auf dem auerborslichen Chinese Renminbi-Devisenmarkt in Hongkong mit zweitagiger Valuta bestimmen.

"**Festlegungsgeschaftstag**" bezeichnet einen Tag (auer einem Samstag oder einem Sonntag), an dem das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) und Geschaftsbanken und Devisenmarkte in Hongkong und New York fur allgemeine Geschafte geoffnet sind und Zahlungen abwickeln.

- (4) *Zahltage*. Fallt der Falligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltage ist, dann hat der Glaubiger keinen Anspruch auf Zahlung vor dem nachsten Zahltage am jeweiligen Geschaftsort. Der Glaubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspatung zu verlangen. Fur diese Zwecke und wie in den Endgultigen Bedingungen angegeben, bezeichnet "**Zahltage**",

- (a) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (auer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder
- (b) wenn die Schuldverschreibungen auf eine andere Wahrung als Euro lauten, einen Tag (auer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschaftsbanken und Devisenmarkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

- (5) *Hinterlegung von Kapital und/oder Zinsen*. Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapital- und/oder Zinsbetrage zu hinterlegen, die von den Glaubigern nicht innerhalb von zwolf Monaten nach dem Endfalligkeitstag beansprucht worden sind, auch wenn die Glaubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt und auf das Recht der Rucknahme verzichtet wird, erloschen die Anspruche der Glaubiger gegen die Emittentin.

- (6) *anderung der Bestellung oder Abberufung*. Die Emittentin behalt sich das Recht vor, jederzeit die Bestellung der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle (wie in den Endgultigen Bedingungen angegeben) zu andern oder zu beenden und eine andere Emissionsstelle und/oder zusatzliche oder andere Zahlstellen und/oder eine andere

Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt eine Emissionsstelle und/oder Zahlstelle (die die Emissionsstelle sein kann) und/oder Berechnungsstelle (die die Emissionsstelle sein kann) unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 12 dieser Anleihebedingungen vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert werden.

(7) *Beauftragte der Emittentin.* Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle handeln in ihrer Eigenschaft als solche ausschließlich als Beauftragte der Emittentin, und es besteht kein Auftrags- oder Treuhandverhältnis zwischen der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle und den Gläubigern der Schuldverschreibungen. Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle haften dafür, dass sie Erklärungen abgeben, nicht abgeben, entgegennehmen oder Handlungen vornehmen oder unterlassen nur, wenn und soweit sie dabei die Sorgfalt eines ordentlichen Kaufmanns verletzt haben.

§ 7 Vorlegungsfrist

Vorlegungsfrist. Die in § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch bestimmte Vorlegungsfrist für fällige Schuldverschreibungen wird auf zehn Jahre abgekürzt. Die Verjährungsfrist für innerhalb der Vorlegungsfrist vorgelegte Schuldverschreibungen beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

§ 8 Status

Status. Die Schuldverschreibungen begründen nicht besicherte und bevorrechtigte nicht nachrangige Verbindlichkeiten der Emittentin, die

- (a) untereinander und mit allen anderen nicht besicherten und bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin *gleichrangig* sind;
- (b) *vorrangig* sind gegenüber (i) nicht besicherten und nicht bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin, (ii) nachrangigen Verbindlichkeiten der Emittentin, bei denen es sich nicht um zusätzliches Kernkapital oder Ergänzungskapital handelt, (iii) Kapitalinstrumenten des Ergänzungskapitals, (iv) Kapitalinstrumenten des zusätzlichen Kernkapitals und (v) Kapitalinstrumenten des harten Kernkapitals;
- (c) *nachrangig* sind gegenüber Verbindlichkeiten der Emittentin, die nach geltenden Rechtsvorschriften *vorrangig* sind.

§ 9 Steuern / Vorzeitige Rückzahlung aus steuerlichen Gründen

(1) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass für die Schuldverschreibungen keine Quellensteuerausgleichsklausel Anwendung findet.*

Quellensteuer. Sämtliche auf die Schuldverschreibungen zahlbaren Kapital- und/oder Zinsbeträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland durch Einbehalt oder Abzug an der Quelle (Quellensteuer) auferlegt oder erhoben werden, es sei denn, dieser Einbehalt oder Abzug ist gesetzlich vorgeschrieben.

(2) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass für die Schuldverschreibungen eine Quellensteuerausgleichsklausel Anwendung findet.*

- (a) *Quellensteuer.* Sämtliche auf die Schuldverschreibungen zahlbaren Kapital- und/oder Zinsbeträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland durch Einbehalt oder Abzug an der Quelle (Quellensteuer) auferlegt oder erhoben werden, es sei denn, dieser Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In diesem Fall wird die Emittentin diejenigen zusätzlichen Beträge (die "**Zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen an Kapital und/oder Zinsen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher Zusätzlichen Beträge besteht jedoch nicht im Hinblick auf Steuern, Abgaben oder Gebühren,
 - (i) wenn die Zahlungen an einen Gläubiger oder einen Dritten für einen Gläubiger erfolgen, der derartige Steuern, Abgaben oder Gebühren in Bezug auf die Schuldverschreibungen aufgrund anderer Beziehungen zur Bundesrepublik Deutschland oder einem Mitgliedstaat der Europäischen Union schuldet als dem bloßen Umstand, dass er (x) Gläubiger ist oder (y) Kapital, Zinsen oder einen sonstigen Betrag in Bezug auf die Schuldverschreibungen entgegengenommen hat; oder
 - (ii) wenn die Schuldverschreibungen mehr als 30 Tage nach Fälligkeit der betreffenden Zahlungen von Kapital und/oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 12 dieser Anleihebedingungen vorgelegt werden; dies gilt nicht, soweit der betreffende Gläubiger Anspruch auf solche Zusätzlichen Beträge gehabt hätte, wenn er die Schuldverschreibungen am Ende oder vor Ablauf der Frist von 30 Tagen zur Zahlung vorgelegt hätte; oder

- (iii) wenn diese Steuern, Abgaben oder Gebühren aufgrund (x) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (y) einer zwischenstaatlichen Vereinbarung oder eines internationalen Abkommens über deren Besteuerung, an der die Bundesrepublik Deutschland oder an dem die Europäische Union beteiligt ist, oder (z) einer gesetzlichen Vorschrift, die diese Richtlinie, diese Verordnung, diese zwischenstaatliche Vereinbarung oder dieses internationale Abkommen umsetzt oder befolgt oder die eingeführt wurde, um dieser Richtlinie, dieser Verordnung, dieser zwischenstaatlichen Vereinbarung oder diesem internationalen Abkommen nachzukommen, einzubehalten oder abzuziehen sind; oder
 - (iv) wenn hinsichtlich der Schuldverschreibungen ein Einbehalt oder Abzug nur deswegen erfolgt, weil diese Schuldverschreibungen von einer Bank in der Bundesrepublik Deutschland, die diese Schuldverschreibungen verwahrt hat oder noch verwahrt, für den betreffenden Gläubiger zur Zahlung eingezogen werden; oder
 - (v) soweit der Einbehalt oder Abzug gemäß §§ 1471 bis 1474 des U.S. Internal Revenue Code von 1986 in seiner jeweils gültigen Fassung (der "**Internal Revenue Code**"), jeder gegenwärtigen oder zukünftigen Verordnung oder offiziellen Auslegung davon, jeder Vereinbarung, die gemäß § 1471 (b) des Internal Revenue Codes eingegangen wurde oder jeder steuerlichen oder regulatorischen Gesetzgebung, sowie steuerlichen und regulatorischen Gesetzen oder Vorgehensweisen, die aus dem Vorhergehenden resultieren, oder, die nach einer zwischenstaatlichen Vereinbarung, die zur Umsetzung der Bestimmungen des Internal Revenue Code geschlossen wurde, vorzunehmen ist; oder
 - (vi) wenn hinsichtlich der Schuldverschreibungen derartige Steuern, Abgaben oder Gebühren auf andere Weise als durch Einbehalt oder Abzug von Kapital und/oder Zinsen erhoben werden.
- (b) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 12 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Steuer- oder Abgabengesetze und -vorschriften (vorausgesetzt diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag zur Zahlung von Zusätzlichen Beträgen (wie in Absatz (a) definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche Zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von Zusätzlichen Beträgen oder zum Einbehalt oder Abzug nicht mehr wirksam ist.

Eine solche Kündigung hat gemäß § 12 dieser Anleihebedingungen zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Kündigungsrecht der Emittentin begründenden Umstände darlegt.

§ 10 Ersetzung

- (1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital und/oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger, eine andere Gesellschaft (die "**Nachfolgeschuldnerin**") als Hauptschuldnerin für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen an die Stelle der Emittentin zu setzen. Voraussetzung dafür ist, dass:
- (a) die Nachfolgeschuldnerin sämtliche sich aus und im Zusammenhang mit diesen Schuldverschreibungen ergebenden Verpflichtungen erfüllen kann und insbesondere die hierzu erforderlichen Beträge ohne Beschränkungen in derjenigen Währung, auf die die Schuldverschreibungen lauten, an das Clearing System transferieren kann und
 - (b) die Nachfolgeschuldnerin alle etwa notwendigen Genehmigungen der Behörden des Landes, in dem sie ihren Sitz hat, erhalten hat und
 - (c) die Nachfolgeschuldnerin in geeigneter Form nachweist, dass sie alle Beträge, die zur Erfüllung der Zahlungsverpflichtungen aus oder in Zusammenhang mit diesen Schuldverschreibungen erforderlich sind, ohne die Notwendigkeit einer Einbehaltung von irgendwelchen Steuern, Abgaben oder Gebühren an der Quelle an das Clearing System transferieren darf und
 - (d) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder Gebühren freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden, und
 - (e) die Emittentin (für diesen Fall auch "**Garantin**" genannt) unbedingt und unwiderruflich die Verpflichtungen der Nachfolgeschuldnerin aus diesen Anleihebedingungen garantiert.
- (2) *Bekanntmachung.* Ein solcher Schuldnerwechsel ist gemäß § 12 dieser Anleihebedingungen bekannt zu machen.
- (3) *Änderung von Bezugnahmen.* Im Falle eines solchen Schuldnerwechsels gilt (i) jede Nennung der Emittentin in diesen Anleihebedingungen als auf die Nachfolgeschuldnerin bezogen und (ii) soll das Recht der Gläubiger, entsprechend § 5 Absatz (1) dieser Anleihebedingungen ihre Schuldverschreibungen zur sofortigen Rückzahlung zum Vorzeitigen Rückzahlungsbetrag

zu kündigen, auch gegeben sein, wenn eines der in § 5 Absatz (1) (c) bis (e) dieser Anleihebedingungen genannten Ereignisse in Bezug auf die Garantin eintritt.

(4) *Gültigkeit.* Nach Ersetzung der Emittentin durch eine Nachfolgeschuldnerin gilt dieser § 10 erneut.

§ 11

Begebung weiterer Schuldverschreibungen / Ankauf / Entwertung

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Valutierungstages und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden und den Gesamtnennbetrag der Serie erhöhen.

(2) *Ankauf.* Die Emittentin ist jederzeit berechtigt, Schuldverschreibungen in jedem Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, wieder verkauft oder bei der in den Endgültigen Bedingungen angegebenen Emissionsstelle zwecks Entwertung eingereicht werden.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 12

Bekanntmachungen

(1) *Bekanntmachungen in der Bundesrepublik Deutschland.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind im Bundesanzeiger zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.

(2) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen zum Handel am Regulierten Markt "Bourse de Luxembourg" der Luxemburger Wertpapierbörse zugelassen sind und im Amtlichen Handel (Official List) der Luxemburger Wertpapierbörse und/oder an einer anderen oder weiteren Wertpapierbörse notiert werden.*

(a) *Bekanntmachungen in einer Tageszeitung.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) in einer in den Endgültigen Bedingungen angegebenen führenden Tageszeitung mit allgemeiner Verbreitung in dem in den Endgültigen Bedingungen angegebenen Sitzstaat der Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.

(b) *Bekanntmachungen auf der Internetseite.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) auf der in den Endgültigen Bedingungen angegebenen Internetseite der in den Endgültigen Bedingungen angegebenen Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt mit dem Tag der Veröffentlichung als wirksam erfolgt.

§ 13

Anwendbares Recht / Gerichtsstand / Gerichtliche Geltendmachung

(1) *Anwendbares Recht.* Die Schuldverschreibungen unterliegen deutschem Recht.

(2) *Gerichtsstand.* Nicht ausschließlicher Gerichtsstand für sämtliche Klagen und sonstige Verfahren ("**Rechtsstreitigkeiten**") im Zusammenhang mit den Schuldverschreibungen ist Frankfurt am Main. Ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten aus den in diesen Anleihebedingungen geregelten Angelegenheiten ist Frankfurt am Main für Kaufleute, juristische Personen des öffentlichen Rechts, öffentlich-rechtliche Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland.

(3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder der Lagerstelle des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre.

Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die in dem Land, in dem der Rechtsstreit eingeleitet wird, prozessual zulässig ist.

A2. Anleihebedingungen für variabel verzinsliche bevorrechtigte nicht nachrangige Schuldverschreibungen

§ 1

Währung / Stückelung / Form / Definitionen

(1) *Währung, Stückelung.* Diese Serie von bevorrechtigten nicht nachrangigen Schuldverschreibungen (die "**Schuldverschreibungen**") der DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Bundesrepublik Deutschland, (die "**Emittentin**") wird in der in den Endgültigen Bedingungen angegebenen Währung und in dem in den Endgültigen Bedingungen angegebenen Gesamtnennbetrag (vorbehaltlich Absatz (7)), wenn in den Endgültigen Bedingungen angegeben ist, dass die Globalurkunde eine *new global note* ("**NGN**") ist) sowie in der in den Endgültigen Bedingungen angegebenen Stückelung (die "**Festgelegte Stückelung**" oder der "**Nennbetrag**") begeben.

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber und sind durch eine oder mehrere Globalurkunden verbrieft (jede eine "**Globalurkunde**").

(3) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen durch eine Dauerglobalurkunde verbrieft werden.*

Dauerglobalurkunde. Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist, falls die Emittentin nicht selbst die Emissionsstelle ist, von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(4) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen anfänglich durch eine Vorläufige Globalurkunde verbrieft werden.*

(a) *Vorläufige Globalurkunde.* Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**Vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der Festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die Vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind, falls die Emittentin nicht selbst die Emissionsstelle ist, jeweils von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) *Austausch.* Die Vorläufige Globalurkunde ist frühestens an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach jeder wirtschaftliche Eigentümer der durch die Vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Person ist (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine Vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der Vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß dieses Absatzes (b) auszutauschen. Schuldverschreibungen, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in Absatz (c) definiert) zu liefern.

(c) *Vereinigte Staaten.* Für die Zwecke des Absatzes (b) bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(5) *Clearing System.* Die Globalurkunde wird von einem oder im Namen eines Clearing Systems verwahrt. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Clearing System**"

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Bundesrepublik Deutschland ("**CBF**"); oder

(b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxemburg, Großherzogtum Luxemburg ("**CBL**"); und/oder

(c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brüssel, Königreich Belgien ("**Euroclear**").

CBL und Euroclear sind jeweils ein internationaler Zentralverwahrer von Wertpapieren (*international central securities depository*) ("**ICSD**" und zusammen "**ICSDs**").

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen im Namen der ICSDs verwahrt werden und die Globalurkunde eine NGN ist.

Die Schuldverschreibungen werden in Form einer NGN ausgegeben und von einem gemeinsamen Verwahrer (*common safekeeper*) im Namen beider ICSDs verwahrt.

*Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen im Namen der ICSDs verwahrt werden und die Globalurkunde eine classical global note ("**CGN**") ist.*

Die Schuldverschreibungen werden in Form einer CGN ausgegeben und von einer gemeinsamen Verwahrstelle (*common depositary*) im Namen beider ICSDs verwahrt.

(6) *Gläubiger von Schuldverschreibungen*. "**Gläubiger**" ist jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Schuldverschreibungen.

(7) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Globalurkunde bzw. die Vorläufige Globalurkunde eine NGN ist.*

Register der ICSDs. Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtnennbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis über den Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesen Zwecken von einem ICSD jeweils ausgestellte Bescheinigung mit dem Gesamtnennbetrag der so verbrieften Schuldverschreibungen ist ein maßgeblicher Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt.

Bei Rückzahlung oder Zahlung einer Rate oder einer Zinszahlung bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten über Rückzahlung oder Zahlung bzw. Kauf und Löschung bezüglich der Globalurkunde *pro rata* in die Unterlagen der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen bzw. der Gesamtnennbetrag der so gezahlten Raten abgezogen wird.

Bei Austausch eines Anteils von ausschließlich durch eine Vorläufige Globalurkunde verbrieftener Schuldverschreibungen wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs *pro rata* in die Aufzeichnungen der ICSDs aufgenommen werden.

§ 2 Zinsen

(1) *Variable Zinssatz/Zinszahlungstage*. Die Schuldverschreibungen werden, vorbehaltlich § 4 Absatz (1) oder § 4 Absatz (2) dieser Anleihebedingungen (wenn in den Endgültigen Bedingungen die Möglichkeit einer vorzeitigen Rückzahlung angegeben ist), bezogen auf die festgelegte Stückelung ab dem in den Endgültigen Bedingungen angegebenen Verzinsungsbeginn (der "**Verzinsungsbeginn**") (einschließlich) bis zu dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen (ausschließlich) zu dem in den Endgültigen Bedingungen angegebenen variablen Zinssatz (der "**Variable Zinssatz**") verzinst, der gemäß den nachfolgenden Bestimmungen von der in den Endgültigen Bedingungen angegebenen Berechnungsstelle (die "**Berechnungsstelle**") festgelegt wird. Zinsen sind nachträglich an den in den Endgültigen Bedingungen angegebenen Terminen (die "**Zinszahlungstage**") zahlbar.

(2) *Geschäftstagekonvention*. Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag gemäß Absatz (e) ist, so wird der Zinszahlungstag

- (a) wenn in den Endgültigen Bedingungen "**Modifizierte Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen; oder
- (b) wenn in den Endgültigen Bedingungen "**FRN-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen und (ii) jeder nachfolgende Zinszahlungstag ist der jeweils letzte Geschäftstag des Monats, der entsprechend des in den Endgültigen Bedingungen angegebenen Zeitraums nach dem vorausgegangenen anwendbaren Zinszahlungstag liegt; oder
- (c) wenn in den Endgültigen Bedingungen "**Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben; oder
- (d) wenn in den Endgültigen Bedingungen "**Vorausgegangener Geschäftstag-Konvention**" angegeben ist, auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen angepasst werden.

Anpassung der Zinsen. Falls der Fälligkeitstag einer Zahlung vorgezogen oder verschoben wird, wird der Zinsbetrag entsprechend angepasst.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen nicht angepasst werden.

Keine Anpassung der Zinsen. Der Gläubiger ist nicht berechtigt, etwaige weitere Zinsen oder sonstige Zahlungen aufgrund einer solchen Verschiebung zu verlangen.

(e) *Geschäftstag*. Für Zwecke der Absätze (a), (b), (c) oder (d) und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Geschäftstag**",

- (i) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) Zahlungen abwickeln; oder
- (ii) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

(3) *Zinsperiode.* Der Zeitraum zwischen dem Verzinsungsbeginn (einschließlich) und dem letzten Tag (einschließlich) vor dem ersten Zinszahlungstag sowie der Zeitraum von jedem Zinszahlungstag (einschließlich) bis zum letzten Tag (einschließlich) vor dem jeweils darauf folgenden Zinszahlungstag und letztmalig bis zum letzten Tag (einschließlich) vor dem Endfälligkeitstag wird nachstehend, wie in den Endgültigen Bedingungen angegeben, "**Zinsperiode**" genannt.

(4) *Referenzzinssatz.*

(a) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen **EURIBOR (Euro Interbank Offered Rate)** als Referenzzinssatz angegeben ist:*

- (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht dem gemäß den Absätzen (ii), (iii), (iv) oder (v) bestimmten und in den Endgültigen Bedingungen angegebenen EURIBOR-Satz für Euro-Einlagen für die jeweilige Zinsperiode und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz per annum angegebenen "**Marge**".

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Mindestzinssatz angegeben ist.

Mindestzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz niedriger ist als der in den Endgültigen Bedingungen angegebene Mindestzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Mindestzinssatz.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Höchstzinssatz angegeben ist.

Höchstzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz höher ist als der in den Endgültigen Bedingungen angegebene Höchstzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Höchstzinssatz.

- (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Variablen Zinssatz durch Bezugnahme auf den von den Mitgliedsbanken des EURIBOR-Panel quotierten EURIBOR-Satz für Euro-Einlagen für die betreffende Zinsperiode, der auf Reuters Seite EURIBOR01 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) um ca. 11.00 Uhr (Brüsseler Zeit) angezeigt wird und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iii) Sollte die in Absatz (ii) genannte Bildschirmseite nicht zur Verfügung stehen oder sollte zu der in Absatz (ii) festgelegten Zeit kein EURIBOR-Satz angezeigt werden, wird die Berechnungsstelle von vier ausgewählten Großbanken im Interbankenmarkt der Euro-Zone deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Euro-Einlagen für die betreffende Zinsperiode gegenüber führenden Banken im Interbankenmarkt der Euro Zone und über einen Betrag, der für eine einzelne Transaktion im Interbankenmarkt der Euro-Zone an dem betreffenden Zinsermittlungstag repräsentativ ist, um ca. 11.00 Uhr (Brüsseler Zeit) an dem betreffenden Zinsermittlungstag einholen. "**Euro-Zone**" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils gültigen Fassung eingeführt haben. Falls zwei oder mehr der vier ausgewählten Großbanken im Interbankenmarkt der Euro-Zone der Berechnungsstelle solche Angebotssätze nennen, ist der Variable Zinssatz für die betreffende Zinsperiode das von der Berechnungsstelle errechnete arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/1.000 %, wobei 0,0005 aufgerundet wird) dieser Angebotssätze und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iv) Falls an dem betreffenden Zinsermittlungstag nur eine oder keine der vier ausgewählten Großbanken im Interbankenmarkt der Euro-Zone der Berechnungsstelle die im vorstehenden Absatz (iii) beschriebenen Angebotssätze nennt, ist der Variable Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/1.000 %, wobei 0,0005 aufgerundet wird) der Sätze ermittelt, die von der Berechnungsstelle mit angemessener Sorgfalt ausgewählte Großbanken im Interbankenmarkt der Euro-Zone der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Brüsseler Zeit) an dem betreffenden Zinsermittlungstag Darlehen in Euro für die betreffende Zinsperiode gegenüber führenden europäischen Banken und über einen Betrag, der für eine einzelne Transaktion im Interbankenmarkt der Euro-Zone an dem betreffenden Zinsermittlungstag repräsentativ ist, anbieten und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (v) Kann an einem Zinsermittlungstag der EURIBOR-Satz nicht gemäß den Bestimmungen der Absätze (ii), (iii) oder (iv) festgestellt werden, wird der anwendbare Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Der für die Berechnung des anwendbaren Variablen Zinssatzes maßgebende EURIBOR-Satz ist hierbei der zuletzt veröffentlichte EURIBOR-Satz, der auf Reuters Seite EURIBOR01 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer

Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt wird und von der Berechnungsstelle für Euro-Einlagen für die betreffende Zinsperiode ermittelt werden kann.

- (vi) Sollte der EURIBOR-Satz für die jeweilige in den Endgültigen Bedingungen festgelegte Zinsperiode entfallen und ein geeigneter Ersatz-Referenzzinssatz zur Verfügung stehen, der entweder als Nachfolger des EURIBOR-Satzes offiziell bekanntgegeben wird oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin dem EURIBOR-Satz in seiner Zusammensetzung möglichst nahekommt, tritt an die Stelle des EURIBOR-Satzes für die Restlaufzeit der Schuldverschreibungen dieser Ersatz-Referenzzinssatz. Voraussetzung hierfür ist, dass der Ersatz-Referenzzinssatz gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt wird, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt wird und der Ersatz-Referenzzinssatz sowie der Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 12 dieser Anleihebedingungen bekannt zu machen.
- (vii) Sollte der EURIBOR-Satz für die jeweilige in den Endgültigen Bedingungen festgelegte Zinsperiode entfallen und kein geeigneter Ersatz-Referenzzinssatz gemäß Absatz (vi) zur Verfügung stehen, können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 12 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückgezahlt werden.

Geschäftstag im Sinne dieses Absatzes (a) bezeichnet einen Tag, an dem Zahlungen über das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) abgewickelt werden können.

- (b) Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen **LIBOR (London Interbank Offered Rate)** als Referenzzinssatz angegeben ist:

- (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht dem gemäß den Absätzen (ii), (iii), (iv) oder (v) bestimmten und in den Endgültigen Bedingungen angegebenen LIBOR-Satz für Einlagen in der in den Endgültigen Bedingungen festgelegten Währung für die jeweilige Zinsperiode und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz per annum angegebenen "**Marge**".

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Mindestzinssatz angegeben ist.

Mindestzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz niedriger ist als der in den Endgültigen Bedingungen angegebene Mindestzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Mindestzinssatz.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Höchstzinssatz angegeben ist.

Höchstzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz höher ist als der in den Endgültigen Bedingungen angegebene Höchstzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Höchstzinssatz.

- (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Variablen Zinssatz durch Bezugnahme auf den LIBOR-Satz für Einlagen in der festgelegten Währung für die betreffende Zinsperiode, der auf Reuters Seite LIBOR01 oder LIBOR02 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) um ca. 11.00 Uhr (Londoner Zeit) angezeigt wird und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iii) Sollte die in Absatz (ii) genannte Bildschirmseite nicht zur Verfügung stehen oder sollte zu der in Absatz (ii) festgelegten Zeit kein LIBOR-Satz angezeigt werden, wird die Berechnungsstelle von vier ausgewählten Großbanken im Londoner Interbankenmarkt deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen der in den Endgültigen Bedingungen festgelegten Währung für die betreffende Zinsperiode gegenüber führenden Banken im Londoner Interbankenmarkt und über einen Betrag, der für eine einzelne Transaktion im Londoner Interbankenmarkt an dem betreffenden Zinsermittlungstag repräsentativ ist, um ca. 11.00 Uhr (Londoner Zeit) an dem betreffenden Zinsermittlungstag einholen. Falls zwei oder mehr der vier ausgewählten Großbanken im Londoner Interbankenmarkt der Berechnungsstelle solche Angebotssätze nennen, ist der Variable Zinssatz für die betreffende Zinsperiode das von der Berechnungsstelle errechnete arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) dieser Angebotssätze und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iv) Falls an dem betreffenden Zinsermittlungstag nur eine oder keine der vier ausgewählten Großbanken im Londoner Interbankenmarkt der Berechnungsstelle die im vorstehenden Absatz (iii) beschriebenen Angebotssätze nennt, ist der Variable Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) der Sätze ermittelt, die von der Berechnungsstelle mit angemessener Sorgfalt ausgewählte Großbanken im Londoner Interbankenmarkt der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Londoner Zeit) an dem betreffenden Zinsermittlungstag Darlehen in der in den Endgültigen Bedingungen festgelegten Währung für die betreffende Zinsperiode gegenüber führenden

europäischen Banken und über einen Betrag, der für eine einzelne Transaktion im Londoner Interbankenmarkt an dem betreffenden Zinsermittlungstag repräsentativ ist, anbieten und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.

- (v) Kann an einem Zinsermittlungstag der LIBOR-Satz nicht gemäß den Bestimmungen der Absätze (ii), (iii) oder (iv) festgestellt werden, wird der anwendbare Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Der für die Berechnung des anwendbaren Variablen Zinssatzes maßgebende LIBOR-Satz ist hierbei der zuletzt veröffentlichte LIBOR-Satz, der auf Reuters Seite LIBOR01 oder LIBOR02 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt wird und von der Berechnungsstelle für Einlagen in der festgelegten Währung für die betreffende Zinsperiode ermittelt werden kann.
- (vi) Sollte der LIBOR-Satz für Einlagen der in den Endgültigen Bedingungen festgelegten Währung für die jeweilige Zinsperiode entfallen und ein geeigneter Ersatz-Referenzzinssatz zur Verfügung stehen, der entweder als Nachfolger des LIBOR-Satzes offiziell bekanntgegeben wird oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin dem LIBOR-Satz in seiner Zusammensetzung möglichst nahekommt, tritt an die Stelle des LIBOR-Satzes für die Restlaufzeit der Schuldverschreibungen dieser Ersatz-Referenzzinssatz. Voraussetzung hierfür ist, dass der Ersatz-Referenzzinssatz gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt wird, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt wird und der Ersatz-Referenzzinssatz sowie der Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 12 dieser Anleihebedingungen bekannt zu machen.
- (vii) Sollte der LIBOR-Satz für Einlagen der in den Endgültigen Bedingungen festgelegten Währung für die jeweilige Zinsperiode entfallen und kein geeigneter Ersatz-Referenzzinssatz gemäß Absatz (vi) zur Verfügung stehen, können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 12 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückgezahlt werden.

Geschäftstag im Sinne dieses Absatzes (b) bezeichnet einen Tag (außer einem Samstag oder einem Sonntag), an dem Geschäftsbanken in London und in dem in den Endgültigen Bedingungen angegebenen Hauptfinanzzentrum des Landes der entsprechenden Währung für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

- (c) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen ein **CMS (Constant Maturity Swap) Satz** als Referenzzinssatz angegeben ist:*

- (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht dem gemäß den Absätzen (ii), (iii) oder (iv) bestimmten und in den Endgültigen Bedingungen angegebenen Jahres-Swapsatz für die in den Endgültigen Bedingungen angegebene Währung (der betreffende mittlere Swapsatz gegen den entsprechenden in den Endgültigen Bedingungen angegebenen Referenzzinssatz) (der "**Swapsatz**") und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz per annum angegebenen "**Marge**".

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Mindestzinssatz angegeben ist.

Mindestzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz niedriger ist als der in den Endgültigen Bedingungen angegebene Mindestzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Mindestzinssatz.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Höchstzinssatz angegeben ist.

Höchstzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz höher ist als der in den Endgültigen Bedingungen angegebene Höchstzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Höchstzinssatz.

- (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Zinssatz durch Bezugnahme auf den auf der in den Endgültigen Bedingungen festgelegten Reuters Seite (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) zu der in den Endgültigen Bedingungen angegebenen Uhrzeit quotierten Swapsatz und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iii) Sollte die Bildschirmseite gemäß Absatz (ii) nicht zur Verfügung stehen oder sollte zu der gemäß Absatz (ii) festgelegten Zeit kein Swapsatz angezeigt werden, wird die Berechnungsstelle von fünf führenden Swap-Händlern im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) deren Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für den betreffenden Jahres-Durchschnitts-Swapsatz für die betreffende Zinsperiode gegenüber einem anerkannten Swap-Händler im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) und über einen Betrag, der für eine einzelne

Swap-Transaktion im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) an dem betreffenden Zinsermittlungstag repräsentativ ist, zu der in den Endgültigen Bedingungen angegebenen Uhrzeit an dem betreffenden Zinsermittlungstag einholen. "Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils gültigen Fassung eingeführt haben. Falls mindestens drei der fünf angefragten führenden Swap-Händler im Interbankenmarkt der Euro Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) der Berechnungsstelle solche Angebotssätze nennen, ist der Variable Zinssatz für die betreffende Zinsperiode das von der Berechnungsstelle errechnete arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) dieser Angebotssätze, wobei der höchste Angebotssatz (bzw. bei mehreren gleich hohen Angebotssätzen einer der höchsten Sätze) und der niedrigste Angebotssatz (bzw. bei mehreren gleich niedrigen Angebotssätzen einer der niedrigsten Sätze) unberücksichtigt bleiben, und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.

- (iv) Kann an einem Zinsermittlungstag der Swapsatz nicht gemäß den Bestimmungen der Absätze (ii) oder (iii) festgestellt werden, wird der Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Der für die Berechnung des anwendbaren Variablen Zinssatzes maßgebende Swapsatz ist hierbei der zuletzt veröffentlichte Swapsatz, der auf der in den Endgültigen Bedingungen festgelegten Reuters Seite (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt wird und von der Berechnungsstelle für die betreffende Zinsperiode ermittelt werden kann.
- (v) Sollte der Swapsatz für die jeweilige Zinsperiode entfallen und ein geeigneter Ersatz-Referenzzinssatz zur Verfügung stehen, der entweder als Nachfolger des Swapsatzes offiziell bekanntgegeben wird oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin dem Swapsatz in seiner Zusammensetzung möglichst nahekommt, tritt an die Stelle des Swapsatzes für die Restlaufzeit der Schuldverschreibungen dieser Ersatz-Referenzzinssatz. Voraussetzung hierfür ist, dass der Ersatz-Referenzzinssatz gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt wird, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt wird und der Ersatz-Referenzzinssatz sowie der Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 12 dieser Anleihebedingungen bekannt zu machen.
- (vi) Sollte der Swapsatz für die jeweilige Zinsperiode entfallen und kein geeigneter Ersatz-Referenzzinssatz gemäß Absatz (v) zur Verfügung stehen, können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 12 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückgezahlt werden.

Wenn die Schuldverschreibungen auf Euro lauten, bezeichnet Geschäftstag im Sinne dieses Absatzes (c) einen Tag, an dem Zahlungen über das Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) abgewickelt werden können. Wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, bezeichnet Geschäftstag im Sinne dieses Absatzes (c) einen Tag (außer einem Samstag oder einem Sonntag), an dem Geschäftsbanken in dem in den Endgültigen Bedingungen angegebenen Hauptfinanzzentrum des Landes der entsprechenden Währung für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

- (d) Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen eine **Differenz zwischen zwei CMS (Constant Maturity Swap) Sätzen** als Referenzzinssatz angegeben ist:
- (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht der Differenz (ausgedrückt als Prozentsatz per annum) zwischen den zwei gemäß den Absätzen (ii), (iii) oder (iv) bestimmten und in den Endgültigen Bedingungen angegebenen Jahres-Swapsätzen für die in den Endgültigen Bedingungen angegebene Währung (jeweils der betreffende mittlere Swapsatz gegen den entsprechenden in den Endgültigen Bedingungen angegebenen Referenzzinssatz) (die "**Swapsätze**") und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz per annum angegebenen "**Marge**".

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Mindestzinssatz angegeben ist.

Mindestzinssatz. Wenn der gemäß den Bestimmungen dieses Absatzes (d) für eine Zinsperiode ermittelte Variable Zinssatz niedriger ist als der in den Endgültigen Bedingungen angegebene Mindestzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Mindestzinssatz.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Höchstzinssatz angegeben ist.

Höchstzinssatz. Wenn der gemäß den Bestimmungen dieses Absatzes (d) für eine Zinsperiode ermittelte Variable Zinssatz höher ist als der in den Endgültigen Bedingungen angegebene Höchstzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Höchstzinssatz.

- (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Zinssatz durch Bezugnahme auf die auf der in den Endgültigen Bedingungen festgelegten Reuters Seite (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) zu der in den Endgültigen Bedingungen angegebenen Uhrzeit quotierten Swapsätze und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iii) Sollte die Bildschirmseite gemäß Absatz (ii) nicht zur Verfügung stehen oder sollten zu der gemäß Absatz (ii) festgelegten Zeit keine Swapsätze angezeigt werden, wird die Berechnungsstelle von fünf führenden Swap-Händlern im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) deren Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für die betreffenden Jahres-Durchschnitts-Swapsätze für die betreffende Zinsperiode gegenüber einem anerkannten Swap-Händler im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) und über einen Betrag, der für eine einzelne Swap-Transaktion im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) an dem betreffenden Zinsermittlungstag repräsentativ ist, zu der in den Endgültigen Bedingungen angegebenen Uhrzeit an dem betreffenden Zinsermittlungstag einholen. "**Euro-Zone**" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils gültigen Fassung eingeführt haben. Falls mindestens drei der fünf angefragten führenden Swap-Händler im Interbankenmarkt der Euro Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) der Berechnungsstelle solche Angebotssätze nennen, so entsprechen die Swapsätze für die betreffende Zinsperiode jeweils dem von der Berechnungsstelle errechneten arithmetischen Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) dieser Angebotssätze, wobei der höchste Angebotssatz (bzw. bei mehreren gleich hohen Angebotssätzen einer der höchsten Sätze) und der niedrigste Angebotssatz (bzw. bei mehreren gleich niedrigen Angebotssätzen einer der niedrigsten Sätze) unberücksichtigt bleiben, und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iv) Können an einem Zinsermittlungstag die Swapsätze nicht gemäß den Bestimmungen der Absätze (ii) oder (iii) festgestellt werden, wird der Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Die für die Berechnung des anwendbaren Variablen Zinssatzes maßgebenden Swapsätze sind hierbei die zuletzt veröffentlichten Swapsätze, die auf der in den Endgültigen Bedingungen festgelegten Reuters Seite (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt werden und von der Berechnungsstelle für die betreffende Zinsperiode ermittelt werden können.
- (v) Sollten die Swapsätze für die jeweilige Zinsperiode entfallen und geeignete Ersatz-Referenzzinssätze zur Verfügung stehen, die entweder als Nachfolger der Swapsätze offiziell bekanntgegeben werden oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin den Swapsätzen in ihrer Zusammensetzung möglichst nahekommen, treten an die Stelle der Swapsätze für die Restlaufzeit der Schuldverschreibungen diese Ersatz-Referenzzinssätze. Voraussetzung hierfür ist, dass die Ersatz-Referenzzinssätze gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt werden, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt werden und die Ersatz-Referenzzinssätze sowie der Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 12 dieser Anleihebedingungen bekannt zu machen.
- (vi) Sollten die Swapsätze für die jeweilige Zinsperiode entfallen und keine geeigneten Ersatz-Referenzzinssätze gemäß Absatz (v) zur Verfügung stehen, können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 12 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückgezahlt werden.

Wenn die Schuldverschreibungen auf Euro lauten, bezeichnet Geschäftstag im Sinne dieses Absatzes (d) einen Tag, an dem Zahlungen über das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) abgewickelt werden können. Wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, bezeichnet Geschäftstag im Sinne dieses Absatzes (d) einen Tag (außer einem Samstag oder einem Sonntag), an dem Geschäftsbanken in dem in den Endgültigen Bedingungen angegebenen Hauptfinanzzentrum des Landes der entsprechenden Währung für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

(5) **Zinsbetrag.** Die Berechnungsstelle errechnet an jedem Zinsermittlungstag den auf den Gesamtnennbetrag der Schuldverschreibungen (wie in den Endgültigen Bedingungen angegeben) und/oder auf die Festgelegte Stückelung der Schuldverschreibungen (wie in den Endgültigen Bedingungen angegeben) entfallenden Zinsbetrag (der "**Zinsbetrag**") für die entsprechende Zinsperiode durch Multiplikation des auf die entsprechende Zinsperiode anzuwendenden Variablen Zinssatzes mit dem Gesamtnennbetrag der Schuldverschreibungen und/oder der Festgelegten Stückelung der Schuldverschreibungen, wobei das Produkt mit dem Zinstagequotienten (wie in nachstehendem Absatz (6) definiert und in den Endgültigen

Bedingungen angegeben) multipliziert wird. Der so errechnete Zinsbetrag wird auf die kleinste Einheit der jeweiligen Währung gerundet. Eine halbe Einheit dieser Währung wird aufgerundet.

(6) *Zinstagequotient*. "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

- (a) wenn in den Endgültigen Bedingungen "**Actual/Actual (ICMA-Regelung 251)**" angegeben ist:
 - (aa) im Fall, dass der Zinsberechnungszeitraum kürzer ist als die Feststellungsperiode (wie nachstehend definiert) in die das Ende des Zinsberechnungszeitraums fällt, oder, im Fall, dass der Zinsberechnungszeitraum der Feststellungsperiode entspricht, die Anzahl von Tagen in diesem Zinsberechnungszeitraum dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der in den Endgültigen Bedingungen angegebenen "**Anzahl der ICMA-Feststellungstage in einem Kalenderjahr**"; oder
 - (ab) im Fall, dass der Zinsberechnungszeitraum länger ist als die Feststellungsperiode (wie nachstehend definiert), in die das Ende des Zinsberechnungszeitraums fällt, die Summe aus
 - (i) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr; und
 - (ii) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr.

"**Feststellungsperiode**" bezeichnet den Zeitraum von einem "**ICMA-Feststellungstag**" (einschließlich) (wie in den Endgültigen Bedingungen angegeben) bis zum nächsten ICMA-Feststellungstag (ausschließlich); dies schließt dann, wenn der Verzinsungsbeginn kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag vor dem Verzinsungsbeginn anfängt, und dann, wenn der letzte Zinszahlungstag kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag nach dem letzten Zinszahlungstag endet; oder

- (b) wenn in den Endgültigen Bedingungen "**Actual/365 (Fixed)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365; oder
- (c) wenn in den Endgültigen Bedingungen "**Actual/365 (Sterling)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 oder, wenn der Zinszahlungstag in ein Schaltjahr fällt, 366; oder
- (d) wenn in den Endgültigen Bedingungen "**Actual/360**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360; oder
- (e) wenn in den Endgültigen Bedingungen "**30/360, 360/360 oder Bond Basis**" angegeben ist: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltene Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist); oder
- (f) wenn in den Endgültigen Bedingungen "**30E/360 oder Eurobond Basis**" angegeben ist: die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt).

(7) *Bekanntmachung von Variablem Zinssatz, Zinsbetrag und Zinszahlungstag*. Die Berechnungsstelle veranlasst die Bekanntmachung des für die entsprechende Zinsperiode ermittelten Variablen Zinssatzes, des auf den Gesamtnennbetrag der Schuldverschreibungen und/oder auf die festgelegte Stückelung der Schuldverschreibungen zu zahlenden Zinsbetrages und des Zinszahlungstages unverzüglich gemäß § 12 dieser Anleihebedingungen. Im Falle einer Verlängerung oder einer Verkürzung der Zinsperiode können von der Berechnungsstelle der zahlbare Zinsbetrag sowie der Zinszahlungstag nachträglich berichtigt oder andere geeignete Anpassungsregelungen getroffen werden, ohne dass es dafür einer weiteren Bekanntmachung bedarf. Im Übrigen und soweit die Zinsermittlung gemäß den vorangegangenen Absätzen (1) bis (6) erfolgt, sind die Ermittlung der jeweiligen Variablen Zinssätze und der jeweils zahlbaren Zinsbeträge für alle Beteiligten bindend. Den Gläubigern stehen gegen die Berechnungsstelle keine Ansprüche wegen der Art der Wahrnehmung oder der Nichtwahrnehmung der sich aus diesem Absatz (7) ergebenden Rechte, Pflichten oder Ermessensbefugnisse zu.

(8) *Auflaufende Zinsen*. Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden. Falls die Emittentin die Schuldverschreibungen bei Endfälligkeit nicht oder nicht vollständig einlöst, erfolgt die Verzinsung des ausstehenden Gesamtnennbetrages der Schuldverschreibungen von dem Endfälligkeitstag

gemäß § 3 dieser Anleihebedingungen bis zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht, in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen³⁰.

§ 3 Rückzahlung

Rückzahlung bei Endfälligkeit. Soweit nicht zuvor bereits zurückgezahlt oder angekauft und entwertet, wird die Emittentin die Schuldverschreibungen zu ihrem Nennbetrag an dem in den Endgültigen Bedingungen angegebenen Endfälligkeitstag (der "**Endfälligkeitstag**") zurückzahlen.

§ 4 Vorzeitige Rückzahlung

(1) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Emittentin das Recht hat, die Schuldverschreibungen vorzeitig zu kündigen (Call Option):*

Vorzeitige Rückzahlung nach Wahl der Emittentin (Call Option). Die Emittentin ist über die Kündigung gemäß § 2 Absatz (4) (a) (vii), § 2 Absatz (4) (b) (vii), § 2 Absatz (4) (c) (vi), § 2 Absatz (4) (d) (vi) oder § 9 Absatz (2) (b) dieser Anleihebedingungen hinaus berechtigt, die Schuldverschreibungen insgesamt, jedoch nicht teilweise, unter Einhaltung einer in den Endgültigen Bedingungen angegebenen "**Mindestkündigungsfrist**" durch Bekanntmachung gemäß § 12 dieser Anleihebedingungen zu dem/den in den Endgültigen Bedingungen angegebenen "**Wahlrückzahlungstag(en) (Call)**" zu kündigen und zum entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückzuzahlen.

(2) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass ein Gläubiger das Recht hat, die Schuldverschreibungen vorzeitig zu kündigen (Put Option):*

Vorzeitige Rückzahlung nach Wahl eines Gläubigers (Put Option). Jeder Gläubiger ist über die Kündigung gemäß § 5 Absatz (1) dieser Anleihebedingungen hinaus berechtigt, seine Schuldverschreibungen unter Einhaltung einer in den Endgültigen Bedingungen angegebenen "**Mindestkündigungsfrist**" zu dem/den in den Endgültigen Bedingungen angegebenen "**Wahlrückzahlungstag(en) (Put)**" zu kündigen. Die Emittentin hat eine Schuldverschreibung nach Ausübung des entsprechenden Kündigungsrechts durch einen Gläubiger am/an den in den Endgültigen Bedingungen angegebenen Wahlrückzahlungstag(en) (Put) zum entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückzuzahlen.

Die Ausübung des Kündigungsrechts durch einen Gläubiger erfolgt durch Mitteilung in Textform in deutscher oder englischer Sprache ("**Kündigungserklärung**") gegenüber der in den Endgültigen Bedingungen angegebenen Geschäftsstelle der Emissionsstelle. Die Kündigungserklärung muss bis spätestens 17.00 Uhr (Frankfurter Zeit) an dem Geschäftstag, der dem ersten Geschäftstag einer in den Endgültigen Bedingungen angegebenen Mindestkündigungsfrist vorangeht, zugehen. Ansonsten ist das Kündigungsrecht nicht wirksam ausgeübt. Die Kündigungserklärung hat anzugeben:

- (a) den Gesamtnennbetrag der Schuldverschreibungen, für die das Kündigungsrecht ausgeübt wird;
- (b) die Wertpapier-Kenn-Nummer(n); und,
- (c) wenn in den Endgültigen Bedingungen CBF als Clearing System angegeben ist, Kontaktdaten sowie eine Kontoverbindung.

Für die Kündigungserklärung kann ein Formblatt verwendet werden, das bei der in den Endgültigen Bedingungen angegebenen Geschäftsstelle der Emissionsstelle erhältlich ist, und das weitere Hinweise enthält. Der Kündigungserklärung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Kündigungserklärung Inhaber der betreffenden Schuldverschreibungen ist. Der Nachweis kann durch eine Bescheinigung der entsprechenden Depotbank (wie in § 13 Absatz (3) dieser Anleihebedingungen definiert) oder auf andere geeignete Weise erbracht werden. Eine wirksam abgegebene Kündigungserklärung ist unwiderruflich. Die Rückzahlung der Schuldverschreibungen, auf die sich die Kündigungserklärung bezieht, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.

(3) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Emittentin und/oder ein Gläubiger kein Recht haben, die Schuldverschreibungen vorzeitig zu kündigen:*

Keine Vorzeitige Rückzahlung nach Wahl der Emittentin und/oder eines Gläubigers. Weder die Emittentin noch ein Gläubiger ist zur Kündigung der Schuldverschreibungen berechtigt.

§ 5 Kündigung aus wichtigem Grund / Vorzeitiger Rückzahlungsbetrag

(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibungen aus wichtigem Grund zu kündigen und deren sofortige Rückzahlung zu einem Vorzeitigen Rückzahlungsbetrag gemäß Absatz (3) zu verlangen. Ein wichtiger Grund liegt insbesondere dann vor, wenn

³⁰ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Bürgerliches Gesetzbuch.

- (a) die Emittentin Beträge, die auf die Schuldverschreibungen zu leisten sind, nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder
- (b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus diesen Anleihebedingungen unterlässt und die Unterlassung länger als 45 Tage fort dauert, nachdem der Emissionsstelle eine Mahnung in Textform zugegangen ist, durch die die Emittentin von einem Gläubiger aufgefordert wird, die Verpflichtung zu erfüllen oder zu beachten; oder
- (c) die Emittentin ihre Zahlungen einstellt oder ihre Zahlungsunfähigkeit bekannt gibt; oder
- (d) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, ein solches Verfahren eingeleitet und nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt worden ist oder die für die Emittentin zuständige Aufsichtsbehörde oder Abwicklungsbehörde ein solches Verfahren beantragt; oder
- (e) die Emittentin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung, Zusammenlegung oder anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung und die andere oder neue Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin im Zusammenhang mit diesen Anleihebedingungen eingegangen ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Benachrichtigung.* Eine Benachrichtigung oder Kündigung gemäß Absatz (1) ist in Textform in deutscher oder englischer Sprache gegenüber der in den Endgültigen Bedingungen angegebenen Geschäftsstelle der Emissionsstelle zu erklären, zusammen mit einem Nachweis, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung oder Kündigung Inhaber der betreffenden Schuldverschreibungen ist. Der Nachweis kann durch eine Bescheinigung der entsprechenden Depotbank (wie in § 13 Absatz (3) dieser Anleihebedingungen definiert) oder auf andere geeignete Weise erbracht werden.

(3) *Vorzeitiger Rückzahlungsbetrag.* Die Rückzahlung der Schuldverschreibungen erfolgt bei einer Kündigung nach Absatz (1), nach § 2 Absatz (4) (a) (vii), nach § 2 Absatz (4) (b) (vii), nach § 2 Absatz (4) (c) (vi), nach § 2 Absatz (4) (d) (vi), nach § 4 Absatz (1), nach § 4 Absatz (2) oder nach § 9 Absatz (2) (b) dieser Anleihebedingungen zu einem Betrag (der "**Vorzeitige Rückzahlungsbetrag**"), der sich wie folgt bestimmt:

Der Vorzeitige Rückzahlungsbetrag ist der Nennbetrag zuzüglich etwaiger Stückzinsen.

§ 6

Zahlungen / Emissionsstelle / Zahlstelle / Berechnungsstelle

(1) *Zahlungen von Kapital und/oder Zinsen/Erfüllung.* Sämtliche gemäß diesen Anleihebedingungen zahlbaren Beträge sind von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger zu zahlen. Die Emittentin wird durch Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht gegenüber den Gläubigern befreit.

(2) *Der nachfolgende Absatz findet Anwendung, wenn Zinszahlungen auf eine Vorläufige Globalurkunde erfolgen sollen.*

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (3) von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (4) (b) dieser Anleihebedingungen.

(3) *Zahlungsweise.* Zahlungen fälliger Beträge auf die Schuldverschreibungen erfolgen in der in den Endgültigen Bedingungen angegebenen frei konvertierbaren Währung, die am entsprechenden Fälligkeitstag die gesetzliche Währung des Staates der festgelegten Währung ist. Unbeschadet der Bestimmungen in § 9 dieser Anleihebedingungen unterliegen die Zahlungen fälliger Beträge auf die Schuldverschreibungen in allen Fällen (i) den hierfür am Zahlungsort geltenden steuerlichen und sonstigen Gesetzen und Vorschriften, und (ii) einem Einbehalt oder Abzug, der gemäß einer in § 1471 (b) des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung beschriebenen Vereinbarung erforderlich ist oder anderweitig gemäß §§ 1471 bis 1474 des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung (allgemein bekannt als FATCA) oder gemäß darauf gestützter Bestimmungen oder Vereinbarungen oder gemäß deren offizieller Auslegung oder gemäß eines Gesetzes zur Umsetzung einer diesbezüglichen zwischenstaatlichen Vorgehensweise auferlegt wird.

(4) *Zahltag.* Fällt der Endfälligkeitstag in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Zahltag**",

- (a) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder
- (b) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

(5) *Hinterlegung von Kapital und/oder Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapital- und/oder Zinsbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Endfälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der Gläubiger gegen die Emittentin.

(6) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle (wie in den Endgültigen Bedingungen angegeben) zu ändern oder zu beenden und eine andere Emissionsstelle und/oder zusätzliche oder andere Zahlstellen und/oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt eine Emissionsstelle und/oder Zahlstelle (die die Emissionsstelle sein kann) und/oder Berechnungsstelle (die die Emissionsstelle sein kann) unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 12 dieser Anleihebedingungen vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert werden.

(7) *Beauftragte der Emittentin.* Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle handeln in ihrer Eigenschaft als solche ausschließlich als Beauftragte der Emittentin, und es besteht kein Auftrags- oder Treuhandverhältnis zwischen der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle und den Gläubigern der Schuldverschreibungen. Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle haften dafür, dass sie Erklärungen abgeben, nicht abgeben, entgegennehmen oder Handlungen vornehmen oder unterlassen nur, wenn und soweit sie dabei die Sorgfalt eines ordentlichen Kaufmanns verletzt haben.

§ 7 Vorlegungsfrist

Vorlegungsfrist. Die in § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch bestimmte Vorlegungsfrist für fällige Schuldverschreibungen wird auf zehn Jahre abgekürzt. Die Verjährungsfrist für innerhalb der Vorlegungsfrist vorgelegte Schuldverschreibungen beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

§ 8 Status

Status. Die Schuldverschreibungen begründen nicht besicherte und bevorrechtigte nicht nachrangige Verbindlichkeiten der Emittentin, die

- (a) untereinander und mit allen anderen nicht besicherten und bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin *gleichrangig* sind;
- (b) *vorrangig* sind gegenüber (i) nicht besicherten und nicht bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin, (ii) nachrangigen Verbindlichkeiten der Emittentin, bei denen es sich nicht um zusätzliches Kernkapital oder Ergänzungskapital handelt, (iii) Kapitalinstrumenten des Ergänzungskapitals, (iv) Kapitalinstrumenten des zusätzlichen Kernkapitals und (v) Kapitalinstrumenten des harten Kernkapitals;
- (c) *nachrangig* sind gegenüber Verbindlichkeiten der Emittentin, die nach geltenden Rechtsvorschriften *vorrangig* sind.

§ 9 Steuern / Vorzeitige Rückzahlung aus steuerlichen Gründen

(1) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass für die Schuldverschreibungen keine Quellensteuerausgleichsklausel Anwendung findet.*

Quellensteuer. Sämtliche auf die Schuldverschreibungen zahlbaren Kapital- und/oder Zinsbeträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland durch Einbehalt oder Abzug an der Quelle (Quellensteuer) auferlegt oder erhoben werden, es sei denn, dieser Einbehalt oder Abzug ist gesetzlich vorgeschrieben.

(2) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass für die Schuldverschreibungen eine Quellensteuerausgleichsklausel Anwendung findet.*

- (a) *Quellensteuer.* Sämtliche auf die Schuldverschreibungen zahlbaren Kapital- und/oder Zinsbeträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland durch Einbehalt oder Abzug an der Quelle (Quellensteuer) auferlegt oder erhoben werden, es sei denn, dieser Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In diesem Fall wird die Emittentin diejenigen zusätzlichen Beträge (die "**Zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen an Kapital und/oder Zinsen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher Zusätzlichen Beträge besteht jedoch nicht im Hinblick auf Steuern, Abgaben oder Gebühren,
 - (i) wenn die Zahlungen an einen Gläubiger oder einen Dritten für einen Gläubiger erfolgen, der derartige Steuern, Abgaben oder Gebühren in Bezug auf die Schuldverschreibungen aufgrund anderer Beziehungen zur Bundesrepublik Deutschland oder einem Mitgliedstaat der Europäischen Union schuldet als dem bloßen Umstand,

dass er (x) Gläubiger ist oder (y) Kapital, Zinsen oder einen sonstigen Betrag in Bezug auf die Schuldverschreibungen entgegengenommen hat; oder

- (ii) wenn die Schuldverschreibungen mehr als 30 Tage nach Fälligkeit der betreffenden Zahlungen von Kapital und/oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 12 dieser Anleihebedingungen vorgelegt werden; dies gilt nicht, soweit der betreffende Gläubiger Anspruch auf solche zusätzlichen Beträge gehabt hätte, wenn er die Schuldverschreibungen am Ende oder vor Ablauf der Frist von 30 Tagen zur Zahlung vorgelegt hätte; oder
 - (iii) wenn diese Steuern, Abgaben oder Gebühren aufgrund (x) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (y) einer zwischenstaatlichen Vereinbarung oder eines internationalen Abkommens über deren Besteuerung, an der die Bundesrepublik Deutschland oder an dem die Europäische Union beteiligt ist, oder (z) einer gesetzlichen Vorschrift, die diese Richtlinie, diese Verordnung, diese zwischenstaatliche Vereinbarung oder dieses internationale Abkommen umsetzt oder befolgt oder die eingeführt wurde, um dieser Richtlinie, dieser Verordnung, dieser zwischenstaatlichen Vereinbarung oder diesem internationalen Abkommen nachzukommen, einzubehalten oder abzuziehen sind; oder
 - (iv) wenn hinsichtlich der Schuldverschreibungen ein Einbehalt oder Abzug nur deswegen erfolgt, weil diese Schuldverschreibungen von einer Bank in der Bundesrepublik Deutschland, die diese Schuldverschreibungen verwahrt hat oder noch verwahrt, für den betreffenden Gläubiger zur Zahlung eingezogen werden; oder
 - (v) soweit der Einbehalt oder Abzug gemäß §§ 1471 bis 1474 des U.S. Internal Revenue Code von 1986 in seiner jeweils gültigen Fassung (der "**Internal Revenue Code**"), jeder gegenwärtigen oder zukünftigen Verordnung oder offiziellen Auslegung davon, jeder Vereinbarung, die gemäß § 1471 (b) des Internal Revenue Codes eingegangen wurde oder jeder steuerlichen oder regulatorischen Gesetzgebung, sowie steuerlichen und regulatorischen Gesetzen oder Vorgehensweisen, die aus dem Vorhergehenden resultieren, oder, die nach einer zwischenstaatlichen Vereinbarung, die zur Umsetzung der Bestimmungen des Internal Revenue Code geschlossen wurde, vorzunehmen ist; oder
 - (vi) wenn hinsichtlich der Schuldverschreibungen derartige Steuern, Abgaben oder Gebühren auf andere Weise als durch Einbehalt oder Abzug von Kapital und/oder Zinsen erhoben werden.
- (b) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 12 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Steuer- oder Abgabengesetze und -vorschriften (vorausgesetzt diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag zur Zahlung von Zusätzlichen Beträgen (wie in Absatz (a) definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche Zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von Zusätzlichen Beträgen oder zum Einbehalt oder Abzug nicht mehr wirksam ist. Der für die Rückzahlung festgelegte Termin muss ein Zinszahlungstag sein.

Eine solche Kündigung hat gemäß § 12 dieser Anleihebedingungen zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Kündigungsrecht der Emittentin begründenden Umstände darlegt.

§ 10 Ersetzung

(1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital und/oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger, eine andere Gesellschaft (die "**Nachfolgeschuldnerin**") als Hauptschuldnerin für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen an die Stelle der Emittentin zu setzen. Voraussetzung dafür ist, dass:

- (a) die Nachfolgeschuldnerin sämtliche sich aus und im Zusammenhang mit diesen Schuldverschreibungen ergebenden Verpflichtungen erfüllen kann und insbesondere die hierzu erforderlichen Beträge ohne Beschränkungen in derjenigen Währung, auf die die Schuldverschreibungen lauten, an das Clearing System transferieren kann und
- (b) die Nachfolgeschuldnerin alle etwa notwendigen Genehmigungen der Behörden des Landes, in dem sie ihren Sitz hat, erhalten hat und
- (c) die Nachfolgeschuldnerin in geeigneter Form nachweist, dass sie alle Beträge, die zur Erfüllung der Zahlungsverpflichtungen aus oder in Zusammenhang mit diesen Schuldverschreibungen erforderlich sind, ohne die Notwendigkeit einer Einbehaltung von irgendwelchen Steuern, Abgaben oder Gebühren an der Quelle an das Clearing System transferieren darf und

- (d) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder Gebühren freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden, und
 - (e) die Emittentin (für diesen Fall auch "**Garantin**" genannt) unbedingt und unwiderruflich die Verpflichtungen der Nachfolgeschuldnerin aus diesen Anleihebedingungen garantiert.
- (2) *Bekanntmachung.* Ein solcher Schuldnerwechsel ist gemäß § 12 dieser Anleihebedingungen bekannt zu machen.
- (3) *Änderung von Bezugnahmen.* Im Falle eines solchen Schuldnerwechsels gilt (i) jede Nennung der Emittentin in diesen Anleihebedingungen als auf die Nachfolgeschuldnerin bezogen und (ii) soll das Recht der Gläubiger, entsprechend § 5 Absatz (1) dieser Anleihebedingungen ihre Schuldverschreibungen zur sofortigen Rückzahlung zum Vorzeitigen Rückzahlungsbetrag zu kündigen, auch gegeben sein, wenn eines der in § 5 Absatz (1) (c) bis (e) dieser Anleihebedingungen genannten Ereignisse in Bezug auf die Garantin eintritt.
- (4) *Gültigkeit.* Nach Ersetzung der Emittentin durch eine Nachfolgeschuldnerin gilt dieser § 10 erneut.

§ 11

Begebung weiterer Schuldverschreibungen / Ankauf / Entwertung

- (1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Valutierungstages und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden und den Gesamtnebbetrag der Serie erhöhen.
- (2) *Ankauf.* Die Emittentin ist jederzeit berechtigt, Schuldverschreibungen in jedem Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, wieder verkauft oder bei der in den Endgültigen Bedingungen angegebenen Emissionsstelle zwecks Entwertung eingereicht werden.
- (3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 12

Bekanntmachungen

- (1) *Bekanntmachungen in der Bundesrepublik Deutschland.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind im Bundesanzeiger zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.
- (2) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen zum Handel am Regulierten Markt "Bourse de Luxembourg" der Luxemburger Wertpapierbörse zugelassen sind und im Amtlichen Handel (Official List) der Luxemburger Wertpapierbörse und/oder an einer anderen oder weiteren Wertpapierbörse notiert werden.*
- (a) *Bekanntmachungen in einer Tageszeitung.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) in einer in den Endgültigen Bedingungen angegebenen führenden Tageszeitung mit allgemeiner Verbreitung in dem in den Endgültigen Bedingungen angegebenen Sitzstaat der Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.
 - (b) *Bekanntmachungen auf der Internetseite.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) auf der in den Endgültigen Bedingungen angegebenen Internetseite der in den Endgültigen Bedingungen angegebenen Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt mit dem Tag der Veröffentlichung als wirksam erfolgt.
 - (c) *Bekanntmachungen über das Clearing System.* Soweit dies Bekanntmachungen über den Variablen Zinssatz betrifft und die Regeln der in den Endgültigen Bedingungen angegebenen Wertpapierbörse es zulassen, kann die Emittentin zusätzlich zu einer Veröffentlichung nach Absatz (1) eine Veröffentlichung nach Absatz (a) oder Absatz (b) durch eine Bekanntmachung an das in den Endgültigen Bedingungen angegebene Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Bekanntmachung gilt am vierten Tag nach dem Tag der Bekanntmachung an das Clearing System als wirksam erfolgt.

§ 13

Anwendbares Recht / Gerichtsstand / Gerichtliche Geltendmachung

- (1) *Anwendbares Recht.* Die Schuldverschreibungen unterliegen deutschem Recht.
- (2) *Gerichtsstand.* Nicht ausschließlicher Gerichtsstand für sämtliche Klagen und sonstige Verfahren ("**Rechtsstreitigkeiten**") im Zusammenhang mit den Schuldverschreibungen ist Frankfurt am Main. Ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten aus den in diesen Anleihebedingungen geregelten Angelegenheiten ist Frankfurt am Main für Kaufleute, juristische Personen des öffentlichen Rechts, öffentlich-rechtliche Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland.

(3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder der Lagerstelle des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre.

Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die in dem Land, in dem der Rechtsstreit eingeleitet wird, prozessual zulässig ist.

A3. Anleihebedingungen für Nullkupon bevorrechtigte nicht nachrangige Schuldverschreibungen

§ 1

Währung / Stückelung / Form / Definitionen

(1) *Währung, Stückelung.* Diese Serie von bevorrechtigten nicht nachrangigen Schuldverschreibungen (die "**Schuldverschreibungen**") der DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Bundesrepublik Deutschland, (die "**Emittentin**") wird in der in den Endgültigen Bedingungen angegebenen Währung und in dem in den Endgültigen Bedingungen angegebenen Gesamtnennbetrag (vorbehaltlich Absatz (7), wenn in den Endgültigen Bedingungen angegeben ist, dass die Globalurkunde eine *new global note* ("**NGN**") ist) sowie in der in den Endgültigen Bedingungen angegebenen Stückelung (die "**Festgelegte Stückelung**" oder der "**Nennbetrag**") begeben.

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber und sind durch eine oder mehrere Globalurkunden verbrieft (jede eine "**Globalurkunde**").

(3) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen durch eine Dauerglobalurkunde verbrieft werden.*

Dauerglobalurkunde. Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist, falls die Emittentin nicht selbst die Emissionsstelle ist, von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden werden nicht ausgegeben.

(4) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen anfänglich durch eine Vorläufige Globalurkunde verbrieft werden.*

(a) *Vorläufige Globalurkunde.* Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**Vorläufige Globalurkunde**") verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der Festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") verbrieft sind, ausgetauscht. Die Vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind, falls die Emittentin nicht selbst die Emissionsstelle ist, jeweils von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden werden nicht ausgegeben.

(b) *Austausch.* Die Vorläufige Globalurkunde ist frühestens an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach jeder wirtschaftliche Eigentümer der durch die Vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Person ist (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der Vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß dieses Absatzes (b) auszutauschen. Schuldverschreibungen, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in Absatz (c) definiert) zu liefern.

(c) *Vereinigte Staaten.* Für die Zwecke des Absatzes (b) bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(5) *Clearing System.* Die Globalurkunde wird von einem oder im Namen eines Clearing Systems verwahrt. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Clearing System**"

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Bundesrepublik Deutschland ("**CBF**"); oder

(b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxemburg, Großherzogtum Luxemburg ("**CBL**"); und/oder

(c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brüssel, Königreich Belgien ("**Euroclear**").

CBL und Euroclear sind jeweils ein internationaler Zentralverwahrer von Wertpapieren (*international central securities depository*) ("**ICSD**" und zusammen "**ICSDs**").

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen im Namen der ICSDs verwahrt werden und die Globalurkunde eine NGN ist.

Die Schuldverschreibungen werden in Form einer NGN ausgegeben und von einem gemeinsamen Verwahrer (*common safekeeper*) im Namen beider ICSDs verwahrt.

*Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen im Namen der ICSDs verwahrt werden und die Globalurkunde eine classical global note ("**CGN**") ist.*

Die Schuldverschreibungen werden in Form einer CGN ausgegeben und von einer gemeinsamen Verwahrstelle (*common depository*) im Namen beider ICSDs verwahrt.

(6) *Gläubiger von Schuldverschreibungen.* "**Gläubiger**" ist jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Schuldverschreibungen.

(7) Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Globalurkunde bzw. die Vorläufige Globalurkunde eine NGN ist.

Register der ICSDs. Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtnennbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis über den Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesen Zwecken von einem ICSD jeweils ausgestellte Bescheinigung mit dem Gesamtnennbetrag der so verbrieften Schuldverschreibungen ist ein maßgeblicher Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt.

Bei Rückzahlung oder Zahlung einer Rate bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten über Rückzahlung oder Zahlung bzw. Kauf und Löschung bezüglich der Globalurkunde *pro rata* in die Unterlagen der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen bzw. der Gesamtnennbetrag der so gezahlten Raten abgezogen wird.

Bei Austausch eines Anteils von ausschließlich durch eine Vorläufige Globalurkunde verbrieft Schuldverschreibungen wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs *pro rata* in die Aufzeichnungen der ICSDs aufgenommen werden.

§ 2 Zinsen

(1) Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen auf diskontierter Basis begeben werden.

- (a) *Diskontierungssatz.* Die Schuldverschreibungen werden an dem in den Endgültigen Bedingungen angegebenen Valutierungstag (nachstehend auch "**Valutierungstag**" genannt) mit einem Abschlag von ihrem Nennbetrag begeben. Der Satz für die Diskontierung (der "**Diskontierungssatz**") ist der in den Endgültigen Bedingungen angegebene Zinssatz per annum. Periodische Zinszahlungen werden auf die Schuldverschreibungen nicht geleistet.
- (b) *Berechnung von rechnerisch aufgelaufenen Zinsen für Teilzeiträume.* Sofern rechnerisch aufgelaufene Zinsen für einen Zeitraum von weniger oder mehr als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des nachstehend in Absatz (3) definierten und in den Endgültigen Bedingungen angegebenen Zinstagequotienten.
- (c) *Auflaufende Zinsen.* Sollte die Emittentin die Schuldverschreibungen bei Endfälligkeit nicht einlösen, fallen auf den ausstehenden Gesamtnennbetrag der Schuldverschreibungen ab dem Endfälligkeitstag gemäß § 3 Absatz (1) dieser Anleihebedingungen bis zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht, Zinsen in Höhe des gesetzlichen festgelegten Satzes für Verzugszinsen³¹ an.

(2) Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen auf aufgezinsten Basis begeben werden.

- (a) *Aufzinsungssatz.* Der Satz für die Aufzinsung (der "**Aufzinsungssatz**") der Schuldverschreibungen ab dem in den Endgültigen Bedingungen angegebenen Valutierungstag (nachstehend auch "**Valutierungstag**" genannt) ist der in den Endgültigen Bedingungen angegebene Zinssatz per annum. Periodische Zinszahlungen werden auf die Schuldverschreibungen nicht geleistet.
- (b) *Berechnung von rechnerisch aufgelaufenen Zinsen für Teilzeiträume.* Sofern rechnerisch aufgelaufene Zinsen für einen Zeitraum von weniger oder mehr als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des nachstehend in Absatz (3) definierten und in den Endgültigen Bedingungen angegebenen Zinstagequotienten.
- (c) *Auflaufende Zinsen.* Sollte die Emittentin die Schuldverschreibungen bei Endfälligkeit nicht einlösen, fallen auf den ausstehenden Gesamtnennbetrag der Schuldverschreibungen ab dem Endfälligkeitstag gemäß § 3 Absatz (2) dieser Anleihebedingungen bis zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht, Zinsen in Höhe des gesetzlichen festgelegten Satzes für Verzugszinsen³² an.

(3) *Zinstagequotient.* "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung des rechnerisch aufgelaufenen Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

- (a) wenn in den Endgültigen Bedingungen "**Actual/Actual (ICMA-Regelung 251)**" angegeben ist:
 - (aa) im Fall, dass der Zinsberechnungszeitraum kürzer ist als die Feststellungsperiode (wie nachstehend definiert) in die das Ende des Zinsberechnungszeitraums fällt, oder, im Fall, dass der Zinsberechnungszeitraum der

³¹ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Bürgerliches Gesetzbuch.

³² Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Bürgerliches Gesetzbuch.

Feststellungsperiode entspricht, die Anzahl von Tagen in diesem Zinsberechnungszeitraum dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der in den Endgültigen Bedingungen angegebenen "**Anzahl der ICMA-Feststellungstage in einem Kalenderjahr**"; oder

- (ab) im Fall, dass der Zinsberechnungszeitraum länger ist als die Feststellungsperiode (wie nachstehend definiert), in die das Ende des Zinsberechnungszeitraums fällt, die Summe aus
- (i) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr; und
 - (ii) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr.

"**Feststellungsperiode**" bezeichnet den Zeitraum von einem "**ICMA-Feststellungstag**" (einschließlich) (wie in den Endgültigen Bedingungen angegeben) bis zum nächsten ICMA-Feststellungstag (ausschließlich); dies schließt dann, wenn der Valutierungstag kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag vor dem Valutierungstag anfängt, und dann, wenn der Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag nach dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen endet; oder

- (b) wenn in den Endgültigen Bedingungen "**Actual/365 (Fixed)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365; oder
- (c) wenn in den Endgültigen Bedingungen "**Actual/365 (Sterling)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 oder, im Falle eines Schaltjahres, 366; oder
- (d) wenn in den Endgültigen Bedingungen "**Actual/360**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360; oder
- (e) wenn in den Endgültigen Bedingungen "**30/360, 360/360 oder Bond Basis**" angegeben ist: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltene Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist); oder
- (f) wenn in den Endgültigen Bedingungen "**30E/360 oder Eurobond Basis**" angegeben ist: die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt).

§ 3 Rückzahlung

(1) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen auf diskontierter Basis begeben werden.*

Rückzahlung bei Endfälligkeit. Soweit nicht zuvor bereits zurückgezahlt oder angekauft und entwertet, wird die Emittentin die Schuldverschreibungen zu ihrem Nennbetrag an dem in den Endgültigen Bedingungen angegebenen Endfälligkeitstag (der "**Endfälligkeitstag**") zurückzahlen.

(2) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen auf aufgezinster Basis begeben werden.*

Rückzahlung bei Endfälligkeit. Soweit nicht zuvor bereits zurückgezahlt oder angekauft und entwertet, wird die Emittentin die Schuldverschreibungen an dem in den Endgültigen Bedingungen angegebenen Endfälligkeitstag (der "**Endfälligkeitstag**") zu dem in den Endgültigen Bedingungen angegebenen Rückzahlungsbetrag zurückzahlen.

(3) *Geschäftstagenkonvention.* Fällt der Endfälligkeitstag, ein Wahlrückzahlungstag (Call) gemäß § 4 Absatz (1) dieser Anleihebedingungen oder ein Wahlrückzahlungstag (Put) gemäß § 4 Absatz (2) dieser Anleihebedingungen auf einen Tag, der kein Geschäftstag gemäß Absatz (c) ist, so wird der Endfälligkeitstag, der Wahlrückzahlungstag (Call) oder der Wahlrückzahlungstag (Put)

- (a) wenn in den Endgültigen Bedingungen "**Modifizierte Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Endfälligkeitstag, der Wahlrückzahlungstag (Call) oder der Wahlrückzahlungstag (Put) auf den unmittelbar vorausgehenden Geschäftstag vorgezogen; oder
- (b) wenn in den Endgültigen Bedingungen "**Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben.

Keine Anpassung des Kapitalbetrags. Der Gläubiger ist nicht berechtigt, etwaige weitere Kapitalbeträge oder sonstige Zahlungen aufgrund einer solchen Verschiebung zu verlangen.

- (c) **Geschäftstag.** Für Zwecke der Absätze (a) oder (b) und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Geschäftstag**",
- (i) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder
 - (ii) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

§ 4

Vorzeitige Rückzahlung

(1) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Emittentin das Recht hat, die Schuldverschreibungen vorzeitig zu kündigen (Call Option):*

Vorzeitige Rückzahlung nach Wahl der Emittentin (Call Option). Die Emittentin ist über die Kündigung gemäß § 9 Absatz (2) (b) dieser Anleihebedingungen hinaus berechtigt, die Schuldverschreibungen insgesamt, jedoch nicht teilweise, unter Einhaltung einer in den Endgültigen Bedingungen angegebenen "**Mindestkündigungsfrist**" durch Bekanntmachung gemäß § 12 dieser Anleihebedingungen zu dem/den in den Endgültigen Bedingungen angegebenen "**Wahlrückzahlungstag(en) (Call)**" zu kündigen und zum entsprechenden in den Endgültigen Bedingungen angegebenen Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückzuzahlen.

(2) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass ein Gläubiger das Recht hat, die Schuldverschreibungen vorzeitig zu kündigen (Put Option):*

Vorzeitige Rückzahlung nach Wahl eines Gläubigers (Put Option). Jeder Gläubiger ist über die Kündigung gemäß § 5 Absatz (1) dieser Anleihebedingungen hinaus berechtigt, seine Schuldverschreibungen unter Einhaltung einer in den Endgültigen Bedingungen angegebenen "**Mindestkündigungsfrist**" zu dem/den in den Endgültigen Bedingungen angegebenen "**Wahlrückzahlungstag(en) (Put)**" zu kündigen. Die Emittentin hat eine Schuldverschreibung nach Ausübung des entsprechenden Kündigungsrechts durch einen Gläubiger am/an den in den Endgültigen Bedingungen angegebenen Wahlrückzahlungstag(en) (Put) zum entsprechenden in den Endgültigen Bedingungen angegebenen Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückzuzahlen.

Die Ausübung des Kündigungsrechts durch einen Gläubiger erfolgt durch Mitteilung in Textform in deutscher oder englischer Sprache ("**Kündigungserklärung**") gegenüber der in den Endgültigen Bedingungen angegebenen Geschäftsstelle der Emissionsstelle. Die Kündigungserklärung muss bis spätestens 17.00 Uhr (Frankfurter Zeit) an dem Geschäftstag, der dem ersten Geschäftstag einer in den Endgültigen Bedingungen angegebenen Mindestkündigungsfrist vorangeht, zugehen. Ansonsten ist das Kündigungsrecht nicht wirksam ausgeübt. Die Kündigungserklärung hat anzugeben:

- (a) den Gesamtnennbetrag der Schuldverschreibungen, für die das Kündigungsrecht ausgeübt wird;
- (b) die Wertpapier-Kenn-Nummer(n); und,
- (c) wenn in den Endgültigen Bedingungen CBF als Clearing System angegeben ist, Kontaktdaten sowie eine Kontoverbindung.

Für die Kündigungserklärung kann ein Formblatt verwendet werden, das bei der in den Endgültigen Bedingungen angegebenen Geschäftsstelle der Emissionsstelle erhältlich ist, und das weitere Hinweise enthält. Der Kündigungserklärung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Kündigungserklärung Inhaber der betreffenden Schuldverschreibungen ist. Der Nachweis kann durch eine Bescheinigung der entsprechenden Depotbank (wie in § 13 Absatz (3) dieser Anleihebedingungen definiert) oder auf andere geeignete Weise erbracht werden. Eine wirksam abgegebene Kündigungserklärung ist unwiderruflich. Die Rückzahlung der Schuldverschreibungen, auf die sich die Kündigungserklärung bezieht, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.

(3) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Emittentin und/oder ein Gläubiger kein Recht haben, die Schuldverschreibungen vorzeitig zu kündigen:*

Keine Vorzeitige Rückzahlung nach Wahl der Emittentin und/oder eines Gläubigers. Weder die Emittentin noch ein Gläubiger ist zur Kündigung der Schuldverschreibungen berechtigt.

§ 5

Kündigung aus wichtigem Grund / Vorzeitiger Rückzahlungsbetrag

(1) **Kündigungsgründe.** Jeder Gläubiger ist berechtigt, seine Schuldverschreibungen aus wichtigem Grund zu kündigen und deren sofortige Rückzahlung zu einem Vorzeitigen Rückzahlungsbetrag gemäß Absatz (3) zu verlangen. Ein wichtiger Grund liegt insbesondere dann vor, wenn

- (a) die Emittentin Beträge, die auf die Schuldverschreibungen zu leisten sind, nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder

- (b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus diesen Anleihebedingungen unterlässt und die Unterlassung länger als 45 Tage fort dauert, nachdem der Emissionsstelle eine Mahnung in Textform zugegangen ist, durch die die Emittentin von einem Gläubiger aufgefordert wird, die Verpflichtung zu erfüllen oder zu beachten; oder
- (c) die Emittentin ihre Zahlungen einstellt oder ihre Zahlungsunfähigkeit bekannt gibt; oder
- (d) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, ein solches Verfahren eingeleitet und nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt worden ist oder die für die Emittentin zuständige Aufsichtsbehörde oder Abwicklungsbehörde ein solches Verfahren beantragt; oder
- (e) die Emittentin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung, Zusammenlegung oder anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung und die andere oder neue Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin im Zusammenhang mit diesen Anleihebedingungen eingegangen ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Benachrichtigung.* Eine Benachrichtigung oder Kündigung gemäß Absatz (1) ist in Textform in deutscher oder englischer Sprache gegenüber der in den Endgültigen Bedingungen angegebenen Geschäftsstelle der Emissionsstelle zu erklären, zusammen mit einem Nachweis, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung oder Kündigung Inhaber der betreffenden Schuldverschreibungen ist. Der Nachweis kann durch eine Bescheinigung der entsprechenden Depotbank (wie in § 13 Absatz (3) dieser Anleihebedingungen definiert) oder auf andere geeignete Weise erbracht werden.

(3) *Vorzeitiger Rückzahlungsbetrag.* Die Rückzahlung der Schuldverschreibungen erfolgt bei einer Kündigung nach Absatz (1), nach § 4 Absatz (1), nach § 4 Absatz (2) oder nach § 9 Absatz (2) (b) dieser Anleihebedingungen zu einem Betrag (der "**Vorzeitige Rückzahlungsbetrag**"), der sich wie folgt bestimmt:

- (a) Falls § 2 Absatz (1) dieser Anleihebedingungen Anwendung findet, ist der Vorzeitige Rückzahlungsbetrag der Betrag, der sich nach Maßgabe der nachfolgenden Formel bestimmt:

$$RB = \frac{NB}{\left(1 + \frac{D}{100}\right)^Z}$$

hierbei ist RB der Vorzeitige Rückzahlungsbetrag (ausmachender Betrag), NB der Nennbetrag (wie in den Endgültigen Bedingungen angegeben), D der Zähler des Diskontierungssatzes p.a. (wie in den Endgültigen Bedingungen angegeben) und Z der Zinstagequotient (wie in den Endgültigen Bedingungen angegeben), wobei der Zähler des Zinstagequotienten der Restlaufzeit einer Schuldverschreibung vom vorzeitigen Rückzahlungstag (einschließlich) bis zum Endfälligkeitstag (wie in den Endgültigen Bedingungen angegeben) (ausschließlich) entspricht.

- (b) Falls § 2 Absatz (2) dieser Anleihebedingungen Anwendung findet, ist der Vorzeitige Rückzahlungsbetrag ein Betrag, der der Summe aus dem Ausgabepreis (wie in den Endgültigen Bedingungen angegeben) einer Schuldverschreibung und dem Ergebnis aus der Aufzinsung dieses Ausgabepreises mit dem Aufzinsungssatz (wie in den Endgültigen Bedingungen angegeben) vom Valutierungstag (wie in den Endgültigen Bedingungen angegeben) (einschließlich) bis zum entsprechenden Tag der Rückzahlung entspricht.

Der Vorzeitige Rückzahlungsbetrag wird bei Schuldverschreibungen gemäß § 2 Absatz (1) oder § 2 Absatz (2) dieser Anleihebedingungen durch die in den Endgültigen Bedingungen angegebene Berechnungsstelle (die "**Berechnungsstelle**") berechnet. Im Übrigen und soweit die Ermittlung des Vorzeitigen Rückzahlungsbetrages gemäß den vorgenannten Absätzen (a) oder (b) erfolgt, ist die Ermittlung des Vorzeitigen Rückzahlungsbetrages für alle Beteiligten bindend.

§ 6

Zahlungen / Emissionsstelle / Zahlstelle / Berechnungsstelle

(1) *Zahlungen von Kapital/Erfüllung.* Sämtliche gemäß diesen Anleihebedingungen zahlbaren Beträge sind von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger zu zahlen. Die Emittentin wird durch Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht gegenüber den Gläubigern befreit.

(2) *Zahlungsweise.*

- (a) *Der nachfolgende Absatz findet Anwendung, wenn die Schuldverschreibungen in einer anderen Währung als Chinesischen Renminbi denominiert sind:*

Zahlungen fälliger Beträge auf die Schuldverschreibungen erfolgen in der in den Endgültigen Bedingungen angegebenen frei konvertierbaren Währung, die am entsprechenden Fälligkeitstag die gesetzliche Währung des Staates der festgelegten Währung ist. Unbeschadet der Bestimmungen in § 9 dieser Anleihebedingungen unterliegen die Zahlungen fälliger Beträge auf die Schuldverschreibungen in allen Fällen (i) den hierfür am Zahlungsort geltenden steuerlichen und sonstigen Gesetzen und Vorschriften, und (ii) einem Einbehalt oder Abzug, der gemäß einer in § 1471 (b) des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung beschriebenen Vereinbarung erforderlich ist oder anderweitig gemäß §§ 1471 bis 1474 des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung (allgemein bekannt als FATCA) oder gemäß darauf gestützter Bestimmungen oder Vereinbarungen oder gemäß deren

offizieller Auslegung oder gemäß eines Gesetzes zur Umsetzung einer diesbezüglichen zwischenstaatlichen Vorgehensweise auferlegt wird.

- (b) *Der nachfolgende Absatz findet Anwendung, wenn die Schuldverschreibungen in Chinesischen Renminbi denominiert sind:*

Zahlungen fälliger Beträge auf die Schuldverschreibungen erfolgen in Chinesischen Renminbi ausschließlich mittels Überweisung auf ein vom Clearing System bei einer Bank außerhalb der Volksrepublik China unterhaltenes Konto. Unbeschadet der Bestimmungen in § 9 dieser Anleihebedingungen unterliegen die Zahlungen fälliger Beträge auf die Schuldverschreibungen in allen Fällen (i) den hierfür am Zahlungsort geltenden steuerlichen und sonstigen Gesetzen und Vorschriften und vorbehaltlich des nachstehenden Absatzes und (ii) einem Einbehalt oder Abzug, der gemäß einer in § 1471 (b) des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung beschriebenen Vereinbarung erforderlich ist oder anderweitig gemäß §§ 1471 bis 1474 des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung (allgemein bekannt als FATCA) oder gemäß darauf gestützter Bestimmungen oder Vereinbarungen oder gemäß deren offizieller Auslegung oder gemäß eines Gesetzes zur Umsetzung einer diesbezüglichen zwischenstaatlichen Vorgehensweise auferlegt wird.

Stellt die Emittentin fest, dass der zu zahlende Betrag am betreffenden Zahltag aufgrund von Umständen, die sich ihrer Kontrolle entziehen, in Chinesischen Renminbi für sie nicht verfügbar ist, oder dass Chinesische Renminbi oder eine gesetzlich vorgeschriebene Nachfolge-Währung nicht für die Abwicklung von internationalen Finanztransaktionen verwendet werden darf, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder, sobald wie möglich danach, durch eine Zahlung in US Dollar auf der Grundlage des Anwendbaren Wechselkurses (wie nachstehend definiert) erfüllen. Die Gläubiger sind nicht berechtigt, weitere Zinsen oder sonstige Zahlungen in Bezug auf eine solche Zahlung zu verlangen. Der "**Anwendbare Wechselkurs**" ist der Kassakurs (wie nachfolgend definiert) am zweiten Festlegungsgeschäftstag (wie nachfolgend definiert) vor einer solchen Zahlung (nachstehend auch "**Festlegungstag**" genannt) oder, falls ein solcher Kurs am Festlegungstag nicht verfügbar ist, der vor dem Festlegungstag zuletzt verfügbare Kassakurs, wie von der in den Endgültigen Bedingungen angegebenen Berechnungsstelle (die "**Berechnungsstelle**") bestimmt.

"**Kassakurs**" bezeichnet den zuletzt verfügbaren, von der Staatlichen Devisenverwaltung der Volksrepublik China (*State Administration of Foreign Exchange of the People's Republic of China*) gemeldeten offiziellen US Dollar/Chinesischen Renminbi Wechselkurs mit zweitägiger Valuta, wie von der Berechnungsstelle um ca. 11.00 Uhr (Hongkonger Zeit) am Festlegungstag unter Bezugnahme auf die Bildschirmseite CNY=SAEC von Reuters (oder eine Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) bestimmt. Wenn ein solcher offizieller Wechselkurs nicht verfügbar ist, wird die Berechnungsstelle um ca. 11.00 Uhr (Hongkonger Zeit) am Festlegungstag unter Bezugnahme auf die Bildschirmseite TRADCNY3/Spalte USD/CNH von Reuters (oder auf eine Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) als Kassakurs das arithmetische Mittel zwischen dem US Dollar/Chinesischem Renminbi Geld- und Briefkurs auf dem außerbörslichen Chinese Renminbi-Devisenmarkt in Hongkong mit zweitägiger Valuta bestimmen.

"**Festlegungsgeschäftstag**" bezeichnet einen Tag (außer einem Samstag oder einem Sonntag), an dem das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) und Geschäftsbanken und Devisenmärkte in Hongkong und New York für allgemeine Geschäfte geöffnet sind und Zahlungen abwickeln.

- (3) *Hinterlegung von Kapital.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Endfälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der Gläubiger gegen die Emittentin.

- (4) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle (wie in den Endgültigen Bedingungen angegeben) zu ändern oder zu beenden und eine andere Emissionsstelle und/oder zusätzliche oder andere Zahlstellen und/oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt eine Emissionsstelle und/oder Zahlstelle (die die Emissionsstelle sein kann) und/oder Berechnungsstelle (die die Emissionsstelle sein kann) unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 12 dieser Anleihebedingungen vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert werden.

- (5) *Beauftragte der Emittentin.* Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle handeln in ihrer Eigenschaft als solche ausschließlich als Beauftragte der Emittentin, und es besteht kein Auftrags- oder Treuhandverhältnis zwischen der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle und den Gläubigern der Schuldverschreibungen. Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle haften dafür, dass sie Erklärungen abgeben, nicht abgeben, entgegennehmen oder Handlungen vornehmen oder unterlassen nur, wenn und soweit sie dabei die Sorgfalt eines ordentlichen Kaufmanns verletzt haben.

§ 7 Vorlegungsfrist

Vorlegungsfrist. Die in § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch bestimmte Vorlegungsfrist für fällige Schuldverschreibungen wird auf zehn Jahre abgekürzt. Die Verjährungsfrist für innerhalb der Vorlegungsfrist vorgelegte Schuldverschreibungen beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

§ 8 Status

Status. Die Schuldverschreibungen begründen nicht besicherte und bevorrechtigte nicht nachrangige Verbindlichkeiten der Emittentin, die

- (a) untereinander und mit allen anderen nicht besicherten und bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin *gleichrangig* sind;
- (b) *vorrangig* sind gegenüber (i) nicht besicherten und nicht bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin, (ii) nachrangigen Verbindlichkeiten der Emittentin, bei denen es sich nicht um zusätzliches Kernkapital oder Ergänzungskapital handelt, (iii) Kapitalinstrumenten des Ergänzungskapitals, (iv) Kapitalinstrumenten des zusätzlichen Kernkapitals und (v) Kapitalinstrumenten des harten Kernkapitals;
- (c) *nachrangig* sind gegenüber Verbindlichkeiten der Emittentin, die nach geltenden Rechtsvorschriften *vorrangig* sind.

§ 9 Steuern / Vorzeitige Rückzahlung aus steuerlichen Gründen

(1) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass für die Schuldverschreibungen keine Quellensteuerausgleichsklausel Anwendung findet.*

Quellensteuer. Sämtliche auf die Schuldverschreibungen zahlbaren Kapitalbeträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland durch Einbehalt oder Abzug an der Quelle (Quellensteuer) auferlegt oder erhoben werden, es sei denn, dieser Einbehalt oder Abzug ist gesetzlich vorgeschrieben.

(2) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass für die Schuldverschreibungen eine Quellensteuerausgleichsklausel Anwendung findet.*

- (a) *Quellensteuer.* Sämtliche auf die Schuldverschreibungen zahlbaren Kapitalbeträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland durch Einbehalt oder Abzug an der Quelle (Quellensteuer) auferlegt oder erhoben werden, es sei denn, dieser Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In diesem Fall wird die Emittentin diejenigen zusätzlichen Beträge (die "**Zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen an Kapital entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher Zusätzlichen Beträge besteht jedoch nicht im Hinblick auf Steuern, Abgaben oder Gebühren,
 - (i) wenn die Zahlungen an einen Gläubiger oder einen Dritten für einen Gläubiger erfolgen, der derartige Steuern, Abgaben oder Gebühren in Bezug auf die Schuldverschreibungen aufgrund anderer Beziehungen zur Bundesrepublik Deutschland oder einem Mitgliedstaat der Europäischen Union schuldet als dem bloßen Umstand, dass er (x) Gläubiger ist oder (y) Kapital oder einen sonstigen Betrag in Bezug auf die Schuldverschreibungen entgegengenommen hat; oder
 - (ii) wenn die Schuldverschreibungen mehr als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 12 dieser Anleihebedingungen vorgelegt werden; dies gilt nicht, soweit der betreffende Gläubiger Anspruch auf solche Zusätzlichen Beträge gehabt hätte, wenn er die Schuldverschreibungen am Ende oder vor Ablauf der Frist von 30 Tagen zur Zahlung vorgelegt hätte; oder
 - (iii) wenn diese Steuern, Abgaben oder Gebühren aufgrund (x) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (y) einer zwischenstaatlichen Vereinbarung oder eines internationalen Abkommens über deren Besteuerung, an der die Bundesrepublik Deutschland oder an dem die Europäische Union beteiligt ist, oder (z) einer gesetzlichen Vorschrift, die diese Richtlinie, diese Verordnung, diese zwischenstaatliche Vereinbarung oder dieses internationale Abkommen umsetzt oder befolgt oder die eingeführt wurde, um dieser Richtlinie, dieser Verordnung, dieser zwischenstaatlichen Vereinbarung oder diesem internationalen Abkommen nachzukommen, einzubehalten oder abzuziehen sind; oder
 - (iv) wenn hinsichtlich der Schuldverschreibungen ein Einbehalt oder Abzug nur deswegen erfolgt, weil diese Schuldverschreibungen von einer Bank in der Bundesrepublik Deutschland, die diese Schuldverschreibungen verwahrt hat oder noch verwahrt, für den betreffenden Gläubiger zur Zahlung eingezogen werden; oder
 - (v) soweit der Einbehalt oder Abzug gemäß §§ 1471 bis 1474 des U.S. Internal Revenue Code von 1986 in seiner jeweils gültigen Fassung (der "**Internal Revenue Code**"), jeder gegenwärtigen oder zukünftigen Verordnung oder offiziellen Auslegung davon, jeder Vereinbarung, die gemäß § 1471 (b) des Internal Revenue Codes eingegangen wurde oder jeder steuerlichen oder regulatorischen Gesetzgebung, sowie steuerlichen und regulatorischen Gesetzen oder Vorgehensweisen, die aus dem Vorhergehenden resultieren, oder, die nach einer zwischenstaatlichen Vereinbarung, die zur Umsetzung der Bestimmungen des Internal Revenue Code geschlossen wurde, vorzunehmen ist; oder
 - (vi) wenn hinsichtlich der Schuldverschreibungen derartige Steuern, Abgaben oder Gebühren auf andere Weise als durch Einbehalt oder Abzug oder von Kapital erhoben werden.

- (b) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 12 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Steuer- oder Abgabengesetze und -vorschriften (vorausgesetzt diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am Endfälligkeitstag oder im Fall des Kaufs oder Austauschs einer Schuldverschreibung (falls § 2 Absatz (1) oder § 2 Absatz (2) dieser Anleihebedingungen auf die Schuldverschreibungen anwendbar sind) zur Zahlung von Zusätzlichen Beträgen (wie in Absatz (a) definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche Zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von Zusätzlichen Beträgen oder zum Einbehalt oder Abzug nicht mehr wirksam ist.

Eine solche Kündigung hat gemäß § 12 dieser Anleihebedingungen zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Kündigungsrecht der Emittentin begründenden Umstände darlegt.

§ 10 Ersetzung

(1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger, eine andere Gesellschaft (die "**Nachfolgeschuldnerin**") als Hauptschuldnerin für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen an die Stelle der Emittentin zu setzen. Voraussetzung dafür ist, dass:

- (a) die Nachfolgeschuldnerin sämtliche sich aus und im Zusammenhang mit diesen Schuldverschreibungen ergebenden Verpflichtungen erfüllen kann und insbesondere die hierzu erforderlichen Beträge ohne Beschränkungen in derjenigen Währung, auf die die Schuldverschreibungen lauten, an das Clearing System transferieren kann und
- (b) die Nachfolgeschuldnerin alle etwa notwendigen Genehmigungen der Behörden des Landes, in dem sie ihren Sitz hat, erhalten hat und
- (c) die Nachfolgeschuldnerin in geeigneter Form nachweist, dass sie alle Beträge, die zur Erfüllung der Zahlungsverpflichtungen aus oder in Zusammenhang mit diesen Schuldverschreibungen erforderlich sind, ohne die Notwendigkeit einer Einbehaltung von irgendwelchen Steuern, Abgaben oder Gebühren an der Quelle an das Clearing System transferieren darf und
- (d) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder Gebühren freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden, und
- (e) die Emittentin (für diesen Fall auch "**Garantin**" genannt) unbedingt und unwiderruflich die Verpflichtungen der Nachfolgeschuldnerin aus diesen Anleihebedingungen garantiert.

(2) *Bekanntmachung.* Ein solcher Schuldnerwechsel ist gemäß § 12 dieser Anleihebedingungen bekannt zu machen.

(3) *Änderung von Bezugnahmen.* Im Falle eines solchen Schuldnerwechsels gilt (i) jede Nennung der Emittentin in diesen Anleihebedingungen als auf die Nachfolgeschuldnerin bezogen und (ii) soll das Recht der Gläubiger, entsprechend § 5 Absatz (1) dieser Anleihebedingungen ihre Schuldverschreibungen zur sofortigen Rückzahlung zum Vorzeitigen Rückzahlungsbetrag zu kündigen, auch gegeben sein, wenn eines der in § 5 Absatz (1) (c) bis (e) dieser Anleihebedingungen genannten Ereignisse in Bezug auf die Garantin eintritt.

(4) *Gültigkeit.* Nach Ersetzung der Emittentin durch eine Nachfolgeschuldnerin gilt dieser § 10 erneut.

§ 11 Begebung weiterer Schuldverschreibungen / Ankauf / Entwertung

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Valutierungstages und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden und den Gesamtnennbetrag der Serie erhöhen.

(2) *Ankauf.* Die Emittentin ist jederzeit berechtigt, Schuldverschreibungen in jedem Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, wieder verkauft oder bei der in den Endgültigen Bedingungen angegebenen Emissionsstelle zwecks Entwertung eingereicht werden.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 12 Bekanntmachungen

(1) *Bekanntmachungen in der Bundesrepublik Deutschland.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind im Bundesanzeiger zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.

(2) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen zum Handel am Regulierten Markt "Bourse de Luxembourg" der Luxemburger Wertpapierbörse zugelassen sind und im Amtlichen Handel (Official List) der Luxemburger Wertpapierbörse und/oder an einer anderen oder weiteren Wertpapierbörse notiert werden.*

(a) *Bekanntmachungen in einer Tageszeitung.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) in einer in den Endgültigen Bedingungen angegebenen führenden Tageszeitung mit allgemeiner Verbreitung in dem in den Endgültigen Bedingungen angegebenen Sitzstaat der Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.

(b) *Bekanntmachungen auf der Internetseite.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) auf der in den Endgültigen Bedingungen angegebenen Internetseite der in den Endgültigen Bedingungen angegebenen Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt mit dem Tag der Veröffentlichung als wirksam erfolgt.

§ 13 Anwendbares Recht / Gerichtsstand / Gerichtliche Geltendmachung

(1) *Anwendbares Recht.* Die Schuldverschreibungen unterliegen deutschem Recht.

(2) *Gerichtsstand.* Nicht ausschließlicher Gerichtsstand für sämtliche Klagen und sonstige Verfahren ("**Rechtsstreitigkeiten**") im Zusammenhang mit den Schuldverschreibungen ist Frankfurt am Main. Ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten aus den in diesen Anleihebedingungen geregelten Angelegenheiten ist Frankfurt am Main für Kaufleute, juristische Personen des öffentlichen Rechts, öffentlich-rechtliche Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland.

(3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder der Lagerstelle des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre.

Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die in dem Land, in dem der Rechtsstreit eingeleitet wird, prozessual zulässig ist.

A4. Anleihebedingungen für fest- zu variabel verzinsliche bevorrechtigte nicht nachrangige Schuldverschreibungen

§ 1

Währung / Stückelung / Form / Definitionen

(1) *Währung, Stückelung.* Diese Serie von bevorrechtigten nicht nachrangigen Schuldverschreibungen (die "**Schuldverschreibungen**") der DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Bundesrepublik Deutschland, (die "**Emittentin**") wird in der in den Endgültigen Bedingungen angegebenen Währung und in dem in den Endgültigen Bedingungen angegebenen Gesamtnennbetrag (vorbehaltlich Absatz (7)), wenn in den Endgültigen Bedingungen angegeben ist, dass die Globalurkunde eine *new global note* ("**NGN**") ist) sowie in der in den Endgültigen Bedingungen angegebenen Stückelung (die "**Festgelegte Stückelung**" oder der "**Nennbetrag**") begeben.

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber und sind durch eine oder mehrere Globalurkunden verbrieft (jede eine "**Globalurkunde**").

(3) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen durch eine Dauerglobalurkunde verbrieft werden.*

Dauerglobalurkunde. Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist, falls die Emittentin nicht selbst die Emissionsstelle ist, von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(4) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen anfänglich durch eine Vorläufige Globalurkunde verbrieft werden.*

(a) *Vorläufige Globalurkunde.* Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**Vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der Festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die Vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind, falls die Emittentin nicht selbst die Emissionsstelle ist, jeweils von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) *Austausch.* Die Vorläufige Globalurkunde ist frühestens an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach jeder wirtschaftliche Eigentümer der durch die Vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Person ist (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine Vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der Vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß dieses Absatzes (b) auszutauschen. Schuldverschreibungen, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in Absatz (c) definiert) zu liefern.

(c) *Vereinigte Staaten.* Für die Zwecke des Absatzes (b) bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(5) *Clearing System.* Die Globalurkunde wird von einem oder im Namen eines Clearing Systems verwahrt. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Clearing System**"

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Bundesrepublik Deutschland ("**CBF**"); oder

(b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxemburg, Großherzogtum Luxemburg ("**CBL**"); und/oder

(c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brüssel, Königreich Belgien ("**Euroclear**").

CBL und Euroclear sind jeweils ein internationaler Zentralverwahrer von Wertpapieren (*international central securities depository*) ("**ICSD**" und zusammen "**ICSDs**").

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen im Namen der ICSDs verwahrt werden und die Globalurkunde eine NGN ist.

Die Schuldverschreibungen werden in Form einer NGN ausgegeben und von einem gemeinsamen Verwahrer (*common safekeeper*) im Namen beider ICSDs verwahrt.

*Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen im Namen der ICSDs verwahrt werden und die Globalurkunde eine classical global note ("**CGN**") ist.*

Die Schuldverschreibungen werden in Form einer CGN ausgegeben und von einer gemeinsamen Verwahrstelle (*common depositary*) im Namen beider ICSDs verwahrt.

(6) *Gläubiger von Schuldverschreibungen*. "**Gläubiger**" ist jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Schuldverschreibungen.

(7) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Globalurkunde bzw. die Vorläufige Globalurkunde eine NGN ist.*

Register der ICSDs. Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtnennbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis über den Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesen Zwecken von einem ICSD jeweils ausgestellte Bescheinigung mit dem Gesamtnennbetrag der so verbrieften Schuldverschreibungen ist ein maßgeblicher Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt.

Bei Rückzahlung oder Zahlung einer Rate oder einer Zinszahlung bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten über Rückzahlung oder Zahlung bzw. Kauf und Löschung bezüglich der Globalurkunde *pro rata* in die Unterlagen der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen bzw. der Gesamtnennbetrag der so gezahlten Raten abgezogen wird.

Bei Austausch eines Anteils von ausschließlich durch eine Vorläufige Globalurkunde verbrieft Schuldverschreibungen wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs *pro rata* in die Aufzeichnungen der ICSDs aufgenommen werden.

§ 2 Zinsen

(1) *Zinssatz*. Die Schuldverschreibungen werden, vorbehaltlich § 4 Absatz (1) oder § 4 Absatz (2) dieser Anleihebedingungen (wenn in den Endgültigen Bedingungen die Möglichkeit einer vorzeitigen Rückzahlung angegeben ist), bezogen auf die festgelegte Stückelung ab dem in den Endgültigen Bedingungen angegebenen Verzinsungsbeginn (der "**Verzinsungsbeginn**") (einschließlich) anfänglich mit dem Festen Zinssatz gemäß Absatz (2) und, daran anschließend, ab dem in Absatz (2) definierten letzten Zinszahlungstag für Festzins mit dem Variablen Zinssatz gemäß Absatz (3) bis zu dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen (ausschließlich) verzinst.

(2) *Fester Zinssatz/Zinszahlungstage für Festzins*. Von dem in Absatz (1) definierten, in den Endgültigen Bedingungen angegebenen Verzinsungsbeginn (einschließlich) und vorbehaltlich § 4 dieser Anleihebedingungen bis zu dem in den Endgültigen Bedingungen angegebenen letzten Zinszahlungstag für Festzins (ausschließlich) werden die Schuldverschreibungen bezogen auf die festgelegte Stückelung zu dem in den Endgültigen Bedingungen angegebenen festen Zinssatz (der "**Feste Zinssatz**") verzinst. Zinsen sind nachträglich an den in den Endgültigen Bedingungen angegebenen Terminen (die "**Zinszahlungstage für Festzins**") zahlbar. Der letzte Zinszahlungstag für Festzins ist in den Endgültigen Bedingungen angegeben. Falls Bruchteilzinsbeträge auf die Schuldverschreibungen zu zahlen sind (kurzer/langer erster/letzter Kupon), werden diese Beträge in den Endgültigen Bedingungen angegeben.

(a) *Geschäftstagekonvention*. Fällt ein Zinszahlungstag für Festzins auf einen Tag, der kein Geschäftstag gemäß Absatz (v) ist, so wird der Zinszahlungstag für Festzins,

- (i) wenn in den Endgültigen Bedingungen "**Modifizierte Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag für Festzins auf den unmittelbar vorausgehenden Geschäftstag vorgezogen; oder
- (ii) wenn in den Endgültigen Bedingungen "**FRN-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag für Festzins auf den unmittelbar vorausgehenden Geschäftstag vorgezogen und (ii) jeder nachfolgende Zinszahlungstag für Festzins ist der jeweils letzte Geschäftstag des Monats, der entsprechend des in den Endgültigen Bedingungen angegebenen Zeitraums nach dem vorausgegangenen anwendbaren Zinszahlungstag für Festzins liegt; oder
- (iii) wenn in den Endgültigen Bedingungen "**Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben; oder
- (iv) wenn in den Endgültigen Bedingungen "**Vorausgegangener Geschäftstag-Konvention**" angegeben ist, auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen angepasst werden.

Anpassung der Zinsen. Falls der Fälligkeitstag einer Zahlung vorgezogen oder verschoben wird, wird der Zinsbetrag entsprechend angepasst.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen nicht angepasst werden.

Keine Anpassung der Zinsen. Der Gläubiger ist nicht berechtigt, etwaige weitere Zinsen oder sonstige Zahlungen aufgrund einer solchen Verschiebung zu verlangen.

(v) *Geschäftstag.* Für Zwecke der Absätze (i), (ii), (iii) oder (iv) und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Geschäftstag**",

(x) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder

(y) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

(b) *Berechnung der Zinsen für Teilzeiträume.* Sofern Zinsen für einen Zeitraum von weniger oder mehr als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des nachstehend in Absatz (c) definierten und in den Endgültigen Bedingungen angegebenen Zinstagequotienten.

(c) *Zinstagequotient für Festzinsperioden.* "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

(aa) wenn in den Endgültigen Bedingungen "**Actual/Actual (ICMA-Regelung 251)**" angegeben ist:

(aaa) im Fall, dass der Zinsberechnungszeitraum kürzer ist als die Feststellungsperiode (wie nachstehend definiert) in die das Ende des Zinsberechnungszeitraums fällt, oder, im Fall, dass der Zinsberechnungszeitraum der Feststellungsperiode entspricht, die Anzahl von Tagen in diesem Zinsberechnungszeitraum dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der in den Endgültigen Bedingungen angegebenen "**Anzahl der ICMA-Feststellungstage in einem Kalenderjahr**"; oder

(bbb) im Fall, dass der Zinsberechnungszeitraum länger ist als die Feststellungsperiode (wie nachstehend definiert), in die das Ende des Zinsberechnungszeitraums fällt, die Summe aus

(i) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr; und

(ii) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr.

"**Feststellungsperiode**" bezeichnet den Zeitraum von einem "**ICMA-Feststellungstag**" (einschließlich) (wie in den Endgültigen Bedingungen angegeben) bis zum nächsten ICMA-Feststellungstag (ausschließlich); dies schließt dann, wenn der Verzinsungsbeginn kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag vor dem Verzinsungsbeginn anfängt, und dann, wenn der letzte Zinszahlungstag für Festzins kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag nach dem letzten Zinszahlungstag für Festzins endet; oder

(bb) wenn in den Endgültigen Bedingungen "**Actual/365 (Fixed)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365; oder

(cc) wenn in den Endgültigen Bedingungen "**Actual/365 (Sterling)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 oder, wenn der Zinszahlungstag für Festzins in ein Schaltjahr fällt, 366; oder

(dd) wenn in den Endgültigen Bedingungen "**Actual/360**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360; oder

(ee) wenn in den Endgültigen Bedingungen "**30/360, 360/360 oder Bond Basis**" angegeben ist: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltene Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist); oder

(ff) wenn in den Endgültigen Bedingungen "**30E/360 oder Eurobond Basis**" angegeben ist: die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt).

(3) *Variablem Zinssatz/Zinszahlungstage für Variablen Zins.* Von dem in Absatz (2) definierten, in den Endgültigen Bedingungen angegebenen letzten Zinszahlungstag für Festzins (einschließlich) und vorbehaltlich § 4 dieser Anleihebedingungen bis zu dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen (ausschließlich) werden die

Schuldverschreibungen bezogen auf die Festgelegte Stückelung zu dem in den Endgültigen Bedingungen angegebenen Variablen Zinssatz (der "**Variable Zinssatz**") verzinst, der gemäß den nachfolgenden Bestimmungen von der in den Endgültigen Bedingungen angegebenen Berechnungsstelle (die "**Berechnungsstelle**") festgelegt wird. Zinsen sind nachträglich an den in den Endgültigen Bedingungen angegebenen Terminen (die "**Zinszahlungstage für Variablen Zins**") zahlbar.

- (a) *Geschäftstageskonvention.* Fällt ein Zinszahlungstag für Variablen Zins auf einen Tag, der kein Geschäftstag gemäß Absatz (v) ist, so wird der Zinszahlungstag für Variablen Zins,
- (i) wenn in den Endgültigen Bedingungen "**Modifizierte Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag für Variablen Zins auf den unmittelbar vorausgehenden Geschäftstag vorgezogen; oder
 - (ii) wenn in den Endgültigen Bedingungen "**FRN-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag für Variablen Zins auf den unmittelbar vorausgehenden Geschäftstag vorgezogen und (ii) jeder nachfolgende Zinszahlungstag für Variablen Zins ist der jeweils letzte Geschäftstag des Monats, der entsprechend des in den Endgültigen Bedingungen angegebenen Zeitraums nach dem vorausgegangenen anwendbaren Zinszahlungstag für Variablen Zins liegt; oder
 - (iii) wenn in den Endgültigen Bedingungen "**Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben; oder
 - (iv) wenn in den Endgültigen Bedingungen "**Vorausgegangener Geschäftstag-Konvention**" angegeben ist, auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen angepasst werden.

Anpassung der Zinsen. Falls der Fälligkeitstag einer Zahlung vorgezogen oder verschoben wird, wird der Zinsbetrag entsprechend angepasst.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen nicht angepasst werden.

Keine Anpassung der Zinsen. Der Gläubiger ist nicht berechtigt, etwaige weitere Zinsen oder sonstige Zahlungen aufgrund einer solchen Verschiebung zu verlangen.

- (v) *Geschäftstag.* Für Zwecke der Absätze (i), (ii), (iii) oder (iv) und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Geschäftstag**",
- (x) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder
 - (y) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.
- (b) *Zinsperiode.* Der Zeitraum von dem letzten Zinszahlungstag für Festzins (einschließlich) bis zum letzten Tag (einschließlich) vor dem ersten Zinszahlungstag für Variablen Zins sowie der Zeitraum von jedem Zinszahlungstag für Variablen Zins (einschließlich) bis zum letzten Tag (einschließlich) vor dem jeweils darauf folgenden Zinszahlungstag für Variablen Zins und letztmalig bis zum letzten Tag (einschließlich) vor dem Endfälligkeitstag wird nachstehend, wie in den Endgültigen Bedingungen angegeben, "**Zinsperiode**" genannt.
- (c) *Referenzzinssatz.*

(aa) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen **EURIBOR (Euro Interbank Offered Rate)** als Referenzzinssatz angegeben ist:*

- (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht dem gemäß den Absätzen (ii), (iii), (iv) oder (v) bestimmten und in den Endgültigen Bedingungen angegebenen EURIBOR-Satz für Euro-Einlagen für die jeweilige Zinsperiode und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz per annum angegebenen "**Marge**".

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Mindestzinssatz angegeben ist.

Mindestzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz niedriger ist als der in den Endgültigen Bedingungen angegebene Mindestzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Mindestzinssatz.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Höchstzinssatz angegeben ist.

Höchstzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz höher ist als der in den Endgültigen Bedingungen angegebene Höchstzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Höchstzinssatz.

- (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Variablen Zinssatz durch Bezugnahme auf den von den Mitgliedsbanken des EURIBOR-Panel quotierten EURIBOR-Satz für Euro-Einlagen für die betreffende Zinsperiode, der auf Reuters Seite EURIBOR01 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) um ca. 11.00 Uhr (Brüsseler Zeit) angezeigt wird und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iii) Sollte die in Absatz (ii) genannte Bildschirmseite nicht zur Verfügung stehen oder sollte zu der in Absatz (ii) festgelegten Zeit kein EURIBOR-Satz angezeigt werden, wird die Berechnungsstelle von vier ausgewählten Großbanken im Interbankenmarkt der Euro-Zone deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Euro-Einlagen für die betreffende Zinsperiode gegenüber führenden Banken im Interbankenmarkt der Euro Zone und über einen Betrag, der für eine einzelne Transaktion im Interbankenmarkt der Euro-Zone an dem betreffenden Zinsermittlungstag repräsentativ ist, um ca. 11.00 Uhr (Brüsseler Zeit) an dem betreffenden Zinsermittlungstag einholen. "**Euro-Zone**" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils gültigen Fassung eingeführt haben. Falls zwei oder mehr der vier ausgewählten Großbanken im Interbankenmarkt der Euro-Zone der Berechnungsstelle solche Angebotssätze nennen, ist der Variable Zinssatz für die betreffende Zinsperiode das von der Berechnungsstelle errechnete arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/1.000 %, wobei 0,0005 aufgerundet wird) dieser Angebotssätze und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iv) Falls an dem betreffenden Zinsermittlungstag nur eine oder keine der vier ausgewählten Großbanken im Interbankenmarkt der Euro-Zone der Berechnungsstelle die im vorstehenden Absatz (iii) beschriebenen Angebotssätze nennt, ist der Variable Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/1.000 %, wobei 0,0005 aufgerundet wird) der Sätze ermittelt, die von der Berechnungsstelle mit angemessener Sorgfalt ausgewählte Großbanken im Interbankenmarkt der Euro-Zone der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Brüsseler Zeit) an dem betreffenden Zinsermittlungstag Darlehen in Euro für die betreffende Zinsperiode gegenüber führenden europäischen Banken und über einen Betrag, der für eine einzelne Transaktion im Interbankenmarkt der Euro-Zone an dem betreffenden Zinsermittlungstag repräsentativ ist, anbieten und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (v) Kann an einem Zinsermittlungstag der EURIBOR-Satz nicht gemäß den Bestimmungen der Absätze (ii), (iii) oder (iv) festgestellt werden, wird der Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Der für die Berechnung des anwendbaren Variablen Zinssatzes maßgebende EURIBOR-Satz ist hierbei der zuletzt veröffentlichte EURIBOR-Satz, der auf Reuters Seite EURIBOR01 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt wird und von der Berechnungsstelle für Euro-Einlagen für die betreffende Zinsperiode ermittelt werden kann.
- (vi) Sollte der EURIBOR-Satz für die jeweilige in den Endgültigen Bedingungen festgelegte Zinsperiode entfallen und ein geeigneter Ersatz-Referenzzinssatz zur Verfügung stehen, der entweder als Nachfolger des EURIBOR-Satzes offiziell bekanntgegeben wird oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin dem EURIBOR-Satz in seiner Zusammensetzung möglichst nahekommt, tritt an die Stelle des EURIBOR-Satzes für die Restlaufzeit der Schuldverschreibungen dieser Ersatz-Referenzzinssatz. Voraussetzung hierfür ist, dass der Ersatz-Referenzzinssatz gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt wird, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt wird und der Ersatz-Referenzzinssatz sowie der Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 12 dieser Anleihebedingungen bekannt zu machen.
- (vii) Sollte der EURIBOR-Satz für die jeweilige in den Endgültigen Bedingungen festgelegte Zinsperiode entfallen und kein geeigneter Ersatz-Referenzzinssatz gemäß Absatz (vi) zur Verfügung stehen, können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 12 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückgezahlt werden.

Geschäftstag im Sinne dieses Absatzes (aa) bezeichnet einen Tag, an dem Zahlungen über das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) abgewickelt werden können.

- (ab) Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen **LIBOR (London Interbank Offered Rate)** als Referenzzinssatz angegeben ist:
 - (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht dem gemäß den Absätzen (ii), (iii), (iv) oder (v) bestimmten und in den Endgültigen Bedingungen angegebenen

LIBOR-Satz für Einlagen in der in den Endgültigen Bedingungen festgelegten Währung für die jeweilige Zinsperiode und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz per annum angegebenen "**Marge**".

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Mindestzinssatz angegeben ist.

Mindestzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz niedriger ist als der in den Endgültigen Bedingungen angegebene Mindestzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Mindestzinssatz.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Höchstzinssatz angegeben ist.

Höchstzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz höher ist als der in den Endgültigen Bedingungen angegebene Höchstzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Höchstzinssatz.

- (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Variablen Zinssatz durch Bezugnahme auf den LIBOR-Satz für Einlagen in der festgelegten Währung für die betreffende Zinsperiode, der auf Reuters Seite LIBOR01 oder LIBOR02 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) um ca. 11.00 Uhr (Londoner Zeit) angezeigt wird und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iii) Sollte die in Absatz (ii) genannte Bildschirmseite nicht zur Verfügung stehen oder sollte zu der in Absatz (ii) festgelegten Zeit kein LIBOR-Satz angezeigt werden, wird die Berechnungsstelle von vier ausgewählten Großbanken im Londoner Interbankenmarkt deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen der in den Endgültigen Bedingungen festgelegten Währung für die betreffende Zinsperiode gegenüber führenden Banken im Londoner Interbankenmarkt und über einen Betrag, der für eine einzelne Transaktion im Londoner Interbankenmarkt an dem betreffenden Zinsermittlungstag repräsentativ ist, um ca. 11.00 Uhr (Londoner Zeit) an dem betreffenden Zinsermittlungstag einholen. Falls zwei oder mehr der vier ausgewählten Großbanken im Londoner Interbankenmarkt der Berechnungsstelle solche Angebotssätze nennen, ist der Variable Zinssatz für die betreffende Zinsperiode das von der Berechnungsstelle errechnete arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) dieser Angebotssätze und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iv) Falls an dem betreffenden Zinsermittlungstag nur eine oder keine der vier ausgewählten Großbanken im Londoner Interbankenmarkt der Berechnungsstelle die im vorstehenden Absatz (iii) beschriebenen Angebotssätze nennt, ist der Variable Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) der Sätze ermittelt, die von der Berechnungsstelle mit angemessener Sorgfalt ausgewählte Großbanken im Londoner Interbankenmarkt der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Londoner Zeit) an dem betreffenden Zinsermittlungstag Darlehen in der in den Endgültigen Bedingungen festgelegten Währung für die betreffende Zinsperiode gegenüber führenden europäischen Banken und über einen Betrag, der für eine einzelne Transaktion im Londoner Interbankenmarkt an dem betreffenden Zinsermittlungstag repräsentativ ist, anbieten und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (v) Kann an einem Zinsermittlungstag der LIBOR-Satz nicht gemäß den Bestimmungen der Absätze (ii), (iii) oder (iv) festgestellt werden, wird der Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Der für die Berechnung des anwendbaren Variablen Zinssatzes maßgebende LIBOR-Satz ist hierbei der zuletzt veröffentlichte LIBOR-Satz, der auf Reuters Seite LIBOR01 oder LIBOR02 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt wird und von der Berechnungsstelle für Einlagen in der festgelegten Währung für die betreffende Zinsperiode ermittelt werden kann.
- (vi) Sollte der LIBOR-Satz für Einlagen der in den Endgültigen Bedingungen festgelegten Währung für die jeweilige Zinsperiode entfallen und ein geeigneter Ersatz-Referenzzinssatz zur Verfügung stehen, der entweder als Nachfolger des LIBOR-Satzes offiziell bekanntgegeben wird oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin dem LIBOR-Satz in seiner Zusammensetzung möglichst nahekommt, tritt an die Stelle des LIBOR-Satzes für die Restlaufzeit der Schuldverschreibungen dieser Ersatz-Referenzzinssatz. Voraussetzung hierfür ist, dass der Ersatz-Referenzzinssatz gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt wird, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt wird und der Ersatz-Referenzzinssatz sowie der Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 12 dieser Anleihebedingungen bekannt zu machen.

- (vii) Sollte der LIBOR-Satz für Einlagen der in den Endgültigen Bedingungen festgelegten Währung für die jeweilige Zinsperiode entfallen und kein geeigneter Ersatz-Referenzzinssatz gemäß Absatz (vi) zur Verfügung stehen, können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 12 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückgezahlt werden.

Geschäftstag im Sinne dieses Absatzes (*ab*) bezeichnet einen Tag (außer einem Samstag oder einem Sonntag), an dem Geschäftsbanken in London und in dem in den Endgültigen Bedingungen angegebenen Hauptfinanzzentrum des Landes der entsprechenden Währung für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

- (ac) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen ein **CMS (Constant Maturity Swap) Satz** als Referenzzinssatz angegeben ist:*

- (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht dem gemäß den Absätzen (ii), (iii) oder (iv) bestimmten und in den Endgültigen Bedingungen angegebenen Jahres-Swapsatz für die in den Endgültigen Bedingungen angegebene Währung (der betreffende mittlere Swapsatz gegen den entsprechenden in den Endgültigen Bedingungen angegebenen Referenzzinssatz) (der "**Swapsatz**") und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz per annum angegebenen "**Marge**".

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Mindestzinssatz angegeben ist.

Mindestzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz niedriger ist als der in den Endgültigen Bedingungen angegebene Mindestzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Mindestzinssatz.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Höchstzinssatz angegeben ist.

Höchstzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz höher ist als der in den Endgültigen Bedingungen angegebene Höchstzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Höchstzinssatz.

- (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Zinssatz durch Bezugnahme auf den auf der in den Endgültigen Bedingungen festgelegten Reuters Seite (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) zu der in den Endgültigen Bedingungen angegebenen Uhrzeit quotierten Swapsatz und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iii) Sollte die Bildschirmseite gemäß Absatz (ii) nicht zur Verfügung stehen oder sollte zu der gemäß Absatz (ii) festgelegten Zeit kein Swapsatz angezeigt werden, wird die Berechnungsstelle von fünf führenden Swap-Händlern im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) deren Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für den betreffenden Jahres-Durchschnitts-Swapsatz für die betreffende Zinsperiode gegenüber einem anerkannten Swap-Händler im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) und über einen Betrag, der für eine einzelne Swap-Transaktion im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) an dem betreffenden Zinsermittlungstag repräsentativ ist, zu der in den Endgültigen Bedingungen angegebenen Uhrzeit an dem betreffenden Zinsermittlungstag einholen. "**Euro-Zone**" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils gültigen Fassung eingeführt haben. Falls mindestens drei der fünf angefragten führenden Swap-Händler im Interbankenmarkt der Euro Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) der Berechnungsstelle solche Angebotssätze nennen, ist der Variable Zinssatz für die betreffende Zinsperiode das von der Berechnungsstelle errechnete arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) dieser Angebotssätze, wobei der höchste Angebotssatz (bzw. bei mehreren gleich hohen Angebotssätzen einer der höchsten Sätze) und der niedrigste Angebotssatz (bzw. bei mehreren gleich niedrigen Angebotssätzen einer der niedrigsten Sätze) unberücksichtigt bleiben, und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iv) Kann an einem Zinsermittlungstag der Swapsatz nicht gemäß den Bestimmungen der Absätze (ii) oder (iii) festgestellt werden, wird der Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Der für die Berechnung des anwendbaren Variablen Zinssatzes maßgebende Swapsatz ist hierbei der zuletzt veröffentlichte Swapsatz, der auf der in den Endgültigen Bedingungen festgelegten Reuters Seite (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger)

in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt wird und von der Berechnungsstelle für die betreffende Zinsperiode ermittelt werden kann.

- (v) Sollte der Swapsatz für die jeweilige Zinsperiode entfallen und ein geeigneter Ersatz-Referenzzinssatz zur Verfügung stehen, der entweder als Nachfolger des Swapsatzes offiziell bekanntgegeben wird oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin dem Swapsatz in seiner Zusammensetzung möglichst nahekommt, tritt an die Stelle des Swapsatzes für die Restlaufzeit der Schuldverschreibungen dieser Ersatz-Referenzzinssatz. Voraussetzung hierfür ist, dass der Ersatz-Referenzzinssatz gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt wird, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt wird und der Ersatz-Referenzzinssatz sowie der Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 12 dieser Anleihebedingungen bekannt zu machen.
- (vi) Sollte der Swapsatz für die jeweilige Zinsperiode entfallen und kein geeigneter Ersatz-Referenzzinssatz gemäß Absatz (v) zur Verfügung stehen, können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 12 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückgezahlt werden.

Wenn die Schuldverschreibungen auf Euro lauten, bezeichnet Geschäftstag im Sinne dieses Absatzes (ac) einen Tag, an dem Zahlungen über das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) abgewickelt werden können. Wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, bezeichnet Geschäftstag im Sinne dieses Absatzes (ac) einen Tag (außer einem Samstag oder einem Sonntag), an dem Geschäftsbanken in dem in den Endgültigen Bedingungen angegebenen Hauptfinanzzentrum des Landes der entsprechenden Währung für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

(ad) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen eine **Differenz zwischen zwei CMS (Constant Maturity Swap) Sätzen** als Referenzzinssatz angegeben ist:*

- (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht der Differenz (ausgedrückt als Prozentsatz per annum) zwischen den zwei gemäß den Absätzen (ii), (iii) oder (iv) bestimmten und in den Endgültigen Bedingungen angegebenen Jahres-Swapsätzen für die in den Endgültigen Bedingungen angegebene Währung (jeweils der betreffende mittlere Swapsatz gegen den entsprechenden in den Endgültigen Bedingungen angegebenen Referenzzinssatz) (die "**Swapsätze**") und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz per annum angegebenen "**Marge**".

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Mindestzinssatz angegeben ist.

Mindestzinssatz. Wenn der gemäß den Bestimmungen dieses Absatzes (ad) für eine Zinsperiode ermittelte Variable Zinssatz niedriger ist als der in den Endgültigen Bedingungen angegebene Mindestzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Mindestzinssatz.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Höchstzinssatz angegeben ist.

Höchstzinssatz. Wenn der gemäß den Bestimmungen dieses Absatzes (ad) für eine Zinsperiode ermittelte Variable Zinssatz höher ist als der in den Endgültigen Bedingungen angegebene Höchstzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Höchstzinssatz.

- (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Zinssatz durch Bezugnahme auf die auf der in den Endgültigen Bedingungen festgelegten Reuters Seite (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) zu der in den Endgültigen Bedingungen angegebenen Uhrzeit quotierten Swapsätze und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iii) Sollte die Bildschirmseite gemäß Absatz (ii) nicht zur Verfügung stehen oder sollten zu der gemäß Absatz (ii) festgelegten Zeit keine Swapsätze angezeigt werden, wird die Berechnungsstelle von fünf führenden Swap-Händlern im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) deren Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für die betreffenden Jahres-Durchschnitts-Swapsätze für die betreffende Zinsperiode gegenüber einem anerkannten Swap-Händler im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) und über einen Betrag, der für eine einzelne Swap-Transaktion im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) an dem betreffenden Zinsermittlungstag repräsentativ ist, zu der in den Endgültigen Bedingungen angegebenen Uhrzeit an

dem betreffenden Zinsermittlungstag einholen. "**Euro-Zone**" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils gültigen Fassung eingeführt haben. Falls mindestens drei der fünf angefragten führenden Swap-Händler im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) der Berechnungsstelle solche Angebotssätze nennen, so entsprechen die Swapsätze für die betreffende Zinsperiode jeweils dem von der Berechnungsstelle errechneten arithmetischen Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) dieser Angebotssätze, wobei der höchste Angebotssatz (bzw. bei mehreren gleich hohen Angebotssätzen einer der höchsten Sätze) und der niedrigste Angebotssatz (bzw. bei mehreren gleich niedrigen Angebotssätzen einer der niedrigsten Sätze) unberücksichtigt bleiben, und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.

- (iv) Können an einem Zinsermittlungstag die Swapsätze nicht gemäß den Bestimmungen der Absätze (ii) oder (iii) festgestellt werden, wird der Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Die für die Berechnung des anwendbaren Variablen Zinssatzes maßgebenden Swapsätze sind hierbei die zuletzt veröffentlichten Swapsätze, die auf der in den Endgültigen Bedingungen festgelegten Reuters Seite (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt werden und von der Berechnungsstelle für die betreffende Zinsperiode ermittelt werden können.
- (v) Sollten die Swapsätze für die jeweilige Zinsperiode entfallen und geeignete Ersatz-Referenzzinssätze zur Verfügung stehen, die entweder als Nachfolger der Swapsätze offiziell bekanntgegeben werden oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin den Swapsätzen in ihrer Zusammensetzung möglichst nahekommen, treten an die Stelle der Swapsätze für die Restlaufzeit der Schuldverschreibungen diese Ersatz-Referenzzinssätze. Voraussetzung hierfür ist, dass die Ersatz-Referenzzinssätze gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt werden, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt werden und die Ersatz-Referenzzinssätze sowie der Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 12 dieser Anleihebedingungen bekannt zu machen.
- (vi) Sollten die Swapsätze für die jeweilige Zinsperiode entfallen und keine geeigneten Ersatz-Referenzzinssätze gemäß Absatz (v) zur Verfügung stehen, können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 12 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückgezahlt werden.

Wenn die Schuldverschreibungen auf Euro lauten, bezeichnet Geschäftstag im Sinne dieses Absatzes (*ad*) einen Tag, an dem Zahlungen über das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) abgewickelt werden können. Wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, bezeichnet Geschäftstag im Sinne dieses Absatzes (*ad*) einen Tag (außer einem Samstag oder einem Sonntag), an dem Geschäftsbanken in dem in den Endgültigen Bedingungen angegebenen Hauptfinanzzentrum des Landes der entsprechenden Währung für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

- (d) *Zinsbetrag*. Die Berechnungsstelle errechnet an jedem Zinsermittlungstag den auf den Gesamtnennbetrag der Schuldverschreibungen (wie in den Endgültigen Bedingungen angegeben) und/oder auf die Festgelegte Stückelung der Schuldverschreibungen (wie in den Endgültigen Bedingungen angegeben) entfallenden Zinsbetrag (der "**Zinsbetrag**") für die entsprechende Zinsperiode durch Multiplikation des auf die entsprechende Zinsperiode anzuwendenden Variablen Zinssatzes mit dem Gesamtnennbetrag der Schuldverschreibungen und/oder der Festgelegten Stückelung der Schuldverschreibungen, wobei das Produkt mit dem Zinstagequotienten (wie in nachstehendem Absatz (e) definiert und in den Endgültigen Bedingungen angegeben) multipliziert wird. Der so errechnete Zinsbetrag wird auf die kleinste Einheit der jeweiligen Währung gerundet. Eine halbe Einheit dieser Währung wird aufgerundet.
- (e) *Zinstagequotient für Zinsperioden variablen Zinses*. "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):
 - (aa) wenn in den Endgültigen Bedingungen "**Actual/Actual (ICMA-Regelung 251)**" angegeben ist:
 - (aaa) im Fall, dass der Zinsberechnungszeitraum kürzer ist als die Feststellungsperiode (wie nachstehend definiert) in die das Ende des Zinsberechnungszeitraums fällt, oder, im Fall, dass der Zinsberechnungszeitraum der Feststellungsperiode entspricht, die Anzahl von Tagen in diesem Zinsberechnungszeitraum dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der in den Endgültigen Bedingungen angegebenen "**Anzahl der ICMA-Feststellungstage in einem Kalenderjahr**"; oder
 - (bbb) im Fall, dass der Zinsberechnungszeitraum länger ist als die Feststellungsperiode (wie nachstehend definiert), in die das Ende des Zinsberechnungszeitraums fällt, die Summe aus
 - (i) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr; und

- (ii) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr.

"Feststellungsperiode" bezeichnet den Zeitraum von einem **"ICMA-Feststellungstag"** (einschließlich) (wie in den Endgültigen Bedingungen angegeben) bis zum nächsten ICMA-Feststellungstag (ausschließlich); dies schließt dann, wenn der letzte Zinszahlungstag für Festzins kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag vor dem letzten Zinszahlungstag für Festzins anfängt, und dann, wenn der letzte Zinszahlungstag für Variablen Zins kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag nach dem letzten Zinszahlungstag für Variablen Zins endet; oder

- (bb) wenn in den Endgültigen Bedingungen **"Actual/365 (Fixed)"** angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365; oder
- (cc) wenn in den Endgültigen Bedingungen **"Actual/365 (Sterling)"** angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 oder, wenn der Zinszahlungstag für Variablen Zins in ein Schaltjahr fällt, 366; oder
- (dd) wenn in den Endgültigen Bedingungen **"Actual/360"** angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360; oder
- (ee) wenn in den Endgültigen Bedingungen **"30/360, 360/360 oder Bond Basis"** angegeben ist: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltene Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist); oder
- (ff) wenn in den Endgültigen Bedingungen **"30E/360 oder Eurobond Basis"** angegeben ist: die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt).
- (f) *Bekanntmachung von Variablem Zinssatz, Zinsbetrag und Zinszahlungstag für Variablen Zins.* Die Berechnungsstelle veranlasst die Bekanntmachung des für die entsprechende Zinsperiode ermittelten Variablen Zinssatzes, des auf den Gesamtnennbetrag der Schuldverschreibungen und/oder auf die festgelegte Stückelung der Schuldverschreibungen zu zahlenden Zinsbetrages und des Zinszahlungstages für Variablen Zins unverzüglich gemäß § 12 dieser Anleihebedingungen. Im Falle einer Verlängerung oder einer Verkürzung der Zinsperiode können von der Berechnungsstelle der zahlbare Zinsbetrag sowie der Zinszahlungstag für Variablen Zins nachträglich berichtigt oder andere geeignete Anpassungsregelungen getroffen werden, ohne dass es dafür einer weiteren Bekanntmachung bedarf. Im Übrigen und soweit die Zinsermittlung gemäß den vorangegangenen Absätzen (a) bis (e) erfolgt, sind die Ermittlung der jeweiligen Variablen Zinssätze und der jeweils zahlbaren Zinsbeträge für alle Beteiligten bindend. Den Gläubigern stehen gegen die Berechnungsstelle keine Ansprüche wegen der Art der Wahrnehmung oder der Nichtwahrnehmung der sich aus diesem Absatz (f) ergebenden Rechte, Pflichten oder Ermessensbefugnisse zu.
- (4) *Auflaufende Zinsen.* Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden. Falls die Emittentin die Schuldverschreibungen bei Endfälligkeit nicht oder nicht vollständig einlöst, erfolgt die Verzinsung des ausstehenden Gesamtnennbetrages der Schuldverschreibungen von dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen bis zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht, in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen³³.

§ 3 Rückzahlung

Rückzahlung bei Endfälligkeit. Soweit nicht zuvor bereits zurückgezahlt oder angekauft und entwertet, wird die Emittentin die Schuldverschreibungen zu ihrem Nennbetrag an dem in den Endgültigen Bedingungen angegebenen Endfälligkeitstag (der **"Endfälligkeitstag"**) zurückzahlen.

§ 4 Vorzeitige Rückzahlung

- (1) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Emittentin das Recht hat, die Schuldverschreibungen vorzeitig zu kündigen (Call Option):*

³³ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Bürgerliches Gesetzbuch.

Vorzeitige Rückzahlung nach Wahl der Emittentin (Call Option). Die Emittentin ist über die Kündigung gemäß § 2 Absatz (3) (c) (aa) (vii), § 2 Absatz (3) (c) (ab) (vii), § 2 Absatz (3) (c) (ac) (vi), § 2 Absatz (3) (c) (ad) (vi) oder § 9 Absatz (2) (b) dieser Anleihebedingungen hinaus berechtigt, die Schuldverschreibungen insgesamt, jedoch nicht teilweise, unter Einhaltung einer in den Endgültigen Bedingungen angegebenen "**Mindestkündigungsfrist**" durch Bekanntmachung gemäß § 12 dieser Anleihebedingungen zu dem/den in den Endgültigen Bedingungen angegebenen "**Wahlrückzahlungstag(en) (Call)**" zu kündigen und zum entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückzuzahlen.

(2) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass ein Gläubiger das Recht hat, die Schuldverschreibungen vorzeitig zu kündigen (Put Option):*

Vorzeitige Rückzahlung nach Wahl eines Gläubigers (Put Option). Jeder Gläubiger ist über die Kündigung gemäß § 5 Absatz (1) dieser Anleihebedingungen hinaus berechtigt, seine Schuldverschreibungen unter Einhaltung einer in den Endgültigen Bedingungen angegebenen "**Mindestkündigungsfrist**" zu dem/den in den Endgültigen Bedingungen angegebenen "**Wahlrückzahlungstag(en) (Put)**" zu kündigen. Die Emittentin hat eine Schuldverschreibung nach Ausübung des entsprechenden Kündigungsrechts durch einen Gläubiger am/an den in den Endgültigen Bedingungen angegebenen Wahlrückzahlungstag(en) (Put) zum entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückzuzahlen.

Die Ausübung des Kündigungsrechts durch einen Gläubiger erfolgt durch Mitteilung in Textform in deutscher oder englischer Sprache ("**Kündigungserklärung**") gegenüber der in den Endgültigen Bedingungen angegebenen Geschäftsstelle der Emissionsstelle. Die Kündigungserklärung muss bis spätestens 17.00 Uhr (Frankfurter Zeit) an dem Geschäftstag, der dem ersten Geschäftstag einer in den Endgültigen Bedingungen angegebenen Mindestkündigungsfrist vorangeht, zugehen. Ansonsten ist das Kündigungsrecht nicht wirksam ausgeübt. Die Kündigungserklärung hat anzugeben:

- (a) den Gesamtnennbetrag der Schuldverschreibungen, für die das Kündigungsrecht ausgeübt wird;
- (b) die Wertpapier-Kenn-Nummer(n); und,
- (c) wenn in den Endgültigen Bedingungen CBF als Clearing System angegeben ist, Kontaktdaten sowie eine Kontoverbindung.

Für die Kündigungserklärung kann ein Formblatt verwendet werden, das bei der in den Endgültigen Bedingungen angegebenen Geschäftsstelle der Emissionsstelle erhältlich ist, und das weitere Hinweise enthält. Der Kündigungserklärung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Kündigungserklärung Inhaber der betreffenden Schuldverschreibungen ist. Der Nachweis kann durch eine Bescheinigung der entsprechenden Depotbank (wie in § 13 Absatz (3) dieser Anleihebedingungen definiert) oder auf andere geeignete Weise erbracht werden. Eine wirksam abgegebene Kündigungserklärung ist unwiderruflich. Die Rückzahlung der Schuldverschreibungen, auf die sich die Kündigungserklärung bezieht, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.

(3) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Emittentin und/oder ein Gläubiger kein Recht haben, die Schuldverschreibungen vorzeitig zu kündigen:*

Keine Vorzeitige Rückzahlung nach Wahl der Emittentin und/oder eines Gläubigers. Weder die Emittentin noch ein Gläubiger ist zur Kündigung der Schuldverschreibungen berechtigt.

§ 5

Kündigung aus wichtigem Grund / Vorzeitiger Rückzahlungsbetrag

(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibungen aus wichtigem Grund zu kündigen und deren sofortige Rückzahlung zu einem Vorzeitigen Rückzahlungsbetrag gemäß Absatz (3) zu verlangen. Ein wichtiger Grund liegt insbesondere dann vor, wenn

- (a) die Emittentin Beträge, die auf die Schuldverschreibungen zu leisten sind, nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder
- (b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus diesen Anleihebedingungen unterlässt und die Unterlassung länger als 45 Tage fort dauert, nachdem der Emissionsstelle eine Mahnung in Textform zugegangen ist, durch die die Emittentin von einem Gläubiger aufgefordert wird, die Verpflichtung zu erfüllen oder zu beachten; oder
- (c) die Emittentin ihre Zahlungen einstellt oder ihre Zahlungsunfähigkeit bekannt gibt; oder
- (d) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, ein solches Verfahren eingeleitet und nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt worden ist oder die für die Emittentin zuständige Aufsichtsbehörde oder Abwicklungsbehörde ein solches Verfahren beantragt; oder
- (e) die Emittentin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung, Zusammenlegung oder anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung und die andere oder neue Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin im Zusammenhang mit diesen Anleihebedingungen eingegangen ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Benachrichtigung.* Eine Benachrichtigung oder Kündigung gemäß Absatz (1) ist in Textform in deutscher oder englischer Sprache gegenüber der in den Endgültigen Bedingungen angegebenen Geschäftsstelle der Emissionsstelle zu erklären,

zusammen mit einem Nachweis, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung oder Kündigung Inhaber der betreffenden Schuldverschreibungen ist. Der Nachweis kann durch eine Bescheinigung der entsprechenden Depotbank (wie in § 13 Absatz (3) dieser Anleihebedingungen definiert) oder auf andere geeignete Weise erbracht werden.

(3) *Vorzeitiger Rückzahlungsbetrag.* Die Rückzahlung der Schuldverschreibungen erfolgt bei einer Kündigung nach Absatz (1), nach § 2 Absatz (3) (c) (aa) (vii), nach § 2 Absatz (3) (c) (ab) (vii), nach § 2 Absatz (3) (c) (ac) (vi), nach § 2 Absatz (3) (c) (ad) (vi), nach § 4 Absatz (1), nach § 4 Absatz (2) oder nach § 9 Absatz (2) (b) dieser Anleihebedingungen zu einem Betrag (der "**Vorzeitige Rückzahlungsbetrag**"), der sich wie folgt bestimmt:

Der Vorzeitige Rückzahlungsbetrag ist der Nennbetrag zuzüglich etwaiger Stückzinsen.

§ 6

Zahlungen / Emissionsstelle / Zahlstelle / Berechnungsstelle

(1) *Zahlungen von Kapital und/oder Zinsen/Erfüllung.* Sämtliche gemäß diesen Anleihebedingungen zahlbaren Beträge sind von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger zu zahlen. Die Emittentin wird durch Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht gegenüber den Gläubigern befreit.

(2) *Der nachfolgende Absatz findet Anwendung, wenn Zinszahlungen auf eine Vorläufige Globalurkunde erfolgen sollen.*

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (3) von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (4) (b) dieser Anleihebedingungen.

(3) *Zahlungsweise.* Zahlungen fälliger Beträge auf die Schuldverschreibungen erfolgen in der in den Endgültigen Bedingungen angegebenen frei konvertierbaren Währung, die am entsprechenden Fälligkeitstag die gesetzliche Währung des Staates der festgelegten Währung ist. Unbeschadet der Bestimmungen in § 9 dieser Anleihebedingungen unterliegen die Zahlungen fälliger Beträge auf die Schuldverschreibungen in allen Fällen (i) den hierfür am Zahlungsort geltenden steuerlichen und sonstigen Gesetzen und Vorschriften, und (ii) einem Einbehalt oder Abzug, der gemäß einer in § 1471 (b) des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung beschriebenen Vereinbarung erforderlich ist oder anderweitig gemäß §§ 1471 bis 1474 des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung (allgemein bekannt als FATCA) oder gemäß darauf gestützter Bestimmungen oder Vereinbarungen oder gemäß deren offizieller Auslegung oder gemäß eines Gesetzes zur Umsetzung einer diesbezüglichen zwischenstaatlichen Vorgehensweise auferlegt wird.

(4) *Zahltag.* Fällt der Endfälligkeitstag in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Zahltag**",

- (a) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder
- (b) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

(5) *Hinterlegung von Kapital und/oder Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapital- und/oder Zinsbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Endfälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der Gläubiger gegen die Emittentin.

(6) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle (wie in den Endgültigen Bedingungen angegeben) zu ändern oder zu beenden und eine andere Emissionsstelle und/oder zusätzliche oder andere Zahlstellen und/oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt eine Emissionsstelle und/oder Zahlstelle (die die Emissionsstelle sein kann) und/oder Berechnungsstelle (die die Emissionsstelle sein kann) unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 12 dieser Anleihebedingungen vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert werden.

(7) *Beauftragte der Emittentin.* Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle handeln in ihrer Eigenschaft als solche ausschließlich als Beauftragte der Emittentin, und es besteht kein Auftrags- oder Treuhandverhältnis zwischen der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle und den Gläubigern der Schuldverschreibungen. Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle haften dafür, dass sie Erklärungen abgeben, nicht abgeben, entgegennehmen oder Handlungen vornehmen oder unterlassen nur, wenn und soweit sie dabei die Sorgfalt eines ordentlichen Kaufmanns verletzt haben.

§ 7 Vorlegungsfrist

Vorlegungsfrist. Die in § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch bestimmte Vorlegungsfrist für fällige Schuldverschreibungen wird auf zehn Jahre abgekürzt. Die Verjährungsfrist für innerhalb der Vorlegungsfrist vorgelegte Schuldverschreibungen beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

§ 8 Status

Status. Die Schuldverschreibungen begründen nicht besicherte und bevorrechtigte nicht nachrangige Verbindlichkeiten der Emittentin, die

- (a) untereinander und mit allen anderen nicht besicherten und bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin *gleichrangig* sind;
- (b) *vorrangig* sind gegenüber (i) nicht besicherten und nicht bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin, (ii) nachrangigen Verbindlichkeiten der Emittentin, bei denen es sich nicht um zusätzliches Kernkapital oder Ergänzungskapital handelt, (iii) Kapitalinstrumenten des Ergänzungskapitals, (iv) Kapitalinstrumenten des zusätzlichen Kernkapitals und (v) Kapitalinstrumenten des harten Kernkapitals;
- (c) *nachrangig* sind gegenüber Verbindlichkeiten der Emittentin, die nach geltenden Rechtsvorschriften *vorrangig* sind.

§ 9 Steuern / Vorzeitige Rückzahlung aus steuerlichen Gründen

(1) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass für die Schuldverschreibungen keine Quellensteuerausgleichsklausel Anwendung findet.*

Quellensteuer. Sämtliche auf die Schuldverschreibungen zahlbaren Kapital- und/oder Zinsbeträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland durch Einbehalt oder Abzug an der Quelle (Quellensteuer) auferlegt oder erhoben werden, es sei denn, dieser Einbehalt oder Abzug ist gesetzlich vorgeschrieben.

(2) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass für die Schuldverschreibungen eine Quellensteuerausgleichsklausel Anwendung findet.*

- (a) *Quellensteuer.* Sämtliche auf die Schuldverschreibungen zahlbaren Kapital- und/oder Zinsbeträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland durch Einbehalt oder Abzug an der Quelle (Quellensteuer) auferlegt oder erhoben werden, es sei denn, dieser Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In diesem Fall wird die Emittentin diejenigen zusätzlichen Beträge (die "**Zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen an Kapital und/oder Zinsen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher Zusätzlichen Beträge besteht jedoch nicht im Hinblick auf Steuern, Abgaben oder Gebühren,
 - (i) wenn die Zahlungen an einen Gläubiger oder einen Dritten für einen Gläubiger erfolgen, der derartige Steuern, Abgaben oder Gebühren in Bezug auf die Schuldverschreibungen aufgrund anderer Beziehungen zur Bundesrepublik Deutschland oder einem Mitgliedstaat der Europäischen Union schuldet als dem bloßen Umstand, dass er (x) Gläubiger ist oder (y) Kapital, Zinsen oder einen sonstigen Betrag in Bezug auf die Schuldverschreibungen entgegengenommen hat; oder
 - (ii) wenn die Schuldverschreibungen mehr als 30 Tage nach Fälligkeit der betreffenden Zahlungen von Kapital und/oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 12 dieser Anleihebedingungen vorgelegt werden; dies gilt nicht, soweit der betreffende Gläubiger Anspruch auf solche Zusätzlichen Beträge gehabt hätte, wenn er die Schuldverschreibungen am Ende oder vor Ablauf der Frist von 30 Tagen zur Zahlung vorgelegt hätte; oder
 - (iii) wenn diese Steuern, Abgaben oder Gebühren aufgrund (x) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (y) einer zwischenstaatlichen Vereinbarung oder eines internationalen Abkommens über deren Besteuerung, an der die Bundesrepublik Deutschland oder an dem die Europäische Union beteiligt ist, oder (z) einer gesetzlichen Vorschrift, die diese Richtlinie, diese Verordnung, diese zwischenstaatliche Vereinbarung oder dieses internationale Abkommen umsetzt oder befolgt oder die eingeführt wurde, um dieser Richtlinie, dieser Verordnung, dieser zwischenstaatlichen Vereinbarung oder diesem internationalen Abkommen nachzukommen, einzubehalten oder abzuziehen sind; oder
 - (iv) wenn hinsichtlich der Schuldverschreibungen ein Einbehalt oder Abzug nur deswegen erfolgt, weil diese Schuldverschreibungen von einer Bank in der Bundesrepublik Deutschland, die diese Schuldverschreibungen verwahrt hat oder noch verwahrt, für den betreffenden Gläubiger zur Zahlung eingezogen werden; oder
 - (v) soweit der Einbehalt oder Abzug gemäß §§ 1471 bis 1474 des U.S. Internal Revenue Code von 1986 in seiner jeweils gültigen Fassung (der "**Internal Revenue Code**"), jeder gegenwärtigen oder zukünftigen Verordnung oder

offiziellen Auslegung davon, jeder Vereinbarung, die gemäß § 1471 (b) des Internal Revenue Codes eingegangen wurde oder jeder steuerlichen oder regulatorischen Gesetzgebung, sowie steuerlichen und regulatorischen Gesetzen oder Vorgehensweisen, die aus dem Vorhergehenden resultieren, oder, die nach einer zwischenstaatlichen Vereinbarung, die zur Umsetzung der Bestimmungen des Internal Revenue Code geschlossen wurde, vorzunehmen ist; oder

(vi) wenn hinsichtlich der Schuldverschreibungen derartige Steuern, Abgaben oder Gebühren auf andere Weise als durch Einbehalt oder Abzug von Kapital und/oder Zinsen erhoben werden.

- (b) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 12 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 Absatz (3) dieser Anleihebedingungen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Steuer- oder Abgabengesetze und -vorschriften (vorausgesetzt diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag zur Zahlung von Zusätzlichen Beträgen (wie in Absatz (a) definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche Zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von Zusätzlichen Beträgen oder zum Einbehalt oder Abzug nicht mehr wirksam ist. Der für die Rückzahlung festgelegte Termin muss ein Zinszahlungstag sein.

Eine solche Kündigung hat gemäß § 12 dieser Anleihebedingungen zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Kündigungsrecht der Emittentin begründenden Umstände darlegt.

§ 10 Ersetzung

(1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital und/oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger, eine andere Gesellschaft (die "**Nachfolgeschuldnerin**") als Hauptschuldnerin für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen an die Stelle der Emittentin zu setzen. Voraussetzung dafür ist, dass:

- (a) die Nachfolgeschuldnerin sämtliche sich aus und im Zusammenhang mit diesen Schuldverschreibungen ergebenden Verpflichtungen erfüllen kann und insbesondere die hierzu erforderlichen Beträge ohne Beschränkungen in derjenigen Währung, auf die die Schuldverschreibungen lauten, an das Clearing System transferieren kann und
- (b) die Nachfolgeschuldnerin alle etwa notwendigen Genehmigungen der Behörden des Landes, in dem sie ihren Sitz hat, erhalten hat und
- (c) die Nachfolgeschuldnerin in geeigneter Form nachweist, dass sie alle Beträge, die zur Erfüllung der Zahlungsverpflichtungen aus oder in Zusammenhang mit diesen Schuldverschreibungen erforderlich sind, ohne die Notwendigkeit einer Einbehaltung von irgendwelchen Steuern, Abgaben oder Gebühren an der Quelle an das Clearing System transferieren darf und
- (d) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder Gebühren freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden, und
- (e) die Emittentin (für diesen Fall auch "**Garantin**" genannt) unbedingt und unwiderruflich die Verpflichtungen der Nachfolgeschuldnerin aus diesen Anleihebedingungen garantiert.

(2) *Bekanntmachung.* Ein solcher Schuldnerwechsel ist gemäß § 12 dieser Anleihebedingungen bekannt zu machen.

(3) *Änderung von Bezugnahmen.* Im Falle eines solchen Schuldnerwechsels gilt (i) jede Nennung der Emittentin in diesen Anleihebedingungen als auf die Nachfolgeschuldnerin bezogen und (ii) soll das Recht der Gläubiger, entsprechend § 5 Absatz (1) dieser Anleihebedingungen ihre Schuldverschreibungen zur sofortigen Rückzahlung zum Vorzeitigen Rückzahlungsbetrag zu kündigen, auch gegeben sein, wenn eines der in § 5 Absatz (1) (c) bis (e) dieser Anleihebedingungen genannten Ereignisse in Bezug auf die Garantin eintritt.

(4) *Gültigkeit.* Nach Ersetzung der Emittentin durch eine Nachfolgeschuldnerin gilt dieser § 10 erneut.

§ 11

Begebung weiterer Schuldverschreibungen / Ankauf / Entwertung

- (1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Valutierungstages und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden und den Gesamtnennbetrag der Serie erhöhen.
- (2) *Ankauf.* Die Emittentin ist jederzeit berechtigt, Schuldverschreibungen in jedem Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, wieder verkauft oder bei der in den Endgültigen Bedingungen angegebenen Emissionsstelle zwecks Entwertung eingereicht werden.
- (3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 12

Bekanntmachungen

- (1) *Bekanntmachungen in der Bundesrepublik Deutschland.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind im Bundesanzeiger zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.
- (2) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen zum Handel am Regulierten Markt "Bourse de Luxembourg" der Luxemburger Wertpapierbörse zugelassen sind und im Amtlichen Handel (Official List) der Luxemburger Wertpapierbörse und/oder an einer anderen oder weiteren Wertpapierbörse notiert werden.*
- (a) *Bekanntmachungen in einer Tageszeitung.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) in einer in den Endgültigen Bedingungen angegebenen führenden Tageszeitung mit allgemeiner Verbreitung in dem in den Endgültigen Bedingungen angegebenen Sitzstaat der Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.
- (b) *Bekanntmachungen auf der Internetseite.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) auf der in den Endgültigen Bedingungen angegebenen Internetseite der in den Endgültigen Bedingungen angegebenen Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt mit dem Tag der Veröffentlichung als wirksam erfolgt.
- (c) *Bekanntmachungen über das Clearing System.* Soweit dies Bekanntmachungen über den Variablen Zinssatz betrifft und die Regeln der in den Endgültigen Bedingungen angegebenen Wertpapierbörse es zulassen, kann die Emittentin zusätzlich zu einer Veröffentlichung nach Absatz (1) eine Veröffentlichung nach Absatz (a) oder Absatz (b) durch eine Bekanntmachung an das in den Endgültigen Bedingungen angegebene Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Bekanntmachung gilt am vierten Tag nach dem Tag der Bekanntmachung an das Clearing System als wirksam erfolgt.

§ 13

Anwendbares Recht / Gerichtsstand / Gerichtliche Geltendmachung

- (1) *Anwendbares Recht.* Die Schuldverschreibungen unterliegen deutschem Recht.
- (2) *Gerichtsstand.* Nicht ausschließlicher Gerichtsstand für sämtliche Klagen und sonstige Verfahren ("**Rechtsstreitigkeiten**") im Zusammenhang mit den Schuldverschreibungen ist Frankfurt am Main. Ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten aus den in diesen Anleihebedingungen geregelten Angelegenheiten ist Frankfurt am Main für Kaufleute, juristische Personen des öffentlichen Rechts, öffentlich-rechtliche Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland.
- (3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder der Lagerstelle des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre.

Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die in dem Land, in dem der Rechtsstreit eingeleitet wird, prozessual zulässig ist.

Die Bestimmungen der nachfolgenden Anleihebedingungen gelten für die Schuldverschreibungen so, wie sie durch Angaben im TEIL I der beigefügten Endgültigen Bedingungen konkretisiert werden. Die Angaben im TEIL I der Endgültigen Bedingungen zusammengefasst mit den Bestimmungen der Anleihebedingungen stellen die für jede einzelne Tranche von Schuldverschreibungen anwendbaren Bedingungen dar (die "**Bedingungen**"). Kopien der Bedingungen sind kostenlos bei der bezeichneten Geschäftsstelle der Emissionsstelle und bei den bezeichneten Geschäftsstellen einer jeden Zahlstelle erhältlich; bei nicht an einer Börse notierten Schuldverschreibungen sind Kopien der entsprechenden Bedingungen allerdings ausschließlich für die Gläubiger solcher Schuldverschreibungen erhältlich.

B. ANLEIHEBEDINGUNGEN FÜR BEVORRECHTIGTE NICHT NACHRANGIGE SCHULDVERSCHREIBUNGEN (MIT MERKMALEN BERÜCKSICHTIGUNGSFÄHIGER VERBINDLICHKEITEN)

B1. Anleihebedingungen für festverzinsliche bevorrechtigte nicht nachrangige Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten)

§ 1

Währung / Stückelung / Form / Definitionen

(1) *Währung, Stückelung.* Diese Serie von bevorrechtigten nicht nachrangigen Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten) (die "**Schuldverschreibungen**") der DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Bundesrepublik Deutschland, (die "**Emittentin**") wird in der in den Endgültigen Bedingungen angegebenen Währung und in dem in den Endgültigen Bedingungen angegebenen Gesamtnennbetrag (vorbehaltlich Absatz (7), wenn in den Endgültigen Bedingungen angegeben ist, dass die Globalurkunde eine *new global note* ("**NGN**") ist) sowie in der in den Endgültigen Bedingungen angegebenen Stückelung (die "**Festgelegte Stückelung**" oder der "**Nennbetrag**") begeben.

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber und sind durch eine oder mehrere Globalurkunden verbrieft (jede eine "**Globalurkunde**").

(3) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen durch eine Dauerglobalurkunde verbrieft werden.*

Dauerglobalurkunde. Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist, falls die Emittentin nicht selbst die Emissionsstelle ist, von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(4) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen anfänglich durch eine Vorläufige Globalurkunde verbrieft werden.*

(a) *Vorläufige Globalurkunde.* Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**Vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der Festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die Vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind, falls die Emittentin nicht selbst die Emissionsstelle ist, jeweils von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) *Austausch.* Die Vorläufige Globalurkunde ist frühestens an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach jeder wirtschaftliche Eigentümer der durch die Vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Person ist (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine Vorläufige Globalurkunde verbriefte Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der Vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß dieses Absatzes (b) auszutauschen. Schuldverschreibungen, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in Absatz (c) definiert) zu liefern.

(c) *Vereinigte Staaten.* Für die Zwecke des Absatzes (b) bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(5) *Clearing System.* Die Globalurkunde wird von einem oder im Namen eines Clearing Systems verwahrt. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Clearing System**"

- (a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Bundesrepublik Deutschland ("**CBF**"); oder
- (b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxemburg, Großherzogtum Luxemburg ("**CBL**"); und/oder
- (c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brüssel, Königreich Belgien ("**Euroclear**").

CBL und Euroclear sind jeweils ein internationaler Zentralverwahrer von Wertpapieren (*international central securities depository*) ("**ICSD**" und zusammen "**ICSDs**").

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen im Namen der ICSDs verwahrt werden und die Globalurkunde eine NGN ist.

Die Schuldverschreibungen werden in Form einer NGN ausgegeben und von einem gemeinsamen Verwahrer (*common safekeeper*) im Namen beider ICSDs verwahrt.

*Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen im Namen der ICSDs verwahrt werden und die Globalurkunde eine classical global note ("**CGN**") ist.*

Die Schuldverschreibungen werden in Form einer CGN ausgegeben und von einer gemeinsamen Verwahrstelle (*common depository*) im Namen beider ICSDs verwahrt.

(6) *Gläubiger von Schuldverschreibungen.* "**Gläubiger**" ist jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Schuldverschreibungen.

(7) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Globalurkunde bzw. die Vorläufige Globalurkunde eine NGN ist.*

Register der ICSDs. Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtnennbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis über den Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesen Zwecken von einem ICSD jeweils ausgestellte Bescheinigung mit dem Gesamtnennbetrag der so verbrieften Schuldverschreibungen ist ein maßgeblicher Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt.

Bei Rückzahlung oder Zahlung einer Rate oder einer Zinszahlung bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten über Rückzahlung oder Zahlung bzw. Kauf und Löschung bezüglich der Globalurkunde *pro rata* in die Unterlagen der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen bzw. der Gesamtnennbetrag der so gezahlten Raten abgezogen wird.

Bei Austausch eines Anteils von ausschließlich durch eine Vorläufige Globalurkunde verbrieft Schuldverschreibungen wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs *pro rata* in die Aufzeichnungen der ICSDs aufgenommen werden.

§ 2 Zinsen

(1) *Zinssatz/Zinszahlungstage.* Die Schuldverschreibungen werden, vorbehaltlich § 4 Absatz (1) (wenn in den Endgültigen Bedingungen die Möglichkeit einer vorzeitigen Rückzahlung durch die Emittentin angegeben ist) oder § 4 Absatz (2) dieser Anleihebedingungen, bezogen auf die festgelegte Stückelung ab dem in den Endgültigen Bedingungen angegebenen Verzinsungsbeginn (der "**Verzinsungsbeginn**") (einschließlich) bis zu dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen (ausschließlich) zu dem in den Endgültigen Bedingungen angegebenen jährlichen Zinssatz (der "**Zinssatz**") verzinst. Zinsen sind nachträglich an jedem in den Endgültigen Bedingungen angegebenen Datum (der "**Zinszahlungstag**") und am Endfälligkeitstag zahlbar. Falls Bruchteilzinsbeträge auf die Schuldverschreibungen zu zahlen sind (kurzer/langer erster/letzter Kupon), werden diese Beträge in den Endgültigen Bedingungen angegeben.

(2) *Geschäftstagekonvention.* Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag gemäß Absatz (e) ist, so wird der Zinszahlungstag

- (a) wenn in den Endgültigen Bedingungen "**Modifizierte Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen; oder
- (b) wenn in den Endgültigen Bedingungen "**FRN-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen und (ii) jeder nachfolgende Zinszahlungstag ist der jeweils letzte Geschäftstag des Monats, der entsprechend des in den Endgültigen Bedingungen angegebenen Zeitraums nach dem vorausgegangenen anwendbaren Zinszahlungstag liegt; oder
- (c) wenn in den Endgültigen Bedingungen "**Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben; oder

- (d) wenn in den Endgültigen Bedingungen "**Vorausgegangener Geschäftstag-Konvention**" angegeben ist, auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen angepasst werden.

Anpassung der Zinsen. Falls der Fälligkeitstag einer Zahlung vorgezogen oder verschoben wird, wird der Zinsbetrag entsprechend angepasst.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen nicht angepasst werden.

Keine Anpassung der Zinsen. Der Gläubiger ist nicht berechtigt, etwaige weitere Zinsen oder sonstige Zahlungen aufgrund einer solchen Verschiebung zu verlangen.

- (e) **Geschäftstag.** Für Zwecke der Absätze (a), (b), (c) oder (d) und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Geschäftstag**",
- (i) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder
- (ii) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

(3) **Auflaufende Zinsen.** Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden. Falls die Emittentin die Schuldverschreibungen bei Endfälligkeit nicht oder nicht vollständig einlöst, erfolgt die Verzinsung des ausstehenden Gesamtnennbetrages der Schuldverschreibungen von dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen bis zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht, in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen³⁴.

(4) **Berechnung der Zinsen für Teilzeiträume.** Sofern Zinsen für einen Zeitraum von weniger oder mehr als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des nachstehend in Absatz (5) definierten und in den Endgültigen Bedingungen angegebenen Zinstagequotienten.

(5) **Zinstagequotient.** "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

- (a) wenn in den Endgültigen Bedingungen "**Actual/Actual (ICMA-Regelung 251)**" angegeben ist:
- (aa) im Fall, dass der Zinsberechnungszeitraum kürzer ist als die Feststellungsperiode (wie nachstehend definiert) in die das Ende des Zinsberechnungszeitraums fällt, oder, im Fall, dass der Zinsberechnungszeitraum der Feststellungsperiode entspricht, die Anzahl von Tagen in diesem Zinsberechnungszeitraum dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der in den Endgültigen Bedingungen angegebenen "**Anzahl der ICMA-Feststellungstage in einem Kalenderjahr**"; oder
- (ab) im Fall, dass der Zinsberechnungszeitraum länger ist als die Feststellungsperiode (wie nachstehend definiert), in die das Ende des Zinsberechnungszeitraums fällt, die Summe aus
- (i) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr; und
- (ii) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr.

"**Feststellungsperiode**" bezeichnet den Zeitraum von einem "**ICMA-Feststellungstag**" (einschließlich) (wie in den Endgültigen Bedingungen angegeben) bis zum nächsten ICMA-Feststellungstag (ausschließlich); dies schließt dann, wenn der Verzinsungsbeginn kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag vor dem Verzinsungsbeginn anfängt, und dann, wenn der letzte Zinszahlungstag kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag nach dem letzten Zinszahlungstag endet; oder

- (b) wenn in den Endgültigen Bedingungen "**Actual/365 (Fixed)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365; oder
- (c) wenn in den Endgültigen Bedingungen "**Actual/365 (Sterling)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 oder, wenn der Zinszahlungstag in ein Schaltjahr fällt, 366; oder

³⁴ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Bürgerliches Gesetzbuch.

- (d) wenn in den Endgültigen Bedingungen "**Actual/360**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360; oder
- (e) wenn in den Endgültigen Bedingungen "**30/360, 360/360 oder Bond Basis**" angegeben ist: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltene Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist); oder
- (f) wenn in den Endgültigen Bedingungen "**30E/360 oder Eurobond Basis**" angegeben ist: die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt).

§ 3 Rückzahlung

Rückzahlung bei Endfälligkeit. Soweit nicht zuvor bereits zurückgezahlt oder angekauft und entwertet, wird die Emittentin die Schuldverschreibungen zu ihrem Nennbetrag an dem in den Endgültigen Bedingungen angegebenen Endfälligkeitstag (der "**Endfälligkeitstag**") zurückzahlen.

§ 4 Vorzeitige Rückzahlung

(1) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Emittentin das Recht hat, die Schuldverschreibungen vorzeitig zu kündigen (Call Option).*

Vorzeitige Rückzahlung nach Wahl der Emittentin (Call Option). Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich), ist die Emittentin berechtigt, die Schuldverschreibungen insgesamt, jedoch nicht teilweise, unter Einhaltung einer in den Endgültigen Bedingungen angegebenen "**Mindestkündigungsfrist**" durch Bekanntmachung gemäß § 11 dieser Anleihebedingungen zu dem in den Endgültigen Bedingungen angegebenen "**Wahlrückzahlungstag (Call)**" zu kündigen und zum entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 dieser Anleihebedingungen zurückzuzahlen.

(2) *Vorzeitige Rückzahlung aus regulatorischen Gründen.* Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich), können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 11 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag (wie in § 5 dieser Anleihebedingungen definiert) zurückgezahlt werden, falls die Schuldverschreibungen infolge einer Änderung oder Ergänzung der in der Europäischen Union oder der Bundesrepublik Deutschland geltenden Richtlinien, Gesetze oder Verordnungen oder deren Auslegung nicht länger den Mindestanforderungen für Eigenmittel und berücksichtigungsfähige Verbindlichkeiten (*minimum requirement for own funds and eligible liabilities – MREL*) gemäß Artikel 45 der Richtlinie 2014/59/EU des Europäischen Parlaments und des Rates vom 15. Mai 2014 zur Festlegung eines Rahmens für die Sanierung und Abwicklung von Kreditinstituten und Wertpapierfirmen, in der jeweils gültigen Fassung, (umgesetzt in § 49 des Gesetzes zur Sanierung und Abwicklung von Instituten und Finanzgruppen vom 10. Dezember 2014, in der jeweils gültigen Fassung) oder gemäß Artikel 12 der Verordnung (EU) Nr. 806/2014 des Europäischen Parlaments und des Rates vom 15. Juli 2014 zur Festlegung einheitlicher Vorschriften und eines einheitlichen Verfahrens für die Abwicklung von Kreditinstituten und bestimmten Wertpapierfirmen im Rahmen eines einheitlichen Abwicklungsmechanismus und eines einheitlichen Abwicklungsfonds, in der jeweils gültigen Fassung, oder jeder anderen anwendbaren gesetzlichen Bestimmung, die die Mindestanforderungen für Eigenmittel und berücksichtigungsfähige Verbindlichkeiten (MREL) regelt, entsprechen.

(3) *Keine vorzeitige Rückzahlung nach Wahl eines Gläubigers.* Ein Gläubiger ist nicht zur Kündigung der Schuldverschreibungen berechtigt.

§ 5 Vorzeitiger Rückzahlungsbetrag

Vorzeitiger Rückzahlungsbetrag. Die Rückzahlung der Schuldverschreibungen erfolgt bei einer Kündigung nach § 4 Absatz (1) oder nach § 4 Absatz (2) dieser Anleihebedingungen zu einem Betrag (der "**Vorzeitige Rückzahlungsbetrag**"), der sich wie folgt bestimmt:

Der Vorzeitige Rückzahlungsbetrag ist der Nennbetrag zuzüglich etwaiger Stückzinsen.

§ 6 Zahlungen / Emissionsstelle / Zahlstelle / Berechnungsstelle

(1) *Zahlungen von Kapital und/oder Zinsen/Erfüllung.* Sämtliche gemäß diesen Anleihebedingungen zahlbaren Beträge sind von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger zu zahlen. Die

Emittentin wird durch Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht gegenüber den Gläubigern befreit.

(2) *Der nachfolgende Absatz findet Anwendung, wenn Zinszahlungen auf eine Vorläufige Globalurkunde erfolgen sollen.*

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (3) von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (4) (b) dieser Anleihebedingungen.

(3) *Zahlungsweise.*

(a) *Der nachfolgende Absatz findet Anwendung, wenn die Schuldverschreibungen in einer anderen Währung als Chinesischen Renminbi denominated sind:*

Zahlungen fälliger Beträge auf die Schuldverschreibungen erfolgen in der in den Endgültigen Bedingungen angegebenen frei konvertierbaren Währung, die am entsprechenden Fälligkeitstag die gesetzliche Währung des Staates der festgelegten Währung ist. Unbeschadet der Bestimmungen in § 9 dieser Anleihebedingungen unterliegen die Zahlungen fälliger Beträge auf die Schuldverschreibungen in allen Fällen (i) den hierfür am Zahlungsort geltenden steuerlichen und sonstigen Gesetzen und Vorschriften, und (ii) einem Einbehalt oder Abzug, der gemäß einer in § 1471 (b) des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung beschriebenen Vereinbarung erforderlich ist oder anderweitig gemäß §§ 1471 bis 1474 des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung (allgemein bekannt als FATCA) oder gemäß darauf gestützter Bestimmungen oder Vereinbarungen oder gemäß deren offizieller Auslegung oder gemäß eines Gesetzes zur Umsetzung einer diesbezüglichen zwischenstaatlichen Vorgehensweise auferlegt wird.

(b) *Der nachfolgende Absatz findet Anwendung, wenn die Schuldverschreibungen in Chinesischen Renminbi denominated sind:*

Zahlungen fälliger Beträge auf die Schuldverschreibungen erfolgen in Chinesischen Renminbi ausschließlich mittels Überweisung auf ein vom Clearing System bei einer Bank außerhalb der Volksrepublik China unterhaltenes Konto. Unbeschadet der Bestimmungen in § 9 dieser Anleihebedingungen unterliegen die Zahlungen fälliger Beträge auf die Schuldverschreibungen in allen Fällen (i) den hierfür am Zahlungsort geltenden steuerlichen und sonstigen Gesetzen und Vorschriften und vorbehaltlich des nachstehenden Absatzes und (ii) einem Einbehalt oder Abzug, der gemäß einer in § 1471 (b) des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung beschriebenen Vereinbarung erforderlich ist oder anderweitig gemäß §§ 1471 bis 1474 des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung (allgemein bekannt als FATCA) oder gemäß darauf gestützter Bestimmungen oder Vereinbarungen oder gemäß deren offizieller Auslegung oder gemäß eines Gesetzes zur Umsetzung einer diesbezüglichen zwischenstaatlichen Vorgehensweise auferlegt wird.

Stellt die Emittentin fest, dass der zu zahlende Betrag am betreffenden Zahltag aufgrund von Umständen, die sich ihrer Kontrolle entziehen, in Chinesischen Renminbi für sie nicht verfügbar ist, oder dass Chinesische Renminbi oder eine gesetzlich vorgeschriebene Nachfolge-Währung nicht für die Abwicklung von internationalen Finanztransaktionen verwendet werden darf, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder, sobald wie möglich danach, durch eine Zahlung in US Dollar auf der Grundlage des Anwendbaren Wechselkurses (wie nachstehend definiert) erfüllen. Die Gläubiger sind nicht berechtigt, weitere Zinsen oder sonstige Zahlungen in Bezug auf eine solche Zahlung zu verlangen. Der "**Anwendbare Wechselkurs**" ist der Kassakurs (wie nachfolgend definiert) am zweiten Festlegungsgeschäftstag (wie nachfolgend definiert) vor einer solchen Zahlung (nachstehend auch "**Festlegungstag**" genannt) oder, falls ein solcher Kurs am Festlegungstag nicht verfügbar ist, der vor dem Festlegungstag zuletzt verfügbare Kassakurs, wie von der in den Endgültigen Bedingungen angegebenen Berechnungsstelle (die "**Berechnungsstelle**") bestimmt.

"**Kassakurs**" bezeichnet den zuletzt verfügbaren, von der Staatlichen Devisenverwaltung der Volksrepublik China (*State Administration of Foreign Exchange of the People's Republic of China*) gemeldeten offiziellen US Dollar/Chinesischen Renminbi Wechselkurs mit zweitägiger Valuta, wie von der Berechnungsstelle um ca. 11.00 Uhr (Hongkonger Zeit) am Festlegungstag unter Bezugnahme auf die Bildschirmseite CNY=SAEC von Reuters (oder eine Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) bestimmt. Wenn ein solcher offizieller Wechselkurs nicht verfügbar ist, wird die Berechnungsstelle um ca. 11.00 Uhr (Hongkonger Zeit) am Festlegungstag unter Bezugnahme auf die Bildschirmseite TRADCN3/Spalte USD/CNH von Reuters (oder auf eine Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) als Kassakurs das arithmetische Mittel zwischen dem US Dollar/Chinesischen Renminbi Geld- und Briefkurs auf dem außerbörslichen Chinese Renminbi-Devisenmarkt in Hongkong mit zweitägiger Valuta bestimmen.

"**Festlegungsgeschäftstag**" bezeichnet einen Tag (außer einem Samstag oder einem Sonntag), an dem das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) und Geschäftsbanken und Devisenmärkte in Hongkong und New York für allgemeine Geschäfte geöffnet sind und Zahlungen abwickeln.

(4) *Zahltage.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltage ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltage am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Zahltage**"

(a) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder

- (b) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

(5) *Hinterlegung von Kapital und/oder Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapital- und/oder Zinsbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Endfälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der Gläubiger gegen die Emittentin.

(6) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle (wie in den Endgültigen Bedingungen angegeben) zu ändern oder zu beenden und eine andere Emissionsstelle und/oder zusätzliche oder andere Zahlstellen und/oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt eine Emissionsstelle und/oder Zahlstelle (die die Emissionsstelle sein kann) und/oder Berechnungsstelle (die die Emissionsstelle sein kann) unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 11 dieser Anleihebedingungen vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert werden.

(7) *Beauftragte der Emittentin.* Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle handeln in ihrer Eigenschaft als solche ausschließlich als Beauftragte der Emittentin, und es besteht kein Auftrags- oder Treuhandverhältnis zwischen der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle und den Gläubigern der Schuldverschreibungen. Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle haften dafür, dass sie Erklärungen abgeben, nicht abgeben, entgegennehmen oder Handlungen vornehmen oder unterlassen nur, wenn und soweit sie dabei die Sorgfalt eines ordentlichen Kaufmanns verletzt haben.

§ 7 Vorlegungsfrist

Vorlegungsfrist. Die in § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch bestimmte Vorlegungsfrist für fällige Schuldverschreibungen wird auf zehn Jahre abgekürzt. Die Verjährungsfrist für innerhalb der Vorlegungsfrist vorgelegte Schuldverschreibungen beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

§ 8 Status / Aufrechnungsverbot / Keine Sicherheit / Keine Garantie

(1) *Status.* Die Schuldverschreibungen begründen nicht besicherte und bevorrechtigte nicht nachrangige Verbindlichkeiten der Emittentin, die

- (a) untereinander und mit allen anderen nicht besicherten und bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin *gleichrangig* sind;
- (b) *vorrangig* sind gegenüber (i) nicht besicherten und nicht bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin, (ii) nachrangigen Verbindlichkeiten der Emittentin, bei denen es sich nicht um zusätzliches Kernkapital oder Ergänzungskapital handelt, (iii) Kapitalinstrumenten des Ergänzungskapitals, (iv) Kapitalinstrumenten des zusätzlichen Kernkapitals und (v) Kapitalinstrumenten des harten Kernkapitals;
- (c) *nachrangig* sind gegenüber Verbindlichkeiten der Emittentin, die nach geltenden Rechtsvorschriften vorrangig sind.

(2) *Aufrechnungsverbot.* Die Aufrechnung von Forderungen aus den Schuldverschreibungen gegen Forderungen der Emittentin ist ausgeschlossen.

(3) *Keine Sicherheit/Keine Garantie.* Die Schuldverschreibungen sind weder besichert noch Gegenstand einer Garantie der Emittentin oder Dritter, die die Rangstellung der Forderungen der Gläubiger von Schuldverschreibungen verbessert.

§ 9 Steuern

Quellensteuer. Sämtliche auf die Schuldverschreibungen zahlbaren Kapital- und/oder Zinsbeträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland durch Einbehalt oder Abzug an der Quelle (Quellensteuer) auferlegt oder erhoben werden, es sei denn, dieser Einbehalt oder Abzug ist gesetzlich vorgeschrieben.

§ 10 Begebung weiterer Schuldverschreibungen / Ankauf / Entwertung

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Valutierungstages und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden und den Gesamtnennbetrag der Serie erhöhen.

(2) *Ankauf.* Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich), ist die Emittentin jederzeit berechtigt, Schuldverschreibungen in jedem Markt oder anderweitig zu jedem beliebigen Preis zu kaufen.

Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, wieder verkauft oder bei der in den Endgültigen Bedingungen angegebenen Emissionsstelle zwecks Entwertung eingereicht werden.

(3) *Entwertung*. Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 11

Bekanntmachungen

(1) *Bekanntmachungen in der Bundesrepublik Deutschland*. Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind im Bundesanzeiger zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.

(2) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen zum Handel am Regulierten Markt "Bourse de Luxembourg" der Luxemburger Wertpapierbörse zugelassen sind und im Amtlichen Handel (Official List) der Luxemburger Wertpapierbörse und/oder an einer anderen oder weiteren Wertpapierbörse notiert werden.*

(a) *Bekanntmachungen in einer Tageszeitung*. Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) in einer in den Endgültigen Bedingungen angegebenen führenden Tageszeitung mit allgemeiner Verbreitung in dem in den Endgültigen Bedingungen angegebenen Sitzstaat der Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.

(b) *Bekanntmachungen auf der Internetseite*. Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) auf der in den Endgültigen Bedingungen angegebenen Internetseite der in den Endgültigen Bedingungen angegebenen Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt mit dem Tag der Veröffentlichung als wirksam erfolgt.

§ 12

Anwendbares Recht / Gerichtsstand / Gerichtliche Geltendmachung

(1) *Anwendbares Recht*. Die Schuldverschreibungen unterliegen deutschem Recht.

(2) *Gerichtsstand*. Nicht ausschließlicher Gerichtsstand für sämtliche Klagen und sonstige Verfahren ("**Rechtsstreitigkeiten**") im Zusammenhang mit den Schuldverschreibungen ist Frankfurt am Main. Ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten aus den in diesen Anleihebedingungen geregelten Angelegenheiten ist Frankfurt am Main für Kaufleute, juristische Personen des öffentlichen Rechts, öffentlich-rechtliche Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland.

(3) *Gerichtliche Geltendmachung*. Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder der Lagerstelle des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre.

Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die in dem Land, in dem der Rechtsstreit eingeleitet wird, prozessual zulässig ist.

B2. Anleihebedingungen für variabel verzinsliche bevorrechtigte nicht nachrangige Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten)

§ 1

Währung / Stückelung / Form / Definitionen

(1) *Währung, Stückelung.* Diese Serie von bevorrechtigten nicht nachrangigen Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten) (die "**Schuldverschreibungen**") der DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Bundesrepublik Deutschland, (die "**Emittentin**") wird in der in den Endgültigen Bedingungen angegebenen Währung und in dem in den Endgültigen Bedingungen angegebenen Gesamtnennbetrag (vorbehaltlich Absatz (7)), wenn in den Endgültigen Bedingungen angegeben ist, dass die Globalurkunde eine *new global note* ("**NGN**") ist) sowie in der in den Endgültigen Bedingungen angegebenen Stückelung (die "**Festgelegte Stückelung**" oder der "**Nennbetrag**") begeben.

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber und sind durch eine oder mehrere Globalurkunden verbrieft (jede eine "**Globalurkunde**").

(3) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen durch eine Dauerglobalurkunde verbrieft werden.*

Dauerglobalurkunde. Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist, falls die Emittentin nicht selbst die Emissionsstelle ist, von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(4) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen anfänglich durch eine Vorläufige Globalurkunde verbrieft werden.*

(a) *Vorläufige Globalurkunde.* Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**Vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der Festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die Vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind, falls die Emittentin nicht selbst die Emissionsstelle ist, jeweils von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) *Austausch.* Die Vorläufige Globalurkunde ist frühestens an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach jeder wirtschaftliche Eigentümer der durch die Vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Person ist (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine Vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der Vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß dieses Absatzes (b) auszutauschen. Schuldverschreibungen, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in Absatz (c) definiert) zu liefern.

(c) *Vereinigte Staaten.* Für die Zwecke des Absatzes (b) bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(5) *Clearing System.* Die Globalurkunde wird von einem oder im Namen eines Clearing Systems verwahrt. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Clearing System**"

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Bundesrepublik Deutschland ("**CBF**"); oder

(b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxemburg, Großherzogtum Luxemburg ("**CBL**"); und/oder

(c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brüssel, Königreich Belgien ("**Euroclear**").

CBL und Euroclear sind jeweils ein internationaler Zentralverwahrer von Wertpapieren (*international central securities depository*) ("**ICSD**" und zusammen "**ICSDs**").

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen im Namen der ICSDs verwahrt werden und die Globalurkunde eine NGN ist.

Die Schuldverschreibungen werden in Form einer NGN ausgegeben und von einem gemeinsamen Verwahrer (*common safekeeper*) im Namen beider ICSDs verwahrt.

*Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen im Namen der ICSDs verwahrt werden und die Globalurkunde eine classical global note ("**CGN**") ist.*

Die Schuldverschreibungen werden in Form einer CGN ausgegeben und von einer gemeinsamen Verwahrstelle (*common depositary*) im Namen beider ICSDs verwahrt.

(6) *Gläubiger von Schuldverschreibungen*. "**Gläubiger**" ist jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Schuldverschreibungen.

(7) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Globalurkunde bzw. die Vorläufige Globalurkunde eine NGN ist.*

Register der ICSDs. Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtnennbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis über den Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesen Zwecken von einem ICSD jeweils ausgestellte Bescheinigung mit dem Gesamtnennbetrag der so verbrieften Schuldverschreibungen ist ein maßgeblicher Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt.

Bei Rückzahlung oder Zahlung einer Rate oder einer Zinszahlung bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten über Rückzahlung oder Zahlung bzw. Kauf und Löschung bezüglich der Globalurkunde *pro rata* in die Unterlagen der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen bzw. der Gesamtnennbetrag der so gezahlten Raten abgezogen wird.

Bei Austausch eines Anteils von ausschließlich durch eine Vorläufige Globalurkunde verbrieftener Schuldverschreibungen wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs *pro rata* in die Aufzeichnungen der ICSDs aufgenommen werden.

§ 2 Zinsen

(1) *Variabler Zinssatz/Zinszahlungstage*. Die Schuldverschreibungen werden, vorbehaltlich § 4 Absatz (1) (wenn in den Endgültigen Bedingungen die Möglichkeit einer vorzeitigen Rückzahlung durch die Emittentin angegeben ist) oder § 4 Absatz (2) dieser Anleihebedingungen, bezogen auf die festgelegte Stückelung ab dem in den Endgültigen Bedingungen angegebenen Verzinsungsbeginn (der "**Verzinsungsbeginn**") (einschließlich) bis zu dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen (ausschließlich) zu dem in den Endgültigen Bedingungen angegebenen Variablen Zinssatz (der "**Variable Zinssatz**") verzinst, der gemäß den nachfolgenden Bestimmungen von der in den Endgültigen Bedingungen angegebenen Berechnungsstelle (die "**Berechnungsstelle**") festgelegt wird. Zinsen sind nachträglich an den in den Endgültigen Bedingungen angegebenen Terminen (die "**Zinszahlungstage**") zahlbar.

(2) *Geschäftstagekonvention*. Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag gemäß Absatz (e) ist, so wird der Zinszahlungstag

- (a) wenn in den Endgültigen Bedingungen "**Modifizierte Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen; oder
- (b) wenn in den Endgültigen Bedingungen "**FRN-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen und (ii) jeder nachfolgende Zinszahlungstag ist der jeweils letzte Geschäftstag des Monats, der entsprechend des in den Endgültigen Bedingungen angegebenen Zeitraums nach dem vorausgegangenen anwendbaren Zinszahlungstag liegt; oder
- (c) wenn in den Endgültigen Bedingungen "**Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben; oder
- (d) wenn in den Endgültigen Bedingungen "**Vorausgegangener Geschäftstag-Konvention**" angegeben ist, auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen angepasst werden.

Anpassung der Zinsen. Falls der Fälligkeitstag einer Zahlung vorgezogen oder verschoben wird, wird der Zinsbetrag entsprechend angepasst.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen nicht angepasst werden.

Keine Anpassung der Zinsen. Der Gläubiger ist nicht berechtigt, etwaige weitere Zinsen oder sonstige Zahlungen aufgrund einer solchen Verschiebung zu verlangen.

- (e) *Geschäftstag*. Für Zwecke der Absätze (a), (b), (c) oder (d) und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Geschäftstag**",

- (i) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) Zahlungen abwickeln; oder
- (ii) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

(3) *Zinsperiode*. Der Zeitraum zwischen dem Verzinsungsbeginn (einschließlich) und dem letzten Tag (einschließlich) vor dem ersten Zinszahlungstag sowie der Zeitraum von jedem Zinszahlungstag (einschließlich) bis zum letzten Tag (einschließlich) vor dem jeweils darauf folgenden Zinszahlungstag und letztmalig bis zum letzten Tag (einschließlich) vor dem Endfälligkeitstag wird nachstehend, wie in den Endgültigen Bedingungen angegeben, "**Zinsperiode**" genannt.

(4) *Referenzzinssatz*.

(a) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen **EURIBOR (Euro Interbank Offered Rate)** als Referenzzinssatz angegeben ist:*

- (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht dem gemäß den Absätzen (ii), (iii), (iv) oder (v) bestimmten und in den Endgültigen Bedingungen angegebenen EURIBOR-Satz für Euro-Einlagen für die jeweilige Zinsperiode und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz per annum angegebenen "**Marge**".
- (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Variablen Zinssatz durch Bezugnahme auf den von den Mitgliedsbanken des EURIBOR-Panel quotierten EURIBOR-Satz für Euro-Einlagen für die betreffende Zinsperiode, der auf Reuters Seite EURIBOR01 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) um ca. 11.00 Uhr (Brüsseler Zeit) angezeigt wird und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iii) Sollte die in Absatz (ii) genannte Bildschirmseite nicht zur Verfügung stehen oder sollte zu der in Absatz (ii) festgelegten Zeit kein EURIBOR-Satz angezeigt werden, wird die Berechnungsstelle von vier ausgewählten Großbanken im Interbankenmarkt der Euro-Zone deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Euro-Einlagen für die betreffende Zinsperiode gegenüber führenden Banken im Interbankenmarkt der Euro Zone und über einen Betrag, der für eine einzelne Transaktion im Interbankenmarkt der Euro-Zone an dem betreffenden Zinsermittlungstag repräsentativ ist, um ca. 11.00 Uhr (Brüsseler Zeit) an dem betreffenden Zinsermittlungstag einholen. "**Euro-Zone**" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils gültigen Fassung eingeführt haben. Falls zwei oder mehr der vier ausgewählten Großbanken im Interbankenmarkt der Euro-Zone der Berechnungsstelle solche Angebotssätze nennen, ist der Variable Zinssatz für die betreffende Zinsperiode das von der Berechnungsstelle errechnete arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/1.000 %, wobei 0,0005 aufgerundet wird) dieser Angebotssätze und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iv) Falls an dem betreffenden Zinsermittlungstag nur eine oder keine der vier ausgewählten Großbanken im Interbankenmarkt der Euro-Zone der Berechnungsstelle die im vorstehenden Absatz (iii) beschriebenen Angebotssätze nennt, ist der Variable Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/1.000 %, wobei 0,0005 aufgerundet wird) der Sätze ermittelt, die von der Berechnungsstelle mit angemessener Sorgfalt ausgewählte Großbanken im Interbankenmarkt der Euro-Zone der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Brüsseler Zeit) an dem betreffenden Zinsermittlungstag Darlehen in Euro für die betreffende Zinsperiode gegenüber führenden europäischen Banken und über einen Betrag, der für eine einzelne Transaktion im Interbankenmarkt der Euro-Zone an dem betreffenden Zinsermittlungstag repräsentativ ist, anbieten und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (v) Kann an einem Zinsermittlungstag der EURIBOR-Satz nicht gemäß den Bestimmungen der Absätze (ii), (iii) oder (iv) festgestellt werden, wird der Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Der für die Berechnung des anwendbaren Variablen Zinssatzes maßgebende EURIBOR-Satz ist hierbei der zuletzt veröffentlichte EURIBOR-Satz, der auf Reuters Seite EURIBOR01 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt wird und von der Berechnungsstelle für Euro-Einlagen für die betreffende Zinsperiode ermittelt werden kann.
- (vi) Sollte der EURIBOR-Satz für die jeweilige in den Endgültigen Bedingungen festgelegte Zinsperiode entfallen und ein geeigneter Ersatz-Referenzzinssatz zur Verfügung stehen, der entweder als Nachfolger des EURIBOR-Satzes offiziell bekanntgegeben wird oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin dem EURIBOR-Satz in seiner Zusammensetzung möglichst nahekommt, tritt an die Stelle des EURIBOR-Satzes für die Restlaufzeit der Schuldverschreibungen dieser Ersatz-Referenzzinssatz. Voraussetzung hierfür ist, dass der Ersatz-Referenzzinssatz gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt wird, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt wird und der Ersatz-Referenzzinssatz sowie der

Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 11 dieser Anleihebedingungen bekannt zu machen.

- (vii) Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich), können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 11 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 dieser Anleihebedingungen zurückgezahlt werden, falls der EURIBOR-Satz für die jeweilige in den Endgültigen Bedingungen festgelegte Zinsperiode entfallen und kein geeigneter Ersatz-Referenzzinssatz gemäß Absatz (vi) zur Verfügung stehen sollte.

Geschäftstag im Sinne dieses Absatzes (a) bezeichnet einen Tag, an dem Zahlungen über das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) abgewickelt werden können.

- (b) Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen **LIBOR (London Interbank Offered Rate)** als Referenzzinssatz angegeben ist:

- (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht dem gemäß den Absätzen (ii), (iii), (iv) oder (v) bestimmten und in den Endgültigen Bedingungen angegebenen LIBOR-Satz für Einlagen in der in den Endgültigen Bedingungen festgelegten Währung für die jeweilige Zinsperiode und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz per annum angegebenen "**Marge**".
- (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Variablen Zinssatz durch Bezugnahme auf den LIBOR-Satz für Einlagen in der festgelegten Währung für die betreffende Zinsperiode, der auf Reuters Seite LIBOR01 oder LIBOR02 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) um ca. 11.00 Uhr (Londoner Zeit) angezeigt wird und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iii) Sollte die in Absatz (ii) genannte Bildschirmseite nicht zur Verfügung stehen oder sollte zu der in Absatz (ii) festgelegten Zeit kein LIBOR-Satz angezeigt werden, wird die Berechnungsstelle von vier ausgewählten Großbanken im Londoner Interbankenmarkt deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen der in den Endgültigen Bedingungen festgelegten Währung für die betreffende Zinsperiode gegenüber führenden Banken im Londoner Interbankenmarkt und über einen Betrag, der für eine einzelne Transaktion im Londoner Interbankenmarkt an dem betreffenden Zinsermittlungstag repräsentativ ist, um ca. 11.00 Uhr (Londoner Zeit) an dem betreffenden Zinsermittlungstag einholen. Falls zwei oder mehr der vier ausgewählten Großbanken im Londoner Interbankenmarkt der Berechnungsstelle solche Angebotssätze nennen, ist der Variable Zinssatz für die betreffende Zinsperiode das von der Berechnungsstelle errechnete arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) dieser Angebotssätze und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iv) Falls an dem betreffenden Zinsermittlungstag nur eine oder keine der vier ausgewählten Großbanken im Londoner Interbankenmarkt der Berechnungsstelle die im vorstehenden Absatz (iii) beschriebenen Angebotssätze nennt, ist der Variable Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) der Sätze ermittelt, die von der Berechnungsstelle mit angemessener Sorgfalt ausgewählte Großbanken im Londoner Interbankenmarkt der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Londoner Zeit) an dem betreffenden Zinsermittlungstag Darlehen in der in den Endgültigen Bedingungen festgelegten Währung für die betreffende Zinsperiode gegenüber führenden europäischen Banken und über einen Betrag, der für eine einzelne Transaktion im Londoner Interbankenmarkt an dem betreffenden Zinsermittlungstag repräsentativ ist, anbieten und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (v) Kann an einem Zinsermittlungstag der LIBOR-Satz nicht gemäß den Bestimmungen der Absätze (ii), (iii) oder (iv) festgestellt werden, wird der Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Der für die Berechnung des anwendbaren Variablen Zinssatzes maßgebende LIBOR-Satz ist hierbei der zuletzt veröffentlichte LIBOR-Satz, der auf Reuters Seite LIBOR01 oder LIBOR02 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt wird und von der Berechnungsstelle für Einlagen in der festgelegten Währung für die betreffende Zinsperiode ermittelt werden kann.
- (vi) Sollte der LIBOR-Satz für Einlagen der in den Endgültigen Bedingungen festgelegten Währung für die jeweilige Zinsperiode entfallen und ein geeigneter Ersatz-Referenzzinssatz zur Verfügung stehen, der entweder als Nachfolger des LIBOR-Satzes offiziell bekanntgegeben wird oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin dem LIBOR-Satz in seiner Zusammensetzung möglichst nahekommt, tritt an die Stelle des LIBOR-Satzes für die Restlaufzeit der Schuldverschreibungen dieser Ersatz-Referenzzinssatz. Voraussetzung hierfür ist, dass der Ersatz-Referenzzinssatz gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt wird, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt wird und der Ersatz-Referenzzinssatz sowie der Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 11 dieser Anleihebedingungen bekannt zu machen.

- (vii) Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich), können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 11 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 dieser Anleihebedingungen zurückgezahlt werden, falls der LIBOR-Satz für Einlagen der in den Endgültigen Bedingungen festgelegten Währung für die jeweilige Zinsperiode entfallen und kein geeigneter Ersatz-Referenzzinssatz gemäß Absatz (vi) zur Verfügung stehen sollte.

Geschäftstag im Sinne dieses Absatzes (b) bezeichnet einen Tag (außer einem Samstag oder einem Sonntag), an dem Geschäftsbanken in London und in dem in den Endgültigen Bedingungen angegebenen Hauptfinanzzentrum des Landes der entsprechenden Währung für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

(5) **Zinsbetrag.** Die Berechnungsstelle errechnet an jedem Zinsermittlungstag den auf den Gesamtnennbetrag der Schuldverschreibungen (wie in den Endgültigen Bedingungen angegeben) und/oder auf die festgelegte Stückelung der Schuldverschreibungen (wie in den Endgültigen Bedingungen angegeben) entfallenden Zinsbetrag (der "**Zinsbetrag**") für die entsprechende Zinsperiode durch Multiplikation des auf die entsprechende Zinsperiode anzuwendenden Variablen Zinssatzes mit dem Gesamtnennbetrag der Schuldverschreibungen und/oder der festgelegten Stückelung der Schuldverschreibungen, wobei das Produkt mit dem Zinstagequotienten (wie in nachstehendem Absatz (6) definiert und in den Endgültigen Bedingungen angegeben) multipliziert wird. Der so errechnete Zinsbetrag wird auf die kleinste Einheit der jeweiligen Währung gerundet. Eine halbe Einheit dieser Währung wird aufgerundet.

(6) **Zinstagequotient. "Zinstagequotient"** bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

- (a) wenn in den Endgültigen Bedingungen "**Actual/Actual (ICMA-Regelung 251)**" angegeben ist:

(aa) im Fall, dass der Zinsberechnungszeitraum kürzer ist als die Feststellungsperiode (wie nachstehend definiert) in die das Ende des Zinsberechnungszeitraums fällt, oder, im Fall, dass der Zinsberechnungszeitraum der Feststellungsperiode entspricht, die Anzahl von Tagen in diesem Zinsberechnungszeitraum dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der in den Endgültigen Bedingungen angegebenen "**Anzahl der ICMA-Feststellungstage in einem Kalenderjahr**"; oder

(ab) im Fall, dass der Zinsberechnungszeitraum länger ist als die Feststellungsperiode (wie nachstehend definiert), in die das Ende des Zinsberechnungszeitraums fällt, die Summe aus

- (i) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr; und
- (ii) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr.

"**Feststellungsperiode**" bezeichnet den Zeitraum von einem "**ICMA-Feststellungstag**" (einschließlich) (wie in den Endgültigen Bedingungen angegeben) bis zum nächsten ICMA-Feststellungstag (ausschließlich); dies schließt dann, wenn der Verzinsungsbeginn kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag vor dem Verzinsungsbeginn anfängt, und dann, wenn der letzte Zinszahlungstag kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag nach dem letzten Zinszahlungstag endet; oder

- (b) wenn in den Endgültigen Bedingungen "**Actual/365 (Fixed)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365; oder
- (c) wenn in den Endgültigen Bedingungen "**Actual/365 (Sterling)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 oder, wenn der Zinszahlungstag in ein Schaltjahr fällt, 366; oder
- (d) wenn in den Endgültigen Bedingungen "**Actual/360**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360; oder
- (e) wenn in den Endgültigen Bedingungen "**30/360, 360/360 oder Bond Basis**" angegeben ist: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltene Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist); oder
- (f) wenn in den Endgültigen Bedingungen "**30E/360 oder Eurobond Basis**" angegeben ist: die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt).

(7) **Bekanntmachung von Variablem Zinssatz, Zinsbetrag und Zinszahlungstag.** Die Berechnungsstelle veranlasst die Bekanntmachung des für die entsprechende Zinsperiode ermittelten Variablen Zinssatzes, des auf den Gesamtnennbetrag der Schuldverschreibungen und/oder auf die festgelegte Stückelung der Schuldverschreibungen zu zahlenden Zinsbetrages und des Zinszahlungstages unverzüglich gemäß § 11 dieser Anleihebedingungen. Im Falle einer Verlängerung oder einer

Verkürzung der Zinsperiode können von der Berechnungsstelle der zahlbare Zinsbetrag sowie der Zinszahlungstag nachträglich berichtigt oder andere geeignete Anpassungsregelungen getroffen werden, ohne dass es dafür einer weiteren Bekanntmachung bedarf. Im Übrigen und soweit die Zinsermittlung gemäß den vorangegangenen Absätzen (1) bis (6) erfolgt, sind die Ermittlung der jeweiligen Variablen Zinssätze und der jeweils zahlbaren Zinsbeträge für alle Beteiligten bindend. Den Gläubigern stehen gegen die Berechnungsstelle keine Ansprüche wegen der Art der Wahrnehmung oder der Nichtwahrnehmung der sich aus diesem Absatz (7) ergebenden Rechte, Pflichten oder Ermessensbefugnisse zu.

(8) *Auflaufende Zinsen.* Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden. Falls die Emittentin die Schuldverschreibungen bei Endfälligkeit nicht oder nicht vollständig einlöst, erfolgt die Verzinsung des ausstehenden Gesamtnennbetrages der Schuldverschreibungen von dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen bis zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht, in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen³⁵.

§ 3 Rückzahlung

Rückzahlung bei Endfälligkeit. Soweit nicht zuvor bereits zurückgezahlt oder angekauft und entwertet, wird die Emittentin die Schuldverschreibungen zu ihrem Nennbetrag an dem in den Endgültigen Bedingungen angegebenen Endfälligkeitstag (der "Endfälligkeitstag") zurückzahlen.

§ 4 Vorzeitige Rückzahlung

(1) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Emittentin das Recht hat, die Schuldverschreibungen vorzeitig zu kündigen (Call Option).*

Vorzeitige Rückzahlung nach Wahl der Emittentin (Call Option). Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich), ist die Emittentin über die Kündigung gemäß § 2 Absatz (4) (a) (vii) oder § 2 Absatz (4) (b) (vii) dieser Anleihebedingungen hinaus berechtigt, die Schuldverschreibungen insgesamt, jedoch nicht teilweise, unter Einhaltung einer in den Endgültigen Bedingungen angegebenen "Mindestkündigungsfrist" durch Bekanntmachung gemäß § 11 dieser Anleihebedingungen zu dem in den Endgültigen Bedingungen angegebenen "Wahlrückzahlungstag (Call)" zu kündigen und zum entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 dieser Anleihebedingungen zurückzuzahlen.

(2) *Vorzeitige Rückzahlung aus regulatorischen Gründen.* Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich), können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 11 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag (wie in § 5 dieser Anleihebedingungen definiert) zurückgezahlt werden, falls die Schuldverschreibungen infolge einer Änderung oder Ergänzung der in der Europäischen Union oder der Bundesrepublik Deutschland geltenden Richtlinien, Gesetze oder Verordnungen oder deren Auslegung nicht länger den Mindestanforderungen für Eigenmittel und berücksichtigungsfähige Verbindlichkeiten (*minimum requirement for own funds and eligible liabilities – MREL*) gemäß Artikel 45 der Richtlinie 2014/59/EU des Europäischen Parlaments und des Rates vom 15. Mai 2014 zur Festlegung eines Rahmens für die Sanierung und Abwicklung von Kreditinstituten und Wertpapierfirmen, in der jeweils gültigen Fassung, (umgesetzt in § 49 des Gesetzes zur Sanierung und Abwicklung von Instituten und Finanzgruppen vom 10. Dezember 2014, in der jeweils gültigen Fassung) oder gemäß Artikel 12 der Verordnung (EU) Nr. 806/2014 des Europäischen Parlaments und des Rates vom 15. Juli 2014 zur Festlegung einheitlicher Vorschriften und eines einheitlichen Verfahrens für die Abwicklung von Kreditinstituten und bestimmten Wertpapierfirmen im Rahmen eines einheitlichen Abwicklungsmechanismus und eines einheitlichen Abwicklungsfonds, in der jeweils gültigen Fassung, oder jeder anderen anwendbaren gesetzlichen Bestimmung, die die Mindestanforderungen für Eigenmittel und berücksichtigungsfähige Verbindlichkeiten (MREL) regelt, entsprechen.

(3) *Keine vorzeitige Rückzahlung nach Wahl eines Gläubigers.* Ein Gläubiger ist nicht zur Kündigung der Schuldverschreibungen berechtigt.

§ 5 Vorzeitiger Rückzahlungsbetrag

Vorzeitiger Rückzahlungsbetrag. Die Rückzahlung der Schuldverschreibungen erfolgt bei einer Kündigung nach § 2 Absatz (4) (a) (vii), nach § 2 Absatz (4) (b) (vii), nach § 4 Absatz (1) oder nach § 4 Absatz (2) dieser Anleihebedingungen zu einem Betrag (der "Vorzeitige Rückzahlungsbetrag"), der sich wie folgt bestimmt:

Der Vorzeitige Rückzahlungsbetrag ist der Nennbetrag zuzüglich etwaiger Stückzinsen.

³⁵ *Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Bürgerliches Gesetzbuch.*

§ 6

Zahlungen / Emissionsstelle / Zahlstelle / Berechnungsstelle

(1) *Zahlungen von Kapital und/oder Zinsen/Erfüllung.* Sämtliche gemäß diesen Anleihebedingungen zahlbaren Beträge sind von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger zu zahlen. Die Emittentin wird durch Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht gegenüber den Gläubigern befreit.

(2) *Der nachfolgende Absatz findet Anwendung, wenn Zinszahlungen auf eine Vorläufige Globalurkunde erfolgen sollen.*

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (3) von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (4) (b) dieser Anleihebedingungen.

(3) *Zahlungsweise.* Zahlungen fälliger Beträge auf die Schuldverschreibungen erfolgen in der in den Endgültigen Bedingungen angegebenen frei konvertierbaren Währung, die am entsprechenden Fälligkeitstag die gesetzliche Währung des Staates der festgelegten Währung ist. Unbeschadet der Bestimmungen in § 9 dieser Anleihebedingungen unterliegen die Zahlungen fälliger Beträge auf die Schuldverschreibungen in allen Fällen (i) den hierfür am Zahlungsort geltenden steuerlichen und sonstigen Gesetzen und Vorschriften, und (ii) einem Einbehalt oder Abzug, der gemäß einer in § 1471 (b) des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung beschriebenen Vereinbarung erforderlich ist oder anderweitig gemäß §§ 1471 bis 1474 des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung (allgemein bekannt als FATCA) oder gemäß darauf gestützter Bestimmungen oder Vereinbarungen oder gemäß deren offizieller Auslegung oder gemäß eines Gesetzes zur Umsetzung einer diesbezüglichen zwischenstaatlichen Vorgehensweise auferlegt wird.

(4) *Zahltag.* Fällt der Endfälligkeitstag in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Zahltag**",

(a) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder

(b) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

(5) *Hinterlegung von Kapital und/oder Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapital- und/oder Zinsbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Endfälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der Gläubiger gegen die Emittentin.

(6) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle (wie in den Endgültigen Bedingungen angegeben) zu ändern oder zu beenden und eine andere Emissionsstelle und/oder zusätzliche oder andere Zahlstellen und/oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt eine Emissionsstelle und/oder Zahlstelle (die die Emissionsstelle sein kann) und/oder Berechnungsstelle (die die Emissionsstelle sein kann) unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 11 dieser Anleihebedingungen vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert werden.

(7) *Beauftragte der Emittentin.* Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle handeln in ihrer Eigenschaft als solche ausschließlich als Beauftragte der Emittentin, und es besteht kein Auftrags- oder Treuhandverhältnis zwischen der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle und den Gläubigern der Schuldverschreibungen. Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle haften dafür, dass sie Erklärungen abgeben, nicht abgeben, entgegennehmen oder Handlungen vornehmen oder unterlassen nur, wenn und soweit sie dabei die Sorgfalt eines ordentlichen Kaufmanns verletzt haben.

§ 7

Vorlegungsfrist

Vorlegungsfrist. Die in § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch bestimmte Vorlegungsfrist für fällige Schuldverschreibungen wird auf zehn Jahre abgekürzt. Die Verjährungsfrist für innerhalb der Vorlegungsfrist vorgelegte Schuldverschreibungen beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

§ 8

Status / Aufrechnungsverbot / Keine Sicherheit / Keine Garantie

(1) *Status.* Die Schuldverschreibungen begründen nicht besicherte und bevorrechtigte nicht nachrangige Verbindlichkeiten der Emittentin, die

(a) untereinander und mit allen anderen nicht besicherten und bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin *gleichrangig* sind;

- (b) *vorrangig* sind gegenüber (i) nicht besicherten und nicht bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin, (ii) nachrangigen Verbindlichkeiten der Emittentin, bei denen es sich nicht um zusätzliches Kernkapital oder Ergänzungskapital handelt, (iii) Kapitalinstrumenten des Ergänzungskapitals, (iv) Kapitalinstrumenten des zusätzlichen Kernkapitals und (v) Kapitalinstrumenten des harten Kernkapitals;

(c) *nachrangig* sind gegenüber Verbindlichkeiten der Emittentin, die nach geltenden Rechtsvorschriften vorrangig sind.

(2) *Aufrechnungsverbot*. Die Aufrechnung von Forderungen aus den Schuldverschreibungen gegen Forderungen der Emittentin ist ausgeschlossen.

(3) *Keine Sicherheit/Keine Garantie*. Die Schuldverschreibungen sind weder besichert noch Gegenstand einer Garantie der Emittentin oder Dritter, die die Rangstellung der Forderungen der Gläubiger von Schuldverschreibungen verbessert.

§ 9 Steuern

Quellensteuer. Sämtliche auf die Schuldverschreibungen zahlbaren Kapital- und/oder Zinsbeträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland durch Einbehalt oder Abzug an der Quelle (Quellensteuer) auferlegt oder erhoben werden, es sei denn, dieser Einbehalt oder Abzug ist gesetzlich vorgeschrieben.

§ 10 Begebung weiterer Schuldverschreibungen / Ankauf / Entwertung

(1) *Begebung weiterer Schuldverschreibungen*. Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Valutierungstages und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden und den Gesamtnennbetrag der Serie erhöhen.

(2) *Ankauf*. Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich), ist die Emittentin jederzeit berechtigt, Schuldverschreibungen in jedem Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, wieder verkauft oder bei der in den Endgültigen Bedingungen angegebenen Emissionsstelle zwecks Entwertung eingereicht werden.

(3) *Entwertung*. Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 11 Bekanntmachungen

(1) *Bekanntmachungen in der Bundesrepublik Deutschland*. Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind im Bundesanzeiger zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.

(2) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen zum Handel am Regulierten Markt "Bourse de Luxembourg" der Luxemburger Wertpapierbörse zugelassen sind und im Amtlichen Handel (Official List) der Luxemburger Wertpapierbörse und/oder an einer anderen oder weiteren Wertpapierbörse notiert werden.*

(a) *Bekanntmachungen in einer Tageszeitung*. Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) in einer in den Endgültigen Bedingungen angegebenen führenden Tageszeitung mit allgemeiner Verbreitung in dem in den Endgültigen Bedingungen angegebenen Sitzstaat der Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.

(b) *Bekanntmachungen auf der Internetseite*. Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) auf der in den Endgültigen Bedingungen angegebenen Internetseite der in den Endgültigen Bedingungen angegebenen Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt mit dem Tag der Veröffentlichung als wirksam erfolgt.

(c) *Bekanntmachungen über das Clearing System*. Soweit dies Bekanntmachungen über den Variablen Zinssatz betrifft und die Regeln der in den Endgültigen Bedingungen angegebenen Wertpapierbörse es zulassen, kann die Emittentin zusätzlich zu einer Veröffentlichung nach Absatz (1) eine Veröffentlichung nach Absatz (a) oder Absatz (b) durch eine Bekanntmachung an das in den Endgültigen Bedingungen angegebene Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Bekanntmachung gilt am vierten Tag nach dem Tag der Bekanntmachung an das Clearing System als wirksam erfolgt.

§ 12

Anwendbares Recht / Gerichtsstand / Gerichtliche Geltendmachung

- (1) *Anwendbares Recht.* Die Schuldverschreibungen unterliegen deutschem Recht.
- (2) *Gerichtsstand.* Nicht ausschließlicher Gerichtsstand für sämtliche Klagen und sonstige Verfahren ("**Rechtsstreitigkeiten**") im Zusammenhang mit den Schuldverschreibungen ist Frankfurt am Main. Ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten aus den in diesen Anleihebedingungen geregelten Angelegenheiten ist Frankfurt am Main für Kaufleute, juristische Personen des öffentlichen Rechts, öffentlich-rechtliche Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland.
- (3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder der Lagerstelle des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre.

Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die in dem Land, in dem der Rechtsstreit eingeleitet wird, prozessual zulässig ist.

Die Bestimmungen der nachfolgenden Anleihebedingungen gelten für die Schuldverschreibungen so, wie sie durch Angaben im TEIL I der beigefügten Endgültigen Bedingungen konkretisiert werden. Die Angaben im TEIL I der Endgültigen Bedingungen zusammengefasst mit den Bestimmungen der Anleihebedingungen stellen die für jede einzelne Tranche von Schuldverschreibungen anwendbaren Bedingungen dar (die "**Bedingungen**"). Kopien der Bedingungen sind kostenlos bei der bezeichneten Geschäftsstelle der Emissionsstelle und bei den bezeichneten Geschäftsstellen einer jeden Zahlstelle erhältlich; bei nicht an einer Börse notierten Schuldverschreibungen sind Kopien der entsprechenden Bedingungen allerdings ausschließlich für die Gläubiger solcher Schuldverschreibungen erhältlich.

C. ANLEIHEBEDINGUNGEN FÜR NICHT BEVORRECHTIGTE NICHT NACHRANGIGE SCHULDVERSCHREIBUNGEN

C1. Anleihebedingungen für festverzinsliche nicht bevorrechtigte nicht nachrangige Schuldverschreibungen

§ 1

Währung / Stückelung / Form / Definitionen

(1) *Währung, Stückelung.* Diese Serie von nicht bevorrechtigten nicht nachrangigen Schuldverschreibungen (die "**Schuldverschreibungen**") der DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Bundesrepublik Deutschland, (die "**Emittentin**") wird in der in den Endgültigen Bedingungen angegebenen Währung und in dem in den Endgültigen Bedingungen angegebenen Gesamtnennbetrag sowie in der in den Endgültigen Bedingungen angegebenen Stückelung (die "**Festgelegte Stückelung**" oder der "**Nennbetrag**") begeben.

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber und sind durch eine oder mehrere Globalurkunden verbrieft (jede eine "**Globalurkunde**").

(3) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen durch eine Dauerglobalurkunde verbrieft werden.*

Dauerglobalurkunde. Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist, falls die Emittentin nicht selbst die Emissionsstelle ist, von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(4) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen anfänglich durch eine Vorläufige Globalurkunde verbrieft werden.*

(a) *Vorläufige Globalurkunde.* Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**Vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der Festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die Vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind, falls die Emittentin nicht selbst die Emissionsstelle ist, jeweils von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) *Austausch.* Die Vorläufige Globalurkunde ist frühestens an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach jeder wirtschaftliche Eigentümer der durch die Vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Person ist (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine Vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der Vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß dieses Absatzes (b) auszutauschen. Schuldverschreibungen, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in Absatz (c) definiert) zu liefern.

(c) *Vereinigte Staaten.* Für die Zwecke des Absatzes (b) bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(5) *Clearing System.* Die Globalurkunde wird von einem oder im Namen eines Clearing Systems verwahrt. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Clearing System**"

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Bundesrepublik Deutschland ("**CBF**"); oder

- (b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxemburg, Großherzogtum Luxemburg ("**CBL**"); und/oder
- (c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brüssel, Königreich Belgien ("**Euroclear**").

CBL und Euroclear sind jeweils ein internationaler Zentralverwahrer von Wertpapieren (*international central securities depository*) ("**ICSD**" und zusammen "**ICSDs**").

*Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen im Namen der ICSDs verwahrt werden und die Globalurkunde eine classical global note ("**CGN**") ist.*

Die Schuldverschreibungen werden in Form einer CGN ausgegeben und von einer gemeinsamen Verwahrstelle (*common depository*) im Namen beider ICSDs verwahrt.

(6) *Gläubiger von Schuldverschreibungen.* "**Gläubiger**" ist jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Schuldverschreibungen.

§ 2 Zinsen

(1) *Zinssatz/Zinszahlungstage.* Die Schuldverschreibungen werden, vorbehaltlich § 4 Absatz (1) (wenn in den Endgültigen Bedingungen die Möglichkeit einer vorzeitigen Rückzahlung durch die Emittentin angegeben ist) oder § 4 Absatz (2) dieser Anleihebedingungen, bezogen auf die Festgelegte Stückelung ab dem in den Endgültigen Bedingungen angegebenen Verzinsungsbeginn (der "**Verzinsungsbeginn**") (einschließlich) bis zu dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen (ausschließlich) zu dem in den Endgültigen Bedingungen angegebenen jährlichen Zinssatz (der "**Zinssatz**") verzinst. Zinsen sind nachträglich an jedem in den Endgültigen Bedingungen angegebenen Datum (der "**Zinszahlungstag**") und am Endfälligkeitstag zahlbar. Falls Bruchteilzinsbeträge auf die Schuldverschreibungen zu zahlen sind (kurzer/langer erster/letzter Kupon), werden diese Beträge in den Endgültigen Bedingungen angegeben.

(2) *Geschäftstagekonvention.* Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag gemäß Absatz (e) ist, so wird der Zinszahlungstag

- (a) wenn in den Endgültigen Bedingungen "**Modifizierte Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen; oder
- (b) wenn in den Endgültigen Bedingungen "**FRN-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen und (ii) jeder nachfolgende Zinszahlungstag ist der jeweils letzte Geschäftstag des Monats, der entsprechend des in den Endgültigen Bedingungen angegebenen Zeitraums nach dem vorausgegangenen anwendbaren Zinszahlungstag liegt; oder
- (c) wenn in den Endgültigen Bedingungen "**Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben; oder
- (d) wenn in den Endgültigen Bedingungen "**Vorausgegangener Geschäftstag-Konvention**" angegeben ist, auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen angepasst werden.

Anpassung der Zinsen. Falls der Fälligkeitstag einer Zahlung vorgezogen oder verschoben wird, wird der Zinsbetrag entsprechend angepasst.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen nicht angepasst werden.

Keine Anpassung der Zinsen. Der Gläubiger ist nicht berechtigt, etwaige weitere Zinsen oder sonstige Zahlungen aufgrund einer solchen Verschiebung zu verlangen.

- (e) *Geschäftstag.* Für Zwecke der Absätze (a), (b), (c) oder (d) und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Geschäftstag**",
 - (i) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder
 - (ii) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

(3) *Auflaufende Zinsen.* Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden. Falls die Emittentin die Schuldverschreibungen bei Endfälligkeit nicht oder nicht vollständig einlöst,

erfolgt die Verzinsung des ausstehenden Gesamtnennbetrages der Schuldverschreibungen von dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen bis zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht, in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen³⁶.

(4) *Berechnung der Zinsen für Teilzeiträume.* Sofern Zinsen für einen Zeitraum von weniger oder mehr als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des nachstehend in Absatz (5) definierten und in den Endgültigen Bedingungen angegebenen Zinstagequotienten.

(5) *Zinstagequotient.* "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

(a) wenn in den Endgültigen Bedingungen "**Actual/Actual (ICMA-Regelung 251)**" angegeben ist:

(aa) im Fall, dass der Zinsberechnungszeitraum kürzer ist als die Feststellungsperiode (wie nachstehend definiert) in die das Ende des Zinsberechnungszeitraums fällt, oder, im Fall, dass der Zinsberechnungszeitraum der Feststellungsperiode entspricht, die Anzahl von Tagen in diesem Zinsberechnungszeitraum dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der in den Endgültigen Bedingungen angegebenen "**Anzahl der ICMA-Feststellungstage in einem Kalenderjahr**"; oder

(ab) im Fall, dass der Zinsberechnungszeitraum länger ist als die Feststellungsperiode (wie nachstehend definiert), in die das Ende des Zinsberechnungszeitraums fällt, die Summe aus

(i) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr; und

(ii) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr.

"**Feststellungsperiode**" bezeichnet den Zeitraum von einem "**ICMA-Feststellungstag**" (einschließlich) (wie in den Endgültigen Bedingungen angegeben) bis zum nächsten ICMA-Feststellungstag (ausschließlich); dies schließt dann, wenn der Verzinsungsbeginn kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag vor dem Verzinsungsbeginn anfängt, und dann, wenn der letzte Zinszahlungstag kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag nach dem letzten Zinszahlungstag endet; oder

(b) wenn in den Endgültigen Bedingungen "**Actual/365 (Fixed)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365; oder

(c) wenn in den Endgültigen Bedingungen "**Actual/365 (Sterling)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 oder, wenn der Zinszahlungstag in ein Schaltjahr fällt, 366; oder

(d) wenn in den Endgültigen Bedingungen "**Actual/360**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360; oder

(e) wenn in den Endgültigen Bedingungen "**30/360, 360/360 oder Bond Basis**" angegeben ist: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltene Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist); oder

(f) wenn in den Endgültigen Bedingungen "**30E/360 oder Eurobond Basis**" angegeben ist: die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt).

§ 3 Rückzahlung

Rückzahlung bei Endfälligkeit. Soweit nicht zuvor bereits zurückgezahlt oder angekauft und entwertet, wird die Emittentin die Schuldverschreibungen zu ihrem Nennbetrag an dem in den Endgültigen Bedingungen angegebenen Endfälligkeitstag (der "**Endfälligkeitstag**") zurückzahlen.

³⁶ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Bürgerliches Gesetzbuch.

§ 4 Vorzeitige Rückzahlung

(1) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Emittentin das Recht hat, die Schuldverschreibungen vorzeitig zu kündigen (Call Option).*

Vorzeitige Rückzahlung nach Wahl der Emittentin (Call Option). Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich), ist die Emittentin berechtigt, die Schuldverschreibungen insgesamt, jedoch nicht teilweise, unter Einhaltung einer in den Endgültigen Bedingungen angegebenen "**Mindestkündigungsfrist**" durch Bekanntmachung gemäß § 11 dieser Anleihebedingungen zu dem in den Endgültigen Bedingungen angegebenen "**Wahlrückzahlungstag (Call)**" zu kündigen und zum entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 dieser Anleihebedingungen zurückzuzahlen.

(2) *Vorzeitige Rückzahlung aus regulatorischen Gründen.* Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich), können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 11 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag (wie in § 5 dieser Anleihebedingungen definiert) zurückgezahlt werden, falls die Schuldverschreibungen infolge einer Änderung oder Ergänzung der in der Europäischen Union oder der Bundesrepublik Deutschland geltenden Richtlinien, Gesetze oder Verordnungen oder deren Auslegung nicht länger den Mindestanforderungen für Eigenmittel und berücksichtigungsfähige Verbindlichkeiten (*minimum requirement for own funds and eligible liabilities – MREL*) gemäß Artikel 45 der Richtlinie 2014/59/EU des Europäischen Parlaments und des Rates vom 15. Mai 2014 zur Festlegung eines Rahmens für die Sanierung und Abwicklung von Kreditinstituten und Wertpapierfirmen, in der jeweils gültigen Fassung, (umgesetzt in § 49 des Gesetzes zur Sanierung und Abwicklung von Instituten und Finanzgruppen vom 10. Dezember 2014, in der jeweils gültigen Fassung) oder gemäß Artikel 12 der Verordnung (EU) Nr. 806/2014 des Europäischen Parlaments und des Rates vom 15. Juli 2014 zur Festlegung einheitlicher Vorschriften und eines einheitlichen Verfahrens für die Abwicklung von Kreditinstituten und bestimmten Wertpapierfirmen im Rahmen eines einheitlichen Abwicklungsmechanismus und eines einheitlichen Abwicklungsfonds, in der jeweils gültigen Fassung, oder jeder anderen anwendbaren gesetzlichen Bestimmung, die die Mindestanforderungen für Eigenmittel und berücksichtigungsfähige Verbindlichkeiten (MREL) regelt, entsprechen.

(3) *Keine vorzeitige Rückzahlung nach Wahl eines Gläubigers.* Ein Gläubiger ist nicht zur Kündigung der Schuldverschreibungen berechtigt.

§ 5 Vorzeitiger Rückzahlungsbetrag

Vorzeitiger Rückzahlungsbetrag. Die Rückzahlung der Schuldverschreibungen erfolgt bei einer Kündigung nach § 4 Absatz (1) oder nach § 4 Absatz (2) dieser Anleihebedingungen zu einem Betrag (der "**Vorzeitige Rückzahlungsbetrag**"), der sich wie folgt bestimmt:

Der Vorzeitige Rückzahlungsbetrag ist der Nennbetrag zuzüglich etwaiger Stückzinsen.

§ 6 Zahlungen / Emissionsstelle / Zahlstelle / Berechnungsstelle

(1) *Zahlungen von Kapital und/oder Zinsen/Erfüllung.* Sämtliche gemäß diesen Anleihebedingungen zahlbaren Beträge sind von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger zu zahlen. Die Emittentin wird durch Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht gegenüber den Gläubigern befreit.

(2) *Der nachfolgende Absatz findet Anwendung, wenn Zinszahlungen auf eine Vorläufige Globalurkunde erfolgen sollen.*

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (3) von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (4) (b) dieser Anleihebedingungen.

(3) *Zahlungsweise.*

(a) *Der nachfolgende Absatz findet Anwendung, wenn die Schuldverschreibungen in einer anderen Währung als Chinesischen Renminbi denominiert sind:*

Zahlungen fälliger Beträge auf die Schuldverschreibungen erfolgen in der in den Endgültigen Bedingungen angegebenen frei konvertierbaren Währung, die am entsprechenden Fälligkeitstag die gesetzliche Währung des Staates der festgelegten Währung ist. Unbeschadet der Bestimmungen in § 9 dieser Anleihebedingungen unterliegen die Zahlungen fälliger Beträge auf die Schuldverschreibungen in allen Fällen (i) den hierfür am Zahlungsort geltenden steuerlichen und sonstigen Gesetzen und Vorschriften, und (ii) einem Einbehalt oder Abzug, der gemäß einer in § 1471 (b) des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung beschriebenen Vereinbarung erforderlich ist oder anderweitig gemäß §§ 1471 bis 1474 des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung (allgemein bekannt als FATCA) oder gemäß darauf gestützter Bestimmungen oder Vereinbarungen oder gemäß deren offizieller Auslegung oder gemäß eines Gesetzes zur Umsetzung einer diesbezüglichen zwischenstaatlichen Vorgehensweise auferlegt wird.

- (b) *Der nachfolgende Absatz findet Anwendung, wenn die Schuldverschreibungen in Chinesischen Renminbi denominiert sind:*

Zahlungen fälliger Beträge auf die Schuldverschreibungen erfolgen in Chinesischen Renminbi ausschließlich mittels Überweisung auf ein vom Clearing System bei einer Bank außerhalb der Volksrepublik China unterhaltenes Konto. Unbeschadet der Bestimmungen in § 9 dieser Anleihebedingungen unterliegen die Zahlungen fälliger Beträge auf die Schuldverschreibungen in allen Fällen (i) den hierfür am Zahlungsort geltenden steuerlichen und sonstigen Gesetzen und Vorschriften und vorbehaltlich des nachstehenden Absatzes und (ii) einem Einbehalt oder Abzug, der gemäß einer in § 1471 (b) des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung beschriebenen Vereinbarung erforderlich ist oder anderweitig gemäß §§ 1471 bis 1474 des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung (allgemein bekannt als FATCA) oder gemäß darauf gestützter Bestimmungen oder Vereinbarungen oder gemäß deren offizieller Auslegung oder gemäß eines Gesetzes zur Umsetzung einer diesbezüglichen zwischenstaatlichen Vorgehensweise auferlegt wird.

Stellt die Emittentin fest, dass der zu zahlende Betrag am betreffenden Zahltag aufgrund von Umständen, die sich ihrer Kontrolle entziehen, in Chinesischen Renminbi für sie nicht verfügbar ist, oder dass Chinesische Renminbi oder eine gesetzlich vorgeschriebene Nachfolge-Währung nicht für die Abwicklung von internationalen Finanztransaktionen verwendet werden darf, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder, sobald wie möglich danach, durch eine Zahlung in US Dollar auf der Grundlage des Anwendbaren Wechselkurses (wie nachstehend definiert) erfüllen. Die Gläubiger sind nicht berechtigt, weitere Zinsen oder sonstige Zahlungen in Bezug auf eine solche Zahlung zu verlangen. Der "**Anwendbare Wechselkurs**" ist der Kassakurs (wie nachfolgend definiert) am zweiten Festlegungsgeschäftstag (wie nachfolgend definiert) vor einer solchen Zahlung (nachstehend auch "**Festlegungstag**" genannt) oder, falls ein solcher Kurs am Festlegungstag nicht verfügbar ist, der vor dem Festlegungstag zuletzt verfügbare Kassakurs, wie von der in den Endgültigen Bedingungen angegebenen Berechnungsstelle (die "**Berechnungsstelle**") bestimmt.

"**Kassakurs**" bezeichnet den zuletzt verfügbaren, von der Staatlichen Devisenverwaltung der Volksrepublik China (*State Administration of Foreign Exchange of the People's Republic of China*) gemeldeten offiziellen US Dollar/Chinesischen Renminbi Wechselkurs mit zweitägiger Valuta, wie von der Berechnungsstelle um ca. 11.00 Uhr (Hongkonger Zeit) am Festlegungstag unter Bezugnahme auf die Bildschirmseite CNY=SAEC von Reuters (oder eine Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) bestimmt. Wenn ein solcher offizieller Wechselkurs nicht verfügbar ist, wird die Berechnungsstelle um ca. 11.00 Uhr (Hongkonger Zeit) am Festlegungstag unter Bezugnahme auf die Bildschirmseite TRADCNY3/Spalte USD/CNH von Reuters (oder auf eine Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) als Kassakurs das arithmetische Mittel zwischen dem US Dollar/Chinesischem Renminbi Geld- und Briefkurs auf dem außerbörslichen Chinese Renminbi-Devisenmarkt in Hongkong mit zweitägiger Valuta bestimmen.

"**Festlegungsgeschäftstag**" bezeichnet einen Tag (außer einem Samstag oder einem Sonntag), an dem das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) und Geschäftsbanken und Devisenmärkte in Hongkong und New York für allgemeine Geschäfte geöffnet sind und Zahlungen abwickeln.

- (4) *Zahltag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Zahltag**"

- (a) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder
- (b) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

- (5) *Hinterlegung von Kapital und/oder Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapital- und/oder Zinsbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Endfälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der Gläubiger gegen die Emittentin.

- (6) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle (wie in den Endgültigen Bedingungen angegeben) zu ändern oder zu beenden und eine andere Emissionsstelle und/oder zusätzliche oder andere Zahlstellen und/oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt eine Emissionsstelle und/oder Zahlstelle (die die Emissionsstelle sein kann) und/oder Berechnungsstelle (die die Emissionsstelle sein kann) unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 11 dieser Anleihebedingungen vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert werden.

- (7) *Beauftragte der Emittentin.* Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle handeln in ihrer Eigenschaft als solche ausschließlich als Beauftragte der Emittentin, und es besteht kein Auftrags- oder Treuhandverhältnis zwischen der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle und den Gläubigern der Schuldverschreibungen. Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle haften dafür, dass sie Erklärungen abgeben, nicht abgeben, entgegennehmen oder Handlungen vornehmen oder unterlassen nur, wenn und soweit sie dabei die Sorgfalt eines ordentlichen Kaufmanns verletzt haben.

§ 7 Vorlegungsfrist

Vorlegungsfrist. Die in § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch bestimmte Vorlegungsfrist für fällige Schuldverschreibungen wird auf zehn Jahre abgekürzt. Die Verjährungsfrist für innerhalb der Vorlegungsfrist vorgelegte Schuldverschreibungen beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

§ 8 Status / Zahlungsanspruch / Aufrechnungsverbot / Keine Sicherheit / Keine Garantie

(1) *Status.* Die Schuldverschreibungen begründen nicht besicherte und nicht bevorrechtigte nicht nachrangige Verbindlichkeiten der Emittentin, die

- (a) untereinander und mit allen anderen nicht besicherten und nicht bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin *gleichrangig* sind;
- (b) *vorrangig* sind gegenüber (i) nachrangigen Verbindlichkeiten der Emittentin, bei denen es sich nicht um zusätzliches Kernkapital oder Ergänzungskapital handelt, (ii) Kapitalinstrumenten des Ergänzungskapitals, (iii) Kapitalinstrumenten des zusätzlichen Kernkapitals und (iv) Kapitalinstrumenten des harten Kernkapitals;
- (c) *nachrangig* sind gegenüber Verbindlichkeiten der Emittentin, die nach geltenden Rechtsvorschriften vorrangig sind, einschließlich der nicht besicherten und bevorrechtigten nicht nachrangigen Schuldtitel der Emittentin.

(2) *Zahlungsanspruch.* Gemäß den gesetzlichen Vorschriften gehen im Fall der Abwicklung, der Liquidation oder der Insolvenz der Emittentin die Verbindlichkeiten aus den Schuldverschreibungen den Ansprüchen dritter Gläubiger der Emittentin aus gegenwärtigen und zukünftigen Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig sind, im Rang vollständig nach, so dass Zahlungen auf die Schuldverschreibungen solange nicht erfolgen, wie die Ansprüche dieser dritten Gläubiger der Emittentin aus gegenwärtigen und zukünftigen Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig sind, nicht vollständig befriedigt worden sind.

(3) *Aufrechnungsverbot.* Die Aufrechnung von Forderungen aus den Schuldverschreibungen gegen Forderungen der Emittentin ist ausgeschlossen.

(4) *Keine Sicherheit/Keine Garantie.* Die Schuldverschreibungen sind weder besichert noch Gegenstand einer Garantie der Emittentin oder Dritter, die die Rangstellung der Forderungen der Gläubiger von Schuldverschreibungen verbessert.

§ 9 Steuern

Quellensteuer. Sämtliche auf die Schuldverschreibungen zahlbaren Kapital- und/oder Zinsbeträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland durch Einbehalt oder Abzug an der Quelle (Quellensteuer) auferlegt oder erhoben werden, es sei denn, dieser Einbehalt oder Abzug ist gesetzlich vorgeschrieben.

§ 10 Begebung weiterer Schuldverschreibungen / Ankauf / Entwertung

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Valutierungstages und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden und den Gesamtnennbetrag der Serie erhöhen.

(2) *Ankauf.* Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich), ist die Emittentin jederzeit berechtigt, Schuldverschreibungen in jedem Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, wieder verkauft oder bei der in den Endgültigen Bedingungen angegebenen Emissionsstelle zwecks Entwertung eingereicht werden.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 11 Bekanntmachungen

(1) *Bekanntmachungen in der Bundesrepublik Deutschland.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind im Bundesanzeiger zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.

(2) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen zum Handel am Regulierten Markt "Bourse de Luxembourg" der Luxemburger Wertpapierbörse zugelassen sind und im Amtlichen Handel (Official List) der Luxemburger Wertpapierbörse und/oder an einer anderen oder weiteren Wertpapierbörse notiert werden.*

- (a) *Bekanntmachungen in einer Tageszeitung.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) in einer in den Endgültigen Bedingungen angegebenen führenden Tageszeitung mit allgemeiner Verbreitung in dem in den Endgültigen Bedingungen angegebenen Sitzstaat der Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.
- (b) *Bekanntmachungen auf der Internetseite.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) auf der in den Endgültigen Bedingungen angegebenen Internetseite der in den Endgültigen Bedingungen angegebenen Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt mit dem Tag der Veröffentlichung als wirksam erfolgt.

§ 12

Anwendbares Recht / Gerichtsstand / Gerichtliche Geltendmachung

- (1) *Anwendbares Recht.* Die Schuldverschreibungen unterliegen deutschem Recht.
- (2) *Gerichtsstand.* Nicht ausschließlicher Gerichtsstand für sämtliche Klagen und sonstige Verfahren ("**Rechtsstreitigkeiten**") im Zusammenhang mit den Schuldverschreibungen ist Frankfurt am Main. Ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten aus den in diesen Anleihebedingungen geregelten Angelegenheiten ist Frankfurt am Main für Kaufleute, juristische Personen des öffentlichen Rechts, öffentlich-rechtliche Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland.
- (3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder der Lagerstelle des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre.

Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die in dem Land, in dem der Rechtsstreit eingeleitet wird, prozessual zulässig ist.

C2. Anleihebedingungen für variabel verzinsliche nicht bevorrechtigte nicht nachrangige Schuldverschreibungen

§ 1

Währung / Stückelung / Form / Definitionen

(1) *Währung, Stückelung.* Diese Serie von nicht bevorrechtigten nicht nachrangigen Schuldverschreibungen (die "**Schuldverschreibungen**") der DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Bundesrepublik Deutschland, (die "**Emittentin**") wird in der in den Endgültigen Bedingungen angegebenen Währung und in dem in den Endgültigen Bedingungen angegebenen Gesamtnennbetrag sowie in der in den Endgültigen Bedingungen angegebenen Stückelung (die "**Festgelegte Stückelung**" oder der "**Nennbetrag**") begeben.

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber und sind durch eine oder mehrere Globalurkunden verbrieft (jede eine "**Globalurkunde**").

(3) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen durch eine Dauerglobalurkunde verbrieft werden.*

Dauerglobalurkunde. Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist, falls die Emittentin nicht selbst die Emissionsstelle ist, von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(4) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen anfänglich durch eine Vorläufige Globalurkunde verbrieft werden.*

(a) *Vorläufige Globalurkunde.* Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**Vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der Festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die Vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind, falls die Emittentin nicht selbst die Emissionsstelle ist, jeweils von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) *Austausch.* Die Vorläufige Globalurkunde ist frühestens an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach jeder wirtschaftliche Eigentümer der durch die Vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Person ist (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine Vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der Vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß dieses Absatzes (b) auszutauschen. Schuldverschreibungen, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in Absatz (c) definiert) zu liefern.

(c) *Vereinigte Staaten.* Für die Zwecke des Absatzes (b) bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(5) *Clearing System.* Die Globalurkunde wird von einem oder im Namen eines Clearing Systems verwahrt. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Clearing System**"

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Bundesrepublik Deutschland ("**CBF**"); oder

(b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxemburg, Großherzogtum Luxemburg ("**CBL**"); und/oder

(c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brüssel, Königreich Belgien ("**Euroclear**").

CBL und Euroclear sind jeweils ein internationaler Zentralverwahrer von Wertpapieren (*international central securities depositary*) ("**ICSD**" und zusammen "**ICSDs**").

*Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen im Namen der ICSDs verwahrt werden und die Globalurkunde eine classical global note ("**CGN**") ist.*

Die Schuldverschreibungen werden in Form einer CGN ausgegeben und von einer gemeinsamen Verwahrstelle (*common depositary*) im Namen beider ICSDs verwahrt.

(6) *Gläubiger von Schuldverschreibungen.* "**Gläubiger**" ist jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Schuldverschreibungen.

§ 2 Zinsen

(1) *Variabler Zinssatz/Zinszahlungstage.* Die Schuldverschreibungen werden, vorbehaltlich § 4 Absatz (1) (wenn in den Endgültigen Bedingungen die Möglichkeit einer vorzeitigen Rückzahlung durch die Emittentin angegeben ist) oder § 4 Absatz (2) dieser Anleihebedingungen, bezogen auf die Festgelegte Stückelung ab dem in den Endgültigen Bedingungen angegebenen Verzinsungsbeginn (der "**Verzinsungsbeginn**") (einschließlich) bis zu dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen (ausschließlich) zu dem in den Endgültigen Bedingungen angegebenen Variablen Zinssatz (der "**Variable Zinssatz**") verzinst, der gemäß den nachfolgenden Bestimmungen von der in den Endgültigen Bedingungen angegebenen Berechnungsstelle (die "**Berechnungsstelle**") festgelegt wird. Zinsen sind nachträglich an den in den Endgültigen Bedingungen angegebenen Terminen (die "**Zinszahlungstage**") zahlbar.

(2) *Geschäftstagekonvention.* Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag gemäß Absatz (e) ist, so wird der Zinszahlungstag

- (a) wenn in den Endgültigen Bedingungen "**Modifizierte Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen; oder
- (b) wenn in den Endgültigen Bedingungen "**FRN-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen und (ii) jeder nachfolgende Zinszahlungstag ist der jeweils letzte Geschäftstag des Monats, der entsprechend des in den Endgültigen Bedingungen angegebenen Zeitraums nach dem vorausgegangenen anwendbaren Zinszahlungstag liegt; oder
- (c) wenn in den Endgültigen Bedingungen "**Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben; oder
- (d) wenn in den Endgültigen Bedingungen "**Vorausgegangener Geschäftstag-Konvention**" angegeben ist, auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen angepasst werden.

Anpassung der Zinsen. Falls der Fälligkeitstag einer Zahlung vorgezogen oder verschoben wird, wird der Zinsbetrag entsprechend angepasst.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen nicht angepasst werden.

Keine Anpassung der Zinsen. Der Gläubiger ist nicht berechtigt, etwaige weitere Zinsen oder sonstige Zahlungen aufgrund einer solchen Verschiebung zu verlangen.

- (e) *Geschäftstag.* Für Zwecke der Absätze (a), (b), (c) oder (d) und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Geschäftstag**",
 - (i) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder
 - (ii) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

(3) *Zinsperiode.* Der Zeitraum zwischen dem Verzinsungsbeginn (einschließlich) und dem letzten Tag (einschließlich) vor dem ersten Zinszahlungstag sowie der Zeitraum von jedem Zinszahlungstag (einschließlich) bis zum letzten Tag (einschließlich) vor dem jeweils darauf folgenden Zinszahlungstag und letztmalig bis zum letzten Tag (einschließlich) vor dem Endfälligkeitstag wird nachstehend, wie in den Endgültigen Bedingungen angegeben, "**Zinsperiode**" genannt.

(4) *Referenzzinssatz.*

- (a) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen **EURIBOR (Euro Interbank Offered Rate)** als Referenzzinssatz angegeben ist:*
 - (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht dem gemäß den Absätzen (ii), (iii), (iv) oder (v) bestimmten und in den Endgültigen Bedingungen angegebenen EURIBOR-Satz für Euro-Einlagen für die jeweilige Zinsperiode und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz per annum angegebenen "**Marge**".
 - (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Variablen Zinssatz durch Bezugnahme auf den von den Mitgliedsbanken des EURIBOR-Panel quotierten EURIBOR-Satz für Euro-Einlagen für die betreffende Zinsperiode, der auf Reuters Seite EURIBOR01 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) um ca. 11.00 Uhr (Brüsseler Zeit) angezeigt wird und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.

- (iii) Sollte die in Absatz (ii) genannte Bildschirmseite nicht zur Verfügung stehen oder sollte zu der in Absatz (ii) festgelegten Zeit kein EURIBOR-Satz angezeigt werden, wird die Berechnungsstelle von vier ausgewählten Großbanken im Interbankenmarkt der Euro-Zone deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Euro-Einlagen für die betreffende Zinsperiode gegenüber führenden Banken im Interbankenmarkt der Euro Zone und über einen Betrag, der für eine einzelne Transaktion im Interbankenmarkt der Euro-Zone an dem betreffenden Zinsermittlungstag repräsentativ ist, um ca. 11.00 Uhr (Brüsseler Zeit) an dem betreffenden Zinsermittlungstag einholen. "**Euro-Zone**" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils gültigen Fassung eingeführt haben. Falls zwei oder mehr der vier ausgewählten Großbanken im Interbankenmarkt der Euro-Zone der Berechnungsstelle solche Angebotssätze nennen, ist der Variable Zinssatz für die betreffende Zinsperiode das von der Berechnungsstelle errechnete arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/1.000 %, wobei 0,0005 aufgerundet wird) dieser Angebotssätze und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iv) Falls an dem betreffenden Zinsermittlungstag nur eine oder keine der vier ausgewählten Großbanken im Interbankenmarkt der Euro-Zone der Berechnungsstelle die im vorstehenden Absatz (iii) beschriebenen Angebotssätze nennt, ist der Variable Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/1.000 %, wobei 0,0005 aufgerundet wird) der Sätze ermittelt, die von der Berechnungsstelle mit angemessener Sorgfalt ausgewählte Großbanken im Interbankenmarkt der Euro-Zone der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Brüsseler Zeit) an dem betreffenden Zinsermittlungstag Darlehen in Euro für die betreffende Zinsperiode gegenüber führenden europäischen Banken und über einen Betrag, der für eine einzelne Transaktion im Interbankenmarkt der Euro-Zone an dem betreffenden Zinsermittlungstag repräsentativ ist, anbieten und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (v) Kann an einem Zinsermittlungstag der EURIBOR-Satz nicht gemäß den Bestimmungen der Absätze (ii), (iii) oder (iv) festgestellt werden, wird der Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Der für die Berechnung des anwendbaren Variablen Zinssatzes maßgebende EURIBOR-Satz ist hierbei der zuletzt veröffentlichte EURIBOR-Satz, der auf Reuters Seite EURIBOR01 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt wird und von der Berechnungsstelle für Euro-Einlagen für die betreffende Zinsperiode ermittelt werden kann.
- (vi) Sollte der EURIBOR-Satz für die jeweilige in den Endgültigen Bedingungen festgelegte Zinsperiode entfallen und ein geeigneter Ersatz-Referenzzinssatz zur Verfügung stehen, der entweder als Nachfolger des EURIBOR-Satzes offiziell bekanntgegeben wird oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin dem EURIBOR-Satz in seiner Zusammensetzung möglichst nahekommt, tritt an die Stelle des EURIBOR-Satzes für die Restlaufzeit der Schuldverschreibungen dieser Ersatz-Referenzzinssatz. Voraussetzung hierfür ist, dass der Ersatz-Referenzzinssatz gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt wird, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt wird und der Ersatz-Referenzzinssatz sowie der Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 11 dieser Anleihebedingungen bekannt zu machen.
- (vii) Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich), können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 11 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 dieser Anleihebedingungen zurückgezahlt werden, falls der EURIBOR-Satz für die jeweilige in den Endgültigen Bedingungen festgelegte Zinsperiode entfallen und kein geeigneter Ersatz-Referenzzinssatz gemäß Absatz (vi) zur Verfügung stehen sollte.

Geschäftstag im Sinne dieses Absatzes (a) bezeichnet einen Tag, an dem Zahlungen über das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) abgewickelt werden können.

- (b) Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen **LIBOR (London Interbank Offered Rate)** als Referenzzinssatz angegeben ist:
- (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht dem gemäß den Absätzen (ii), (iii), (iv) oder (v) bestimmten und in den Endgültigen Bedingungen angegebenen LIBOR-Satz für Einlagen in der in den Endgültigen Bedingungen festgelegten Währung für die jeweilige Zinsperiode und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz *per annum* angegebenen "**Marge**".
- (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Variablen Zinssatz durch Bezugnahme auf den LIBOR-Satz für Einlagen in der festgelegten Währung für die betreffende Zinsperiode, der auf Reuters Seite LIBOR01 oder LIBOR02 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) um ca. 11.00 Uhr (Londoner Zeit) angezeigt wird und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iii) Sollte die in Absatz (ii) genannte Bildschirmseite nicht zur Verfügung stehen oder sollte zu der in Absatz (ii) festgelegten Zeit kein LIBOR-Satz angezeigt werden, wird die Berechnungsstelle von vier ausgewählten Großbanken

im Londoner Interbankenmarkt deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen der in den Endgültigen Bedingungen festgelegten Währung für die betreffende Zinsperiode gegenüber führenden Banken im Londoner Interbankenmarkt und über einen Betrag, der für eine einzelne Transaktion im Londoner Interbankenmarkt an dem betreffenden Zinsermittlungstag repräsentativ ist, um ca. 11.00 Uhr (Londoner Zeit) an dem betreffenden Zinsermittlungstag einholen. Falls zwei oder mehr der vier ausgewählten Großbanken im Londoner Interbankenmarkt der Berechnungsstelle solche Angebotssätze nennen, ist der Variable Zinssatz für die betreffende Zinsperiode das von der Berechnungsstelle errechnete arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) dieser Angebotssätze und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.

- (iv) Falls an dem betreffenden Zinsermittlungstag nur eine oder keine der vier ausgewählten Großbanken im Londoner Interbankenmarkt der Berechnungsstelle die im vorstehenden Absatz (iii) beschriebenen Angebotssätze nennt, ist der Variable Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) der Sätze ermittelt, die von der Berechnungsstelle mit angemessener Sorgfalt ausgewählte Großbanken im Londoner Interbankenmarkt der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Londoner Zeit) an dem betreffenden Zinsermittlungstag Darlehen in der in den Endgültigen Bedingungen festgelegten Währung für die betreffende Zinsperiode gegenüber führenden europäischen Banken und über einen Betrag, der für eine einzelne Transaktion im Londoner Interbankenmarkt an dem betreffenden Zinsermittlungstag repräsentativ ist, anbieten und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (v) Kann an einem Zinsermittlungstag der LIBOR-Satz nicht gemäß den Bestimmungen der Absätze (ii), (iii) oder (iv) festgestellt werden, wird der Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Der für die Berechnung des anwendbaren Variablen Zinssatzes maßgebende LIBOR-Satz ist hierbei der zuletzt veröffentlichte LIBOR-Satz, der auf Reuters Seite LIBOR01 oder LIBOR02 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt wird und von der Berechnungsstelle für Einlagen in der festgelegten Währung für die betreffende Zinsperiode ermittelt werden kann.
- (vi) Sollte der LIBOR-Satz für Einlagen der in den Endgültigen Bedingungen festgelegten Währung für die jeweilige Zinsperiode entfallen und ein geeigneter Ersatz-Referenzzinssatz zur Verfügung stehen, der entweder als Nachfolger des LIBOR-Satzes offiziell bekanntgegeben wird oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin dem LIBOR-Satz in seiner Zusammensetzung möglichst nahekommt, tritt an die Stelle des LIBOR-Satzes für die Restlaufzeit der Schuldverschreibungen dieser Ersatz-Referenzzinssatz. Voraussetzung hierfür ist, dass der Ersatz-Referenzzinssatz gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt wird, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt wird und der Ersatz-Referenzzinssatz sowie der Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 11 dieser Anleihebedingungen bekannt zu machen.
- (vii) Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich), können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 11 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 dieser Anleihebedingungen zurückgezahlt werden, falls der LIBOR-Satz für Einlagen der in den Endgültigen Bedingungen festgelegten Währung für die jeweilige Zinsperiode entfallen und kein geeigneter Ersatz-Referenzzinssatz gemäß Absatz (vi) zur Verfügung stehen sollte.

Geschäftstag im Sinne dieses Absatzes (b) bezeichnet einen Tag (außer einem Samstag oder einem Sonntag), an dem Geschäftsbanken in London und in dem in den Endgültigen Bedingungen angegebenen Hauptfinanzzentrum des Landes der entsprechenden Währung für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

(5) *Zinsbetrag*. Die Berechnungsstelle errechnet an jedem Zinsermittlungstag den auf den Gesamtnennbetrag der Schuldverschreibungen (wie in den Endgültigen Bedingungen angegeben) und/oder auf die Festgelegte Stückelung der Schuldverschreibungen (wie in den Endgültigen Bedingungen angegeben) entfallenden Zinsbetrag (der "**Zinsbetrag**") für die entsprechende Zinsperiode durch Multiplikation des auf die entsprechende Zinsperiode anzuwendenden Variablen Zinssatzes mit dem Gesamtnennbetrag der Schuldverschreibungen und/oder der Festgelegten Stückelung der Schuldverschreibungen, wobei das Produkt mit dem Zinstagequotienten (wie in nachstehendem Absatz (6) definiert und in den Endgültigen Bedingungen angegeben) multipliziert wird. Der so errechnete Zinsbetrag wird auf die kleinste Einheit der jeweiligen Währung gerundet. Eine halbe Einheit dieser Währung wird aufgerundet.

(6) *Zinstagequotient*. "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

- (a) wenn in den Endgültigen Bedingungen "**Actual/Actual (ICMA-Regelung 251)**" angegeben ist:

(aa) im Fall, dass der Zinsberechnungszeitraum kürzer ist als die Feststellungsperiode (wie nachstehend definiert) in die das Ende des Zinsberechnungszeitraums fällt, oder, im Fall, dass der Zinsberechnungszeitraum der Feststellungsperiode entspricht, die Anzahl von Tagen in diesem Zinsberechnungszeitraum dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der in den Endgültigen Bedingungen angegebenen "**Anzahl der ICMA-Feststellungsphase in einem Kalenderjahr**"; oder

(ab) im Fall, dass der Zinsberechnungszeitraum länger ist als die Feststellungsperiode (wie nachstehend definiert), in die das Ende des Zinsberechnungszeitraums fällt, die Summe aus

- (i) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr; und
- (ii) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr.

"**Feststellungsperiode**" bezeichnet den Zeitraum von einem "**ICMA-Feststellungstag**" (einschließlich) (wie in den Endgültigen Bedingungen angegeben) bis zum nächsten ICMA-Feststellungstag (ausschließlich); dies schließt dann, wenn der Verzinsungsbeginn kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag vor dem Verzinsungsbeginn anfängt, und dann, wenn der letzte Zinszahlungstag kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag nach dem letzten Zinszahlungstag endet; oder

- (b) wenn in den Endgültigen Bedingungen "**Actual/365 (Fixed)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365; oder
- (c) wenn in den Endgültigen Bedingungen "**Actual/365 (Sterling)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 oder, wenn der Zinszahlungstag in ein Schaltjahr fällt, 366; oder
- (d) wenn in den Endgültigen Bedingungen "**Actual/360**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360; oder
- (e) wenn in den Endgültigen Bedingungen "**30/360, 360/360 oder Bond Basis**" angegeben ist: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltene Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist); oder
- (f) wenn in den Endgültigen Bedingungen "**30E/360 oder Eurobond Basis**" angegeben ist: die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt).

(7) *Bekanntmachung von Variablem Zinssatz, Zinsbetrag und Zinszahlungstag.* Die Berechnungsstelle veranlasst die Bekanntmachung des für die entsprechende Zinsperiode ermittelten Variablen Zinssatzes, des auf den Gesamtnennbetrag der Schuldverschreibungen und/oder auf die festgelegte Stückelung der Schuldverschreibungen zu zahlenden Zinsbetrages und des Zinszahlungstages unverzüglich gemäß § 11 dieser Anleihebedingungen. Im Falle einer Verlängerung oder einer Verkürzung der Zinsperiode können von der Berechnungsstelle der zahlbare Zinsbetrag sowie der Zinszahlungstag nachträglich berichtigt oder andere geeignete Anpassungsregelungen getroffen werden, ohne dass es dafür einer weiteren Bekanntmachung bedarf. Im Übrigen und soweit die Zinsermittlung gemäß den vorangegangenen Absätzen (1) bis (6) erfolgt, sind die Ermittlung der jeweiligen Variablen Zinssätze und der jeweils zahlbaren Zinsbeträge für alle Beteiligten bindend. Den Gläubigern stehen gegen die Berechnungsstelle keine Ansprüche wegen der Art der Wahrnehmung oder der Nichtwahrnehmung der sich aus diesem Absatz (7) ergebenden Rechte, Pflichten oder Ermessensbefugnisse zu.

(8) *Auflaufende Zinsen.* Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden. Falls die Emittentin die Schuldverschreibungen bei Endfälligkeit nicht oder nicht vollständig einlöst, erfolgt die Verzinsung des ausstehenden Gesamtnennbetrages der Schuldverschreibungen von dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen bis zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht, in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen³⁷.

§ 3 Rückzahlung

Rückzahlung bei Endfälligkeit. Soweit nicht zuvor bereits zurückgezahlt oder angekauft und entwertet, wird die Emittentin die Schuldverschreibungen zu ihrem Nennbetrag an dem in den Endgültigen Bedingungen angegebenen Endfälligkeitstag (der "**Endfälligkeitstag**") zurückzahlen.

³⁷ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Bürgerliches Gesetzbuch.

§ 4 Vorzeitige Rückzahlung

(1) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Emittentin das Recht hat, die Schuldverschreibungen vorzeitig zu kündigen (Call Option).*

Vorzeitige Rückzahlung nach Wahl der Emittentin (Call Option). Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich), ist die Emittentin über die Kündigung gemäß § 2 Absatz (4) (a) (vii) oder § 2 Absatz (4) (b) (vii) dieser Anleihebedingungen hinaus berechtigt, die Schuldverschreibungen insgesamt, jedoch nicht teilweise, unter Einhaltung einer in den Endgültigen Bedingungen angegebenen "**Mindestkündigungsfrist**" durch Bekanntmachung gemäß § 11 dieser Anleihebedingungen zu dem in den Endgültigen Bedingungen angegebenen "**Wahlrückzahlungstag (Call)**" zu kündigen und zum entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 dieser Anleihebedingungen zurückzuzahlen.

(2) *Vorzeitige Rückzahlung aus regulatorischen Gründen.* Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich), können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 11 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag (wie in § 5 dieser Anleihebedingungen definiert) zurückgezahlt werden, falls die Schuldverschreibungen infolge einer Änderung oder Ergänzung der in der Europäischen Union oder der Bundesrepublik Deutschland geltenden Richtlinien, Gesetze oder Verordnungen oder deren Auslegung nicht länger den Mindestanforderungen für Eigenmittel und berücksichtigungsfähige Verbindlichkeiten (*minimum requirement for own funds and eligible liabilities – MREL*) gemäß Artikel 45 der Richtlinie 2014/59/EU des Europäischen Parlaments und des Rates vom 15. Mai 2014 zur Festlegung eines Rahmens für die Sanierung und Abwicklung von Kreditinstituten und Wertpapierfirmen, in der jeweils gültigen Fassung, (umgesetzt in § 49 des Gesetzes zur Sanierung und Abwicklung von Instituten und Finanzgruppen vom 10. Dezember 2014, in der jeweils gültigen Fassung) oder gemäß Artikel 12 der Verordnung (EU) Nr. 806/2014 des Europäischen Parlaments und des Rates vom 15. Juli 2014 zur Festlegung einheitlicher Vorschriften und eines einheitlichen Verfahrens für die Abwicklung von Kreditinstituten und bestimmten Wertpapierfirmen im Rahmen eines einheitlichen Abwicklungsmechanismus und eines einheitlichen Abwicklungsfonds, in der jeweils gültigen Fassung, oder jeder anderen anwendbaren gesetzlichen Bestimmung, die die Mindestanforderungen für Eigenmittel und berücksichtigungsfähige Verbindlichkeiten (MREL) regelt, entsprechen.

(3) *Keine vorzeitige Rückzahlung nach Wahl eines Gläubigers.* Ein Gläubiger ist nicht zur Kündigung der Schuldverschreibungen berechtigt.

§ 5 Vorzeitiger Rückzahlungsbetrag

Vorzeitiger Rückzahlungsbetrag. Die Rückzahlung der Schuldverschreibungen erfolgt bei einer Kündigung nach § 2 Absatz (4) (a) (vii), nach § 2 Absatz (4) (b) (vii), nach § 4 Absatz (1) oder nach § 4 Absatz (2) dieser Anleihebedingungen zu einem Betrag (der "**Vorzeitige Rückzahlungsbetrag**"), der sich wie folgt bestimmt:

Der Vorzeitige Rückzahlungsbetrag ist der Nennbetrag zuzüglich etwaiger Stückzinsen.

§ 6 Zahlungen / Emissionsstelle / Zahlstelle / Berechnungsstelle

(1) *Zahlungen von Kapital und/oder Zinsen/Erfüllung.* Sämtliche gemäß diesen Anleihebedingungen zahlbaren Beträge sind von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger zu zahlen. Die Emittentin wird durch Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht gegenüber den Gläubigern befreit.

(2) *Der nachfolgende Absatz findet Anwendung, wenn Zinszahlungen auf eine Vorläufige Globalurkunde erfolgen sollen.*

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (3) von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (4) (b) dieser Anleihebedingungen.

(3) *Zahlungsweise.* Zahlungen fälliger Beträge auf die Schuldverschreibungen erfolgen in der in den Endgültigen Bedingungen angegebenen frei konvertierbaren Währung, die am entsprechenden Fälligkeitstag die gesetzliche Währung des Staates der festgelegten Währung ist. Unbeschadet der Bestimmungen in § 9 dieser Anleihebedingungen unterliegen die Zahlungen fälliger Beträge auf die Schuldverschreibungen in allen Fällen (i) den hierfür am Zahlungsort geltenden steuerlichen und sonstigen Gesetzen und Vorschriften, und (ii) einem Einbehalt oder Abzug, der gemäß einer in § 1471 (b) des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung beschriebenen Vereinbarung erforderlich ist oder anderweitig gemäß §§ 1471 bis 1474 des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung (allgemein bekannt als FATCA) oder gemäß darauf gestützter Bestimmungen oder Vereinbarungen oder gemäß deren offizieller Auslegung oder gemäß eines Gesetzes zur Umsetzung einer diesbezüglichen zwischenstaatlichen Vorgehensweise auferlegt wird.

(4) *Zahltag.* Fällt der Endfälligkeitstag in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Zahltag**",

- (a) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) Zahlungen abwickeln; oder
- (b) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

(5) *Hinterlegung von Kapital und/oder Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapital- und/oder Zinsbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Endfälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der Gläubiger gegen die Emittentin.

(6) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle (wie in den Endgültigen Bedingungen angegeben) zu ändern oder zu beenden und eine andere Emissionsstelle und/oder zusätzliche oder andere Zahlstellen und/oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt eine Emissionsstelle und/oder Zahlstelle (die die Emissionsstelle sein kann) und/oder Berechnungsstelle (die die Emissionsstelle sein kann) unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 11 dieser Anleihebedingungen vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert werden.

(7) *Beauftragte der Emittentin.* Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle handeln in ihrer Eigenschaft als solche ausschließlich als Beauftragte der Emittentin, und es besteht kein Auftrags- oder Treuhandverhältnis zwischen der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle und den Gläubigern der Schuldverschreibungen. Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle haften dafür, dass sie Erklärungen abgeben, nicht abgeben, entgegennehmen oder Handlungen vornehmen oder unterlassen nur, wenn und soweit sie dabei die Sorgfalt eines ordentlichen Kaufmanns verletzt haben.

§ 7 Vorlegungsfrist

Vorlegungsfrist. Die in § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch bestimmte Vorlegungsfrist für fällige Schuldverschreibungen wird auf zehn Jahre abgekürzt. Die Verjährungsfrist für innerhalb der Vorlegungsfrist vorgelegte Schuldverschreibungen beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

§ 8 Status / Zahlungsanspruch / Aufrechnungsverbot / Keine Sicherheit / Keine Garantie

(1) *Status.* Die Schuldverschreibungen begründen nicht besicherte und nicht bevorrechtigte nicht nachrangige Verbindlichkeiten der Emittentin, die

- (a) untereinander und mit allen anderen nicht besicherten und nicht bevorrechtigten nicht nachrangigen Schuldtiteln der Emittentin *gleichrangig* sind;
- (b) *vorrangig* sind gegenüber (i) nachrangigen Verbindlichkeiten der Emittentin, bei denen es sich nicht um zusätzliches Kernkapital oder Ergänzungskapital handelt, (ii) Kapitalinstrumenten des Ergänzungskapitals, (iii) Kapitalinstrumenten des zusätzlichen Kernkapitals und (iv) Kapitalinstrumenten des harten Kernkapitals;
- (c) *nachrangig* sind gegenüber Verbindlichkeiten der Emittentin, die nach geltenden Rechtsvorschriften vorrangig sind, einschließlich der nicht besicherten und bevorrechtigten nicht nachrangigen Schuldtitel der Emittentin.

(2) *Zahlungsanspruch.* Gemäß den gesetzlichen Vorschriften gehen im Fall der Abwicklung, der Liquidation oder der Insolvenz der Emittentin die Verbindlichkeiten aus den Schuldverschreibungen den Ansprüchen dritter Gläubiger der Emittentin aus gegenwärtigen und zukünftigen Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig sind, im Rang vollständig nach, so dass Zahlungen auf die Schuldverschreibungen solange nicht erfolgen, wie die Ansprüche dieser dritten Gläubiger der Emittentin aus gegenwärtigen und zukünftigen Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig sind, nicht vollständig befriedigt worden sind.

(3) *Aufrechnungsverbot.* Die Aufrechnung von Forderungen aus den Schuldverschreibungen gegen Forderungen der Emittentin ist ausgeschlossen.

(4) *Keine Sicherheit/Keine Garantie.* Die Schuldverschreibungen sind weder besichert noch Gegenstand einer Garantie der Emittentin oder Dritter, die die Rangstellung der Forderungen der Gläubiger von Schuldverschreibungen verbessert.

§ 9 Steuern

Quellensteuer. Sämtliche auf die Schuldverschreibungen zahlbaren Kapital- und/oder Zinsbeträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland durch Einbehalt oder Abzug an der Quelle (Quellensteuer) auferlegt oder erhoben werden, es sei denn, dieser Einbehalt oder Abzug ist gesetzlich vorgeschrieben.

§ 10

Begebung weiterer Schuldverschreibungen / Ankauf / Entwertung

- (1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Valutierungstages und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden und den Gesamtnennbetrag der Serie erhöhen.
- (2) *Ankauf.* Vorbehaltlich der vorherigen Zustimmung der zuständigen Behörde (sofern gesetzlich erforderlich), ist die Emittentin jederzeit berechtigt, Schuldverschreibungen in jedem Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, wieder verkauft oder bei der in den Endgültigen Bedingungen angegebenen Emissionsstelle zwecks Entwertung eingereicht werden.
- (3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 11

Bekanntmachungen

- (1) *Bekanntmachungen in der Bundesrepublik Deutschland.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind im Bundesanzeiger zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.
- (2) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen zum Handel am Regulierten Markt "Bourse de Luxembourg" der Luxemburger Wertpapierbörse zugelassen sind und im Amtlichen Handel (Official List) der Luxemburger Wertpapierbörse und/oder an einer anderen oder weiteren Wertpapierbörse notiert werden.*
- (a) *Bekanntmachungen in einer Tageszeitung.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) in einer in den Endgültigen Bedingungen angegebenen führenden Tageszeitung mit allgemeiner Verbreitung in dem in den Endgültigen Bedingungen angegebenen Sitzstaat der Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.
- (b) *Bekanntmachungen auf der Internetseite.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) auf der in den Endgültigen Bedingungen angegebenen Internetseite der in den Endgültigen Bedingungen angegebenen Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt mit dem Tag der Veröffentlichung als wirksam erfolgt.
- (c) *Bekanntmachungen über das Clearing System.* Soweit dies Bekanntmachungen über den Variablen Zinssatz betrifft und die Regeln der in den Endgültigen Bedingungen angegebenen Wertpapierbörse es zulassen, kann die Emittentin zusätzlich zu einer Veröffentlichung nach Absatz (1) eine Veröffentlichung nach Absatz (a) oder Absatz (b) durch eine Bekanntmachung an das in den Endgültigen Bedingungen angegebene Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Bekanntmachung gilt am vierten Tag nach dem Tag der Bekanntmachung an das Clearing System als wirksam erfolgt.

§ 12

Anwendbares Recht / Gerichtsstand / Gerichtliche Geltendmachung

- (1) *Anwendbares Recht.* Die Schuldverschreibungen unterliegen deutschem Recht.
- (2) *Gerichtsstand.* Nicht ausschließlicher Gerichtsstand für sämtliche Klagen und sonstige Verfahren ("**Rechtsstreitigkeiten**") im Zusammenhang mit den Schuldverschreibungen ist Frankfurt am Main. Ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten aus den in diesen Anleihebedingungen geregelten Angelegenheiten ist Frankfurt am Main für Kaufleute, juristische Personen des öffentlichen Rechts, öffentlich-rechtliche Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland.
- (3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder der Lagerstelle des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre.

Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die in dem Land, in dem der Rechtsstreit eingeleitet wird, prozessual zulässig ist.

Die Bestimmungen der nachfolgenden Anleihebedingungen gelten für die Schuldverschreibungen so, wie sie durch Angaben im TEIL I der beigefügten Endgültigen Bedingungen konkretisiert werden. Die Angaben im TEIL I der Endgültigen Bedingungen zusammengefasst mit den Bestimmungen der Anleihebedingungen stellen die für jede einzelne Tranche von Schuldverschreibungen anwendbaren Bedingungen dar (die "**Bedingungen**"). Kopien der Bedingungen sind kostenlos bei der bezeichneten Geschäftsstelle der Emissionsstelle und bei den bezeichneten Geschäftsstellen einer jeden Zahlstelle erhältlich; bei nicht an einer Börse notierten Schuldverschreibungen sind Kopien der entsprechenden Bedingungen allerdings ausschließlich für die Gläubiger solcher Schuldverschreibungen erhältlich.

D. ANLEIHEBEDINGUNGEN FÜR NACHRANGIGE SCHULDVERSCHREIBUNGEN

D1. Anleihebedingungen für festverzinsliche Nachrangige Schuldverschreibungen

§ 1

Währung / Stückelung / Form / Definitionen

(1) *Währung, Stückelung.* Diese Serie von Schuldverschreibungen (die "**Schuldverschreibungen**") der DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Bundesrepublik Deutschland, (die "**Emittentin**") wird in der in den Endgültigen Bedingungen angegebenen Währung und in dem in den Endgültigen Bedingungen angegebenen Gesamtnennbetrag sowie in der in den Endgültigen Bedingungen angegebenen Stückelung (die "**Festgelegte Stückelung**") oder der "**Nennbetrag**") begeben.

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber und sind durch eine oder mehrere Globalurkunden verbrieft (jede eine "**Globalurkunde**").

(3) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen durch eine Dauerglobalurkunde verbrieft werden.*

Dauerglobalurkunde. Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist, falls die Emittentin nicht selbst die Emissionsstelle ist, von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(4) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen anfänglich durch eine Vorläufige Globalurkunde verbrieft werden.*

(a) *Vorläufige Globalurkunde.* Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**Vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der Festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die Vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind, falls die Emittentin nicht selbst die Emissionsstelle ist, jeweils von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) *Austausch.* Die Vorläufige Globalurkunde ist frühestens an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach jeder wirtschaftliche Eigentümer der durch die Vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Person ist (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine Vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der Vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß dieses Absatzes (b) auszutauschen. Schuldverschreibungen, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in Absatz (c) definiert) zu liefern.

(c) *Vereinigte Staaten.* Für die Zwecke des Absatzes (b) bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(5) *Clearing System.* Die Globalurkunde wird von einem oder im Namen eines Clearing Systems verwahrt. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Clearing System**"

- (a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Bundesrepublik Deutschland ("**CBF**"); oder
- (b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxemburg, Großherzogtum Luxemburg ("**CBL**"); und/oder
- (c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brüssel, Königreich Belgien ("**Euroclear**").

CBL und Euroclear sind jeweils ein internationaler Zentralverwahrer von Wertpapieren (*international central securities depository*) ("**ICSD**" und zusammen "**ICSDs**").

*Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen im Namen der ICSDs verwahrt werden und die Globalurkunde eine classical global note ("**CGN**") ist.*

Die Schuldverschreibungen werden in Form einer CGN ausgegeben und von einer gemeinsamen Verwahrstelle (*common depository*) im Namen beider ICSDs verwahrt.

(6) *Gläubiger von Schuldverschreibungen.* "**Gläubiger**" ist jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Schuldverschreibungen.

§ 2 Zinsen

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen für ihre gesamte Laufzeit zu einem festen Zinssatz verzinst werden.

(1) *Zinssatz/Zinszahlungstage.* Die Schuldverschreibungen werden, vorbehaltlich § 4 Absatz (1) (wenn in den Endgültigen Bedingungen die Möglichkeit einer vorzeitigen Rückzahlung durch die Emittentin angegeben ist) oder § 4 Absatz (2) dieser Anleihebedingungen, bezogen auf die Festgelegte Stückelung ab dem in den Endgültigen Bedingungen angegebenen Verzinsungsbeginn (der "**Verzinsungsbeginn**") (einschließlich) bis zu dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen (ausschließlich) zu dem in den Endgültigen Bedingungen angegebenen jährlichen Zinssatz (der "**Zinssatz**") verzinst. Zinsen sind nachträglich an jedem in den Endgültigen Bedingungen angegebenen Datum (der "**Zinszahlungstag**") und am Endfälligkeitstag zahlbar. Falls Bruchteilszinsbeträge auf die Schuldverschreibungen zu zahlen sind (kurzer/langer erster/letzter Kupon), werden diese Beträge in den Endgültigen Bedingungen angegeben.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen zu festen, über ihre Laufzeit stufenweise steigenden und/oder fallenden Zinssätzen verzinst werden.

(2) *Zinssätze/Zinszahlungstage.* Die Schuldverschreibungen werden, vorbehaltlich § 4 Absatz (1) (wenn in den Endgültigen Bedingungen die Möglichkeit einer vorzeitigen Rückzahlung durch die Emittentin angegeben ist) oder § 4 Absatz (2) dieser Anleihebedingungen, bezogen auf die Festgelegte Stückelung ab dem in den Endgültigen Bedingungen angegebenen Verzinsungsbeginn (der "**Verzinsungsbeginn**") (einschließlich) bis zu dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen (ausschließlich) zu den in den Endgültigen Bedingungen angegebenen steigenden und/oder fallenden jährlichen Zinssätzen (die "**Zinssätze**") verzinst. Zinsen sind nachträglich an jedem in den Endgültigen Bedingungen angegebenen Datum (der "**Zinszahlungstag**") und am Endfälligkeitstag zahlbar. Falls Bruchteilszinsbeträge auf die Schuldverschreibungen zu zahlen sind (kurzer/langer erster/letzter Kupon), werden diese Beträge in den Endgültigen Bedingungen angegeben.

(3) *Geschäftstagekonvention.* Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag gemäß Absatz (e) ist, so wird der Zinszahlungstag

- (a) wenn in den Endgültigen Bedingungen "**Modifizierte Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen; oder
- (b) wenn in den Endgültigen Bedingungen "**FRN-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen und (ii) jeder nachfolgende Zinszahlungstag ist der jeweils letzte Geschäftstag des Monats, der entsprechend des in den Endgültigen Bedingungen angegebenen Zeitraums nach dem vorausgegangenen anwendbaren Zinszahlungstag liegt; oder
- (c) wenn in den Endgültigen Bedingungen "**Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben; oder
- (d) wenn in den Endgültigen Bedingungen "**Vorausgegangener Geschäftstag-Konvention**" angegeben ist, auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen angepasst werden.

Anpassung der Zinsen. Falls der Fälligkeitstag einer Zahlung vorgezogen oder verschoben wird, wird der Zinsbetrag entsprechend angepasst.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen nicht angepasst werden.

Keine Anpassung der Zinsen. Der Gläubiger ist nicht berechtigt, etwaige weitere Zinsen oder sonstige Zahlungen aufgrund einer solchen Verschiebung zu verlangen.

- (e) *Geschäftstag.* Für Zwecke der Absätze (a), (b), (c) oder (d) und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Geschäftstag**",
 - (i) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder

- (ii) wenn die Schuldverschreibungen auf eine andere Wahrung als Euro lauten, einen Tag (auer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschaftsbanken und Devisenmarkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

(4) *Auflaufende Zinsen.* Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Ruckzahlung fallig werden. Falls die Emittentin die Schuldverschreibungen bei Endfalligkeit nicht oder nicht vollstandig einlost, erfolgt die Verzinsung des ausstehenden Gesamtnennbetrages der Schuldverschreibungen von dem Endfalligkeitstag gema § 3 dieser Anleihebedingungen bis zum Ablauf des Tages, der dem Tag der tatsachlichen Ruckzahlung der Schuldverschreibungen vorangeht, in Hohe des gesetzlich festgelegten Satzes fur Verzugszinsen³⁸.

(5) *Berechnung der Zinsen fur Teilzeitraume.* Sofern Zinsen fur einen Zeitraum von weniger oder mehr als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des nachstehend in Absatz (6) definierten und in den Endgultigen Bedingungen angegebenen Zinstagequotienten.

(6) *Zinstagequotient.* "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung fur einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

- (a) wenn in den Endgultigen Bedingungen "**Actual/Actual (ICMA-Regelung 251)**" angegeben ist:

(aa) im Fall, dass der Zinsberechnungszeitraum kurzer ist als die Feststellungsperiode (wie nachstehend definiert) in die das Ende des Zinsberechnungszeitraums fallt, oder, im Fall, dass der Zinsberechnungszeitraum der Feststellungsperiode entspricht, die Anzahl von Tagen in diesem Zinsberechnungszeitraum dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der in den Endgultigen Bedingungen angegebenen "**Anzahl der ICMA-Feststellungstage in einem Kalenderjahr**"; oder

(ab) im Fall, dass der Zinsberechnungszeitraum langer ist als die Feststellungsperiode (wie nachstehend definiert), in die das Ende des Zinsberechnungszeitraums fallt, die Summe aus

- (i) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr; und
- (ii) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr.

"**Feststellungsperiode**" bezeichnet den Zeitraum von einem "**ICMA-Feststellungstag**" (einschlielich) (wie in den Endgultigen Bedingungen angegeben) bis zum nachsten ICMA-Feststellungstag (ausschlielich); dies schliet dann, wenn der Verzinsungsbeginn kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag vor dem Verzinsungsbeginn anfangt, und dann, wenn der letzte Zinszahlungstag kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag nach dem letzten Zinszahlungstag endet; oder

- (b) wenn in den Endgultigen Bedingungen "**Actual/365 (Fixed)**" angegeben ist: die tatsachliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365; oder
- (c) wenn in den Endgultigen Bedingungen "**Actual/365 (Sterling)**" angegeben ist: die tatsachliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 oder, wenn der Zinszahlungstag in ein Schaltjahr fallt, 366; oder
- (d) wenn in den Endgultigen Bedingungen "**Actual/360**" angegeben ist: die tatsachliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360; oder
- (e) wenn in den Endgultigen Bedingungen "**30/360, 360/360 oder Bond Basis**" angegeben ist: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwolf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fallt auf den 31. Tag eines Monats, wahrend der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fallt, wobei in diesem Fall der diesen Tag enthaltene Monat nicht als ein auf 30 Tage gekurzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fallt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlangerter Monat zu behandeln ist); oder
- (f) wenn in den Endgultigen Bedingungen "**30E/360 oder Eurobond Basis**" angegeben ist: die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berucksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle einer am Falligkeitstag endenden Zinsperiode der Falligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlangert gilt).

³⁸ Der gesetzliche Verzugszinssatz betragt fur das Jahr funf Prozentpunkte uber dem von der Deutschen Bundesbank von Zeit zu Zeit veroffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Burgerliches Gesetzbuch.

§ 3 Rückzahlung

Rückzahlung bei Endfälligkeit. Soweit nicht zuvor bereits zurückgezahlt oder angekauft und entwertet, wird die Emittentin die Schuldverschreibungen zu ihrem Nennbetrag an dem in den Endgültigen Bedingungen angegebenen Endfälligkeitstag (der "**Endfälligkeitstag**") zurückzahlen.

§ 4 Vorzeitige Rückzahlung

(1) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Emittentin das Recht hat, die Schuldverschreibungen vorzeitig zu kündigen (Call Option):*

Vorzeitige Rückzahlung nach Wahl der Emittentin (Call Option). Die Emittentin ist berechtigt, die Schuldverschreibungen insgesamt, jedoch nicht teilweise, unter Einhaltung einer in den Endgültigen Bedingungen angegebenen "**Mindestkündigungsfrist**" durch Bekanntmachung gemäß § 11 dieser Anleihebedingungen zu dem/den in den Endgültigen Bedingungen angegebenen "**Wahlrückzahlungstag(en) (Call)**" zu kündigen und zum entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 dieser Anleihebedingungen zurückzuzahlen.

Eine solche vorzeitige Rückzahlung der Schuldverschreibungen durch die Emittentin ist frühestens nach Ablauf von fünf Jahren und nur mit vorheriger Zustimmung der zuständigen Aufsichtsbehörde zulässig.

(2) *Vorzeitige Rückzahlung bei Eintritt eines Aufsichtsrechtlichen Ereignisses.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin und vorbehaltlich der vorherigen Zustimmung der zuständigen Aufsichtsbehörde unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 11 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag (wie in § 5 dieser Anleihebedingungen definiert) zurückgezahlt werden, falls die Emittentin (i) die Schuldverschreibungen nicht vollständig für Zwecke der Eigenmittelausstattung als Ergänzungskapital (Tier 2) nach Maßgabe der anwendbaren Vorschriften anrechnen darf oder (ii) in sonstiger Weise im Hinblick auf die Schuldverschreibungen einer weniger günstigen regulatorischen Eigenmittelbehandlung unterliegt als an dem in den Endgültigen Bedingungen angegebenen Valutierungstag (der "**Valutierungstag**") der Schuldverschreibungen.

(3) *Keine vorzeitige Rückzahlung nach Wahl eines Gläubigers.* Ein Gläubiger ist nicht zur Kündigung der Schuldverschreibungen berechtigt.

§ 5 Vorzeitiger Rückzahlungsbetrag

Vorzeitiger Rückzahlungsbetrag. Die Rückzahlung der Schuldverschreibungen erfolgt bei einer Kündigung nach § 4 Absatz (1) oder nach § 4 Absatz (2) dieser Anleihebedingungen zu einem Betrag (der "**Vorzeitige Rückzahlungsbetrag**"), der sich wie folgt bestimmt:

Der Vorzeitige Rückzahlungsbetrag ist der Nennbetrag zuzüglich etwaiger Stückzinsen.

§ 6 Zahlungen / Emissionsstelle / Zahlstelle / Berechnungsstelle

(1) *Zahlungen von Kapital und/oder Zinsen/Erfüllung.* Sämtliche gemäß diesen Anleihebedingungen zahlbaren Beträge sind von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger zu zahlen. Die Emittentin wird durch Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht gegenüber den Gläubigern befreit.

(2) *Der nachfolgende Absatz findet Anwendung, wenn Zinszahlungen auf eine Vorläufige Globalurkunde erfolgen sollen.*

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (3) von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (4) (b) dieser Anleihebedingungen.

(3) *Zahlungsweise.*

(a) *Der nachfolgende Absatz findet Anwendung, wenn die Schuldverschreibungen in einer anderen Währung als Chinesischen Renminbi denominiert sind:*

Zahlungen fälliger Beträge auf die Schuldverschreibungen erfolgen in der in den Endgültigen Bedingungen angegebenen frei konvertierbaren Währung, die am entsprechenden Fälligkeitstag die gesetzliche Währung des Staates der festgelegten Währung ist. Unbeschadet der Bestimmungen in § 9 dieser Anleihebedingungen unterliegen die Zahlungen fälliger Beträge auf die Schuldverschreibungen in allen Fällen (i) den hierfür am Zahlungsort geltenden steuerlichen und sonstigen Gesetzen und Vorschriften, und (ii) einem Einbehalt oder Abzug, der gemäß einer in § 1471 (b) des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung beschriebenen Vereinbarung erforderlich ist oder anderweitig gemäß §§ 1471 bis 1474 des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung (allgemein bekannt als FATCA) oder gemäß darauf gestützter Bestimmungen oder Vereinbarungen oder gemäß deren

offizieller Auslegung oder gemäß eines Gesetzes zur Umsetzung einer diesbezüglichen zwischenstaatlichen Vorgehensweise auferlegt wird.

- (b) *Der nachfolgende Absatz findet Anwendung, wenn die Schuldverschreibungen in Chinesischen Renminbi denominiert sind:*

Zahlungen fälliger Beträge auf die Schuldverschreibungen erfolgen in Chinesischen Renminbi ausschließlich mittels Überweisung auf ein vom Clearing System bei einer Bank außerhalb der Volksrepublik China unterhaltenes Konto. Unbeschadet der Bestimmungen in § 9 dieser Anleihebedingungen unterliegen die Zahlungen fälliger Beträge auf die Schuldverschreibungen in allen Fällen (i) den hierfür am Zahlungsort geltenden steuerlichen und sonstigen Gesetzen und Vorschriften und vorbehaltlich des nachstehenden Absatzes und (ii) einem Einbehalt oder Abzug, der gemäß einer in § 1471 (b) des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung beschriebenen Vereinbarung erforderlich ist oder anderweitig gemäß §§ 1471 bis 1474 des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung (allgemein bekannt als FATCA) oder gemäß darauf gestützter Bestimmungen oder Vereinbarungen oder gemäß deren offizieller Auslegung oder gemäß eines Gesetzes zur Umsetzung einer diesbezüglichen zwischenstaatlichen Vorgehensweise auferlegt wird.

Stellt die Emittentin fest, dass der zu zahlende Betrag am betreffenden Zahltag aufgrund von Umständen, die sich ihrer Kontrolle entziehen, in Chinesischen Renminbi für sie nicht verfügbar ist, oder dass Chinesische Renminbi oder eine gesetzlich vorgeschriebene Nachfolge-Währung nicht für die Abwicklung von internationalen Finanztransaktionen verwendet werden darf, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder, sobald wie möglich danach, durch eine Zahlung in US Dollar auf der Grundlage des Anwendbaren Wechselkurses (wie nachstehend definiert) erfüllen. Die Gläubiger sind nicht berechtigt, weitere Zinsen oder sonstige Zahlungen in Bezug auf eine solche Zahlung zu verlangen. Der "**Anwendbare Wechselkurs**" ist der Kassakurs (wie nachfolgend definiert) am zweiten Festlegungsgeschäftstag (wie nachfolgend definiert) vor einer solchen Zahlung (nachstehend auch "**Festlegungstag**" genannt) oder, falls ein solcher Kurs am Festlegungstag nicht verfügbar ist, der vor dem Festlegungstag zuletzt verfügbare Kassakurs, wie von der in den Endgültigen Bedingungen angegebenen Berechnungsstelle (die "**Berechnungsstelle**") bestimmt.

"**Kassakurs**" bezeichnet den zuletzt verfügbaren, von der Staatlichen Devisenverwaltung der Volksrepublik China (*State Administration of Foreign Exchange of the People's Republic of China*) gemeldeten offiziellen US Dollar/Chinesischen Renminbi Wechselkurs mit zweitägiger Valuta, wie von der Berechnungsstelle um ca. 11.00 Uhr (Hongkonger Zeit) am Festlegungstag unter Bezugnahme auf die Bildschirmseite CNY=SAEC von Reuters (oder eine Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) bestimmt. Wenn ein solcher offizieller Wechselkurs nicht verfügbar ist, wird die Berechnungsstelle um ca. 11.00 Uhr (Hongkonger Zeit) am Festlegungstag unter Bezugnahme auf die Bildschirmseite TRADCNY3/Spalte USD/CNH von Reuters (oder auf eine Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) als Kassakurs das arithmetische Mittel zwischen dem US Dollar/Chinesischem Renminbi Geld- und Briefkurs auf dem außerbörslichen Chinese Renminbi-Devisenmarkt in Hongkong mit zweitägiger Valuta bestimmen.

"**Festlegungsgeschäftstag**" bezeichnet einen Tag (außer einem Samstag oder einem Sonntag), an dem das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) und Geschäftsbanken und Devisenmärkte in Hongkong und New York für allgemeine Geschäfte geöffnet sind und Zahlungen abwickeln.

(4) *Zahltag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Zahltag**",

- (a) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder
- (b) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

(5) *Hinterlegung von Kapital und/oder Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapital- und/oder Zinsbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Endfälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der Gläubiger gegen die Emittentin.

(6) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle (wie in den Endgültigen Bedingungen angegeben) zu ändern oder zu beenden und eine andere Emissionsstelle und/oder zusätzliche oder andere Zahlstellen und/oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt eine Emissionsstelle und/oder Zahlstelle (die die Emissionsstelle sein kann) und/oder Berechnungsstelle (die die Emissionsstelle sein kann) unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 11 dieser Anleihebedingungen vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert werden.

(7) *Beauftragte der Emittentin.* Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle handeln in ihrer Eigenschaft als solche ausschließlich als Beauftragte der Emittentin, und es besteht kein Auftrags- oder Treuhandverhältnis zwischen der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle und den Gläubigern der Schuldverschreibungen. Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle haften dafür, dass sie Erklärungen abgeben, nicht abgeben, entgegennehmen oder Handlungen vornehmen oder unterlassen nur, wenn und soweit sie dabei die Sorgfalt eines ordentlichen Kaufmanns verletzt haben.

§ 7 Vorlegungsfrist

Vorlegungsfrist. Die in § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch bestimmte Vorlegungsfrist für fällige Schuldverschreibungen wird auf zehn Jahre abgekürzt. Die Verjährungsfrist für innerhalb der Vorlegungsfrist vorgelegte Schuldverschreibungen beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

§ 8 Status / Zahlungsanspruch / Aufrechnungsverbot / Keine Sicherheit / Keine Garantie / Keine Beschränkung der Nachrangigkeit

- (1) *Status.* Die Schuldverschreibungen begründen nicht besicherte und nachrangige Verbindlichkeiten der Emittentin, die
- (a) untereinander und mit allen anderen nachrangigen Verbindlichkeiten der Emittentin *gleichrangig* sind;
 - (b) *vorrangig* sind gegenüber (i) Kapitalinstrumenten des zusätzlichen Kernkapitals und (ii) Kapitalinstrumenten des harten Kernkapitals;
 - (c) *nachrangig* sind gegenüber Verbindlichkeiten der Emittentin, die nach geltenden Rechtsvorschriften vorrangig sind, einschließlich der nicht besicherten und nicht nachrangigen Schuldtitel der Emittentin.
- (2) *Zahlungsanspruch.* Gemäß den gesetzlichen Vorschriften gehen im Fall der Abwicklung, der Liquidation oder der Insolvenz der Emittentin die Verbindlichkeiten aus den Schuldverschreibungen den Ansprüchen dritter Gläubiger der Emittentin aus gegenwärtigen und zukünftigen Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig sind, im Rang vollständig nach, so dass Zahlungen auf die Schuldverschreibungen solange nicht erfolgen, wie die Ansprüche dieser dritten Gläubiger der Emittentin aus gegenwärtigen und zukünftigen Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig sind, nicht vollständig befriedigt worden sind. Unter Beachtung dieser Nachrangregelung bleibt es der Emittentin unbenommen, ihre Verbindlichkeiten aus den Schuldverschreibungen auch aus dem sonstigen freien Vermögen zu bedienen.
- (3) *Aufrechnungsverbot.* Die Aufrechnung von Forderungen aus den Schuldverschreibungen gegen Forderungen der Emittentin ist ausgeschlossen.
- (4) *Keine Sicherheit/Keine Garantie.* Die Schuldverschreibungen sind weder besichert noch Gegenstand einer Garantie der Emittentin oder Dritter, die die Rangstellung der Forderungen der Gläubiger von Schuldverschreibungen verbessert.
- (5) *Keine Beschränkung der Nachrangigkeit.* Nachträglich können der Nachrang gemäß den vorangegangenen Absätzen (1) bis (4) nicht beschränkt sowie die Laufzeit der Schuldverschreibungen und jede anwendbare Kündigungsfrist nicht verkürzt werden. Werden die Schuldverschreibungen vorzeitig unter anderen als den in den vorangegangenen Absätzen (1) bis (4) beschriebenen Umständen oder infolge einer vorzeitigen Kündigung nach Maßgabe von § 4 dieser Anleihebedingungen zurückgezahlt oder von der Emittentin zurückerworben, so ist der zurückgezahlte oder gezahlte Betrag der Emittentin ohne Rücksicht auf entgegenstehende Vereinbarungen zurückzugewähren, sofern nicht die zuständige Aufsichtsbehörde der vorzeitigen Rückzahlung oder dem Rückkauf zugestimmt hat. Eine Kündigung oder Rückzahlung der Schuldverschreibungen nach Maßgabe von § 4 dieser Anleihebedingungen oder ein Rückkauf der Schuldverschreibungen vor Endfälligkeit ist in jedem Fall nur mit vorheriger Zustimmung der zuständigen Aufsichtsbehörde zulässig.

§ 9 Steuern

Quellensteuer. Sämtliche auf die Schuldverschreibungen zahlbaren Kapital- und/oder Zinsbeträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland durch Einbehalt oder Abzug an der Quelle (Quellensteuer) auferlegt oder erhoben werden, es sei denn, dieser Einbehalt oder Abzug ist gesetzlich vorgeschrieben.

§ 10 Begebung weiterer Schuldverschreibungen / Ankauf / Entwertung

- (1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Valutierungstages und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden und den Gesamtnennbetrag der Serie erhöhen.
- (2) *Ankauf.* Die Emittentin ist jederzeit berechtigt, vorbehaltlich der vorherigen Zustimmung der zuständigen Aufsichtsbehörde, Schuldverschreibungen in jedem Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, wieder verkauft oder bei der in den Endgültigen Bedingungen angegebenen Emissionsstelle zwecks Entwertung eingereicht werden.
- (3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 11 Bekanntmachungen

- (1) *Bekanntmachungen in der Bundesrepublik Deutschland.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind im Bundesanzeiger zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.
- (2) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen zum Handel am Regulierten Markt "Bourse de Luxembourg" der Luxemburger Wertpapierbörse zugelassen sind und im Amtlichen Handel (Official List) der Luxemburger Wertpapierbörse und/oder an einer anderen oder weiteren Wertpapierbörse notiert werden.*
- (a) *Bekanntmachungen in einer Tageszeitung.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) in einer in den Endgültigen Bedingungen angegebenen führenden Tageszeitung mit allgemeiner Verbreitung in dem in den Endgültigen Bedingungen angegebenen Sitzstaat der Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.
- (b) *Bekanntmachungen auf der Internetseite.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) auf der in den Endgültigen Bedingungen angegebenen Internetseite der in den Endgültigen Bedingungen angegebenen Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt mit dem Tag der Veröffentlichung als wirksam erfolgt.

§ 12 Anwendbares Recht / Gerichtsstand / Gerichtliche Geltendmachung

- (1) *Anwendbares Recht.* Die Schuldverschreibungen unterliegen deutschem Recht.
- (2) *Gerichtsstand.* Nicht ausschließlicher Gerichtsstand für sämtliche Klagen und sonstige Verfahren ("**Rechtsstreitigkeiten**") im Zusammenhang mit den Schuldverschreibungen ist Frankfurt am Main. Ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten aus den in diesen Anleihebedingungen geregelten Angelegenheiten ist Frankfurt am Main für Kaufleute, juristische Personen des öffentlichen Rechts, öffentlich-rechtliche Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland.
- (3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder der Lagerstelle des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre.

Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die in dem Land, in dem der Rechtsstreit eingeleitet wird, prozessual zulässig ist.

D2. Anleihebedingungen für variabel verzinsliche Nachrangige Schuldverschreibungen

§ 1

Währung / Stückelung / Form / Definitionen

(1) *Währung, Stückelung.* Diese Serie von Schuldverschreibungen (die "**Schuldverschreibungen**") der DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Bundesrepublik Deutschland, (die "**Emittentin**") wird in der in den Endgültigen Bedingungen angegebenen Währung und in dem in den Endgültigen Bedingungen angegebenen Gesamtnennbetrag sowie in der in den Endgültigen Bedingungen angegebenen Stückelung (die "**Festgelegte Stückelung**" oder der "**Nennbetrag**") begeben.

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber und sind durch eine oder mehrere Globalurkunden verbrieft (jede eine "**Globalurkunde**").

(3) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen durch eine Dauerglobalurkunde verbrieft werden.*

Dauerglobalurkunde. Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist, falls die Emittentin nicht selbst die Emissionsstelle ist, von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(4) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen anfänglich durch eine Vorläufige Globalurkunde verbrieft werden.*

(a) *Vorläufige Globalurkunde.* Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**Vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der Festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die Vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind, falls die Emittentin nicht selbst die Emissionsstelle ist, jeweils von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) *Austausch.* Die Vorläufige Globalurkunde ist frühestens an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach jeder wirtschaftliche Eigentümer der durch die Vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Person ist (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine Vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der Vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß dieses Absatzes (b) auszutauschen. Schuldverschreibungen, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in Absatz (c) definiert) zu liefern.

(c) *Vereinigte Staaten.* Für die Zwecke des Absatzes (b) bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(5) *Clearing System.* Die Globalurkunde wird von einem oder im Namen eines Clearing Systems verwahrt. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Clearing System**"

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Bundesrepublik Deutschland ("**CBF**"); oder

(b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxemburg, Großherzogtum Luxemburg ("**CBL**"); und/oder

(c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brüssel, Königreich Belgien ("**Euroclear**").

CBL und Euroclear sind jeweils ein internationaler Zentralverwahrer von Wertpapieren (*international central securities depository*) ("**ICSD**" und zusammen "**ICSDs**").

*Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen im Namen der ICSDs verwahrt werden und die Globalurkunde eine classical global note ("**CGN**") ist.*

Die Schuldverschreibungen werden in Form einer CGN ausgegeben und von einer gemeinsamen Verwahrstelle (*common depository*) im Namen beider ICSDs verwahrt.

(6) *Gläubiger von Schuldverschreibungen.* "**Gläubiger**" ist jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Schuldverschreibungen.

§ 2 Zinsen

(1) *Variabler Zinssatz/Zinszahlungstage.* Die Schuldverschreibungen werden, vorbehaltlich § 4 Absatz (1) (wenn in den Endgültigen Bedingungen die Möglichkeit einer vorzeitigen Rückzahlung durch die Emittentin angegeben ist) oder § 4 Absatz (2) dieser Anleihebedingungen, bezogen auf die Festgelegte Stückelung ab dem in den Endgültigen Bedingungen angegebenen Verzinsungsbeginn (der "**Verzinsungsbeginn**") (einschließlich) bis zu dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen (ausschließlich) zu dem in den Endgültigen Bedingungen angegebenen Variablen Zinssatz (der "**Variable Zinssatz**") verzinst, der gemäß den nachfolgenden Bestimmungen von der in den Endgültigen Bedingungen angegebenen Berechnungsstelle (die "**Berechnungsstelle**") festgelegt wird. Zinsen sind nachträglich an den in den Endgültigen Bedingungen angegebenen Terminen (die "**Zinszahlungstage**") zahlbar.

(2) *Geschäftstagekonvention.* Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag gemäß Absatz (e) ist, so wird der Zinszahlungstag

- (a) wenn in den Endgültigen Bedingungen "**Modifizierte Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen; oder
- (b) wenn in den Endgültigen Bedingungen "**FRN-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen und (ii) jeder nachfolgende Zinszahlungstag ist der jeweils letzte Geschäftstag des Monats, der entsprechend des in den Endgültigen Bedingungen angegebenen Zeitraums nach dem vorausgegangenen anwendbaren Zinszahlungstag liegt; oder
- (c) wenn in den Endgültigen Bedingungen "**Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben; oder
- (d) wenn in den Endgültigen Bedingungen "**Vorausgegangener Geschäftstag-Konvention**" angegeben ist, auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen angepasst werden.

Anpassung der Zinsen. Falls der Fälligkeitstag einer Zahlung vorgezogen oder verschoben wird, wird der Zinsbetrag entsprechend angepasst.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen nicht angepasst werden.

Keine Anpassung der Zinsen. Der Gläubiger ist nicht berechtigt, etwaige weitere Zinsen oder sonstige Zahlungen aufgrund einer solchen Verschiebung zu verlangen.

- (e) *Geschäftstag.* Für Zwecke der Absätze (a), (b), (c) oder (d) und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Geschäftstag**",
 - (i) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder
 - (ii) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

(3) *Zinsperiode.* Der Zeitraum zwischen dem Verzinsungsbeginn (einschließlich) und dem letzten Tag (einschließlich) vor dem ersten Zinszahlungstag sowie der Zeitraum von jedem Zinszahlungstag (einschließlich) bis zum letzten Tag (einschließlich) vor dem jeweils darauf folgenden Zinszahlungstag und letztmalig bis zum letzten Tag (einschließlich) vor dem Endfälligkeitstag wird nachstehend, wie in den Endgültigen Bedingungen angegeben, "**Zinsperiode**" genannt.

(4) *Referenzzinssatz.*

(a) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen **EURIBOR (Euro Interbank Offered Rate)** als Referenzzinssatz angegeben ist:*

- (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht dem gemäß den Absätzen (ii), (iii), (iv) oder (v) bestimmten und in den Endgültigen Bedingungen angegebenen EURIBOR-Satz für Euro-Einlagen für die jeweilige Zinsperiode und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz per annum angegebenen "**Marge**".

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Mindestzinssatz angegeben ist.

Mindestzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz niedriger ist als der in den Endgültigen Bedingungen angegebene Mindestzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Mindestzinssatz.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Höchstzinssatz angegeben ist.

Höchstzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz höher ist als der in den Endgültigen Bedingungen angegebene Höchstzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Höchstzinssatz.

- (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Variablen Zinssatz durch Bezugnahme auf den von den Mitgliedsbanken des EURIBOR-Panel quotierten EURIBOR-Satz für Euro-Einlagen für die betreffende Zinsperiode, der auf Reuters Seite EURIBOR01 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) um ca. 11.00 Uhr (Brüsseler Zeit) angezeigt wird und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iii) Sollte die in Absatz (ii) genannte Bildschirmseite nicht zur Verfügung stehen oder sollte zu der in Absatz (ii) festgelegten Zeit kein EURIBOR-Satz angezeigt werden, wird die Berechnungsstelle von vier ausgewählten Großbanken im Interbankenmarkt der Euro-Zone deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Euro-Einlagen für die betreffende Zinsperiode gegenüber führenden Banken im Interbankenmarkt der Euro Zone und über einen Betrag, der für eine einzelne Transaktion im Interbankenmarkt der Euro-Zone an dem betreffenden Zinsermittlungstag repräsentativ ist, um ca. 11.00 Uhr (Brüsseler Zeit) an dem betreffenden Zinsermittlungstag einholen. "**Euro-Zone**" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils gültigen Fassung eingeführt haben. Falls zwei oder mehr der vier ausgewählten Großbanken im Interbankenmarkt der Euro-Zone der Berechnungsstelle solche Angebotssätze nennen, ist der Variable Zinssatz für die betreffende Zinsperiode das von der Berechnungsstelle errechnete arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/1.000 %, wobei 0,0005 aufgerundet wird) dieser Angebotssätze und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iv) Falls an dem betreffenden Zinsermittlungstag nur eine oder keine der vier ausgewählten Großbanken im Interbankenmarkt der Euro-Zone der Berechnungsstelle die im vorstehenden Absatz (iii) beschriebenen Angebotssätze nennt, ist der Variable Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/1.000 %, wobei 0,0005 aufgerundet wird) der Sätze ermittelt, die von der Berechnungsstelle mit angemessener Sorgfalt ausgewählte Großbanken im Interbankenmarkt der Euro-Zone der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Brüsseler Zeit) an dem betreffenden Zinsermittlungstag Darlehen in Euro für die betreffende Zinsperiode gegenüber führenden europäischen Banken und über einen Betrag, der für eine einzelne Transaktion im Interbankenmarkt der Euro-Zone an dem betreffenden Zinsermittlungstag repräsentativ ist, anbieten und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (v) Kann an einem Zinsermittlungstag der EURIBOR-Satz nicht gemäß den Bestimmungen der Absätze (ii), (iii) oder (iv) festgestellt werden, wird der Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Der für die Berechnung des anwendbaren Variablen Zinssatzes maßgebende EURIBOR-Satz ist hierbei der zuletzt veröffentlichte EURIBOR-Satz, der auf Reuters Seite EURIBOR01 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt wird und von der Berechnungsstelle für Euro-Einlagen für die betreffende Zinsperiode ermittelt werden kann.
- (vi) Sollte der EURIBOR-Satz für die jeweilige in den Endgültigen Bedingungen festgelegte Zinsperiode entfallen und ein geeigneter Ersatz-Referenzzinssatz zur Verfügung stehen, der entweder als Nachfolger des EURIBOR-Satzes offiziell bekanntgegeben wird oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin dem EURIBOR-Satz in seiner Zusammensetzung möglichst nahekommt, tritt an die Stelle des EURIBOR-Satzes für die Restlaufzeit der Schuldverschreibungen dieser Ersatz-Referenzzinssatz. Voraussetzung hierfür ist, dass der Ersatz-Referenzzinssatz gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt wird, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt wird und der Ersatz-Referenzzinssatz sowie der Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 11 dieser Anleihebedingungen bekannt zu machen.

Geschäftstag im Sinne dieses Absatzes (a) bezeichnet einen Tag, an dem Zahlungen über das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) abgewickelt werden können.

- (b) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen **LIBOR (London Interbank Offered Rate)** als Referenzzinssatz angegeben ist:*
 - (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht dem gemäß den Absätzen (ii), (iii), (iv) oder (v) bestimmten und in den Endgültigen Bedingungen angegebenen LIBOR-Satz für Einlagen in der in den Endgültigen Bedingungen festgelegten Währung für die jeweilige Zinsperiode und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz *per annum* angegebenen "**Marge**".

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Mindestzinssatz angegeben ist.

Mindestzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz niedriger ist als der in den Endgültigen Bedingungen angegebene Mindestzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Mindestzinssatz.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Höchstzinssatz angegeben ist.

Höchstzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz höher ist als der in den Endgültigen Bedingungen angegebene Höchstzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Höchstzinssatz.

- (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Variablen Zinssatz durch Bezugnahme auf den LIBOR-Satz für Einlagen in der festgelegten Währung für die betreffende Zinsperiode, der auf Reuters Seite LIBOR01 oder LIBOR02 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) um ca. 11.00 Uhr (Londoner Zeit) angezeigt wird und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iii) Sollte die in Absatz (ii) genannte Bildschirmseite nicht zur Verfügung stehen oder sollte zu der in Absatz (ii) festgelegten Zeit kein LIBOR-Satz angezeigt werden, wird die Berechnungsstelle von vier ausgewählten Großbanken im Londoner Interbankenmarkt deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen der in den Endgültigen Bedingungen festgelegten Währung für die betreffende Zinsperiode gegenüber führenden Banken im Londoner Interbankenmarkt und über einen Betrag, der für eine einzelne Transaktion im Londoner Interbankenmarkt an dem betreffenden Zinsermittlungstag repräsentativ ist, um ca. 11.00 Uhr (Londoner Zeit) an dem betreffenden Zinsermittlungstag einholen. Falls zwei oder mehr der vier ausgewählten Großbanken im Londoner Interbankenmarkt der Berechnungsstelle solche Angebotssätze nennen, ist der Variable Zinssatz für die betreffende Zinsperiode das von der Berechnungsstelle errechnete arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) dieser Angebotssätze und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iv) Falls an dem betreffenden Zinsermittlungstag nur eine oder keine der vier ausgewählten Großbanken im Londoner Interbankenmarkt der Berechnungsstelle die im vorstehenden Absatz (iii) beschriebenen Angebotssätze nennt, ist der Variable Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) der Sätze ermittelt, die von der Berechnungsstelle mit angemessener Sorgfalt ausgewählte Großbanken im Londoner Interbankenmarkt der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Londoner Zeit) an dem betreffenden Zinsermittlungstag Darlehen in der in den Endgültigen Bedingungen festgelegten Währung für die betreffende Zinsperiode gegenüber führenden europäischen Banken und über einen Betrag, der für eine einzelne Transaktion im Londoner Interbankenmarkt an dem betreffenden Zinsermittlungstag repräsentativ ist, anbieten und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (v) Kann an einem Zinsermittlungstag der LIBOR-Satz nicht gemäß den Bestimmungen der Absätze (ii), (iii) oder (iv) festgestellt werden, wird der Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Der für die Berechnung des anwendbaren Variablen Zinssatzes maßgebende LIBOR-Satz ist hierbei der zuletzt veröffentlichte LIBOR-Satz, der auf Reuters Seite LIBOR01 oder LIBOR02 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt wird und von der Berechnungsstelle für Einlagen in der festgelegten Währung für die betreffende Zinsperiode ermittelt werden kann.
- (vi) Sollte der LIBOR-Satz für Einlagen der in den Endgültigen Bedingungen festgelegten Währung für die jeweilige Zinsperiode entfallen und ein geeigneter Ersatz-Referenzzinssatz zur Verfügung stehen, der entweder als Nachfolger des LIBOR-Satzes offiziell bekanntgegeben wird oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin dem LIBOR-Satz in seiner Zusammensetzung möglichst nahekommt, tritt an die Stelle des LIBOR-Satzes für die Restlaufzeit der Schuldverschreibungen dieser Ersatz-Referenzzinssatz. Voraussetzung hierfür ist, dass der Ersatz-Referenzzinssatz gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt wird, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt wird und der Ersatz-Referenzzinssatz sowie der Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 11 dieser Anleihebedingungen bekannt zu machen.

Geschäftstag im Sinne dieses Absatzes (b) bezeichnet einen Tag (außer einem Samstag oder einem Sonntag), an dem Geschäftsbanken in London und in dem in den Endgültigen Bedingungen angegebenen Hauptfinanzzentrum des Landes der entsprechenden Währung für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

- (c) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen ein **CMS (Constant Maturity Swap) Satz** als Referenzzinssatz angegeben ist:*
 - (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht dem gemäß den Absätzen (ii), (iii) oder (iv) bestimmten und in den Endgültigen Bedingungen angegebenen Jahres-Swapsatz für die in den Endgültigen Bedingungen angegebene Währung (der betreffende mittlere Swapsatz gegen den entsprechenden in den Endgültigen Bedingungen angegebene Referenzzinssatz) (der "**Swapsatz**") und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz per annum angegebenen "**Marge**".

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Mindestzinssatz angegeben ist.

Mindestzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz niedriger ist als der in den Endgültigen Bedingungen angegebene Mindestzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Mindestzinssatz.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Höchstzinssatz angegeben ist.

Höchstzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz höher ist als der in den Endgültigen Bedingungen angegebene Höchstzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Höchstzinssatz.

- (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Zinssatz durch Bezugnahme auf den auf der in den Endgültigen Bedingungen festgelegten Reuters Seite (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) zu der in den Endgültigen Bedingungen angegebenen Uhrzeit quotierten Swapsatz und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iii) Sollte die Bildschirmseite gemäß Absatz (ii) nicht zur Verfügung stehen oder sollte zu der gemäß Absatz (ii) festgelegten Zeit kein Swapsatz angezeigt werden, wird die Berechnungsstelle von fünf führenden Swap-Händlern im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) deren Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für den betreffenden Jahres-Durchschnitts-Swapsatz für die betreffende Zinsperiode gegenüber einem anerkannten Swap-Händler im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) und über einen Betrag, der für eine einzelne Swap-Transaktion im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) an dem betreffenden Zinsermittlungstag repräsentativ ist, zu der in den Endgültigen Bedingungen angegebenen Uhrzeit an dem betreffenden Zinsermittlungstag einholen. "**Euro-Zone**" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils gültigen Fassung eingeführt haben. Falls mindestens drei der fünf angefragten führenden Swap-Händler im Interbankenmarkt der Euro Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) der Berechnungsstelle solche Angebotssätze nennen, ist der Variable Zinssatz für die betreffende Zinsperiode das von der Berechnungsstelle errechnete arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) dieser Angebotssätze, wobei der höchste Angebotssatz (bzw. bei mehreren gleich hohen Angebotssätzen einer der höchsten Sätze) und der niedrigste Angebotssatz (bzw. bei mehreren gleich niedrigen Angebotssätzen einer der niedrigsten Sätze) unberücksichtigt bleiben, und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iv) Kann an einem Zinsermittlungstag der Swapsatz nicht gemäß den Bestimmungen der Absätze (ii) oder (iii) festgestellt werden, wird der Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Der für die Berechnung des anwendbaren Variablen Zinssatzes maßgebende Swapsatz ist hierbei der zuletzt veröffentlichte Swapsatz, der auf der in den Endgültigen Bedingungen festgelegten Reuters Seite (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt wird und von der Berechnungsstelle für die betreffende Zinsperiode ermittelt werden kann.
- (v) Sollte der Swapsatz für die jeweilige Zinsperiode entfallen und ein geeigneter Ersatz-Referenzzinssatz zur Verfügung stehen, der entweder als Nachfolger des Swapsatzes offiziell bekanntgegeben wird oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin dem Swapsatz in seiner Zusammensetzung möglichst nahekommt, tritt an die Stelle des Swapsatzes für die Restlaufzeit der Schuldverschreibungen dieser Ersatz-Referenzzinssatz. Voraussetzung hierfür ist, dass der Ersatz-Referenzzinssatz gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt wird, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt wird und der Ersatz-Referenzzinssatz sowie der Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 11 dieser Anleihebedingungen bekannt zu machen.

Wenn die Schuldverschreibungen auf Euro lauten, bezeichnet Geschäftstag im Sinne dieses Absatzes (c) einen Tag, an dem Zahlungen über das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) abgewickelt werden können. Wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, bezeichnet Geschäftstag im Sinne dieses Absatzes (c) einen Tag (außer einem Samstag oder einem Sonntag), an dem Geschäftsbanken in dem in den Endgültigen Bedingungen angegebenen Hauptfinanzzentrum des Landes der entsprechenden Währung für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

(d) Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen eine **Differenz zwischen zwei CMS (Constant Maturity Swap) Sätzen** als Referenzzinssatz angegeben ist:

- (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht der Differenz (ausgedrückt als Prozentsatz per annum) zwischen den zwei gemäß den Absätzen (ii), (iii) oder (iv) bestimmten und in den Endgültigen Bedingungen angegebenen Jahres-Swapsätzen für die in den Endgültigen Bedingungen angegebene Währung (jeweils der betreffende mittlere Swapsatz gegen den entsprechenden in den Endgültigen Bedingungen angegebenen Referenzzinssatz) (die "**Swapsätze**") und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz per annum angegebenen "**Marge**".

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Mindestzinssatz angegeben ist.

Mindestzinssatz. Wenn der gemäß den Bestimmungen dieses Absatzes (d) für eine Zinsperiode ermittelte Variable Zinssatz niedriger ist als der in den Endgültigen Bedingungen angegebene Mindestzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Mindestzinssatz.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Höchstzinssatz angegeben ist.

Höchstzinssatz. Wenn der gemäß den Bestimmungen dieses Absatzes (d) für eine Zinsperiode ermittelte Variable Zinssatz höher ist als der in den Endgültigen Bedingungen angegebene Höchstzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Höchstzinssatz.

- (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Zinssatz durch Bezugnahme auf die auf der in den Endgültigen Bedingungen festgelegten Reuters Seite (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) zu der in den Endgültigen Bedingungen angegebenen Uhrzeit quotierten Swapsätze und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iii) Sollte die Bildschirmseite gemäß Absatz (ii) nicht zur Verfügung stehen oder sollten zu der gemäß Absatz (ii) festgelegten Zeit keine Swapsätze angezeigt werden, wird die Berechnungsstelle von fünf führenden Swap-Händlern im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) deren Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für die betreffenden Jahres-Durchschnitts-Swapsätze für die betreffende Zinsperiode gegenüber einem anerkannten Swap-Händler im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) und über einen Betrag, der für eine einzelne Swap-Transaktion im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) an dem betreffenden Zinsermittlungstag repräsentativ ist, zu der in den Endgültigen Bedingungen angegebenen Uhrzeit an dem betreffenden Zinsermittlungstag einholen. "**Euro-Zone**" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils gültigen Fassung eingeführt haben. Falls mindestens drei der fünf angefragten führenden Swap-Händler im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) der Berechnungsstelle solche Angebotssätze nennen, so entsprechen die Swapsätze für die betreffende Zinsperiode jeweils dem von der Berechnungsstelle errechneten arithmetischen Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) dieser Angebotssätze, wobei der höchste Angebotssatz (bzw. bei mehreren gleich hohen Angebotssätzen einer der höchsten Sätze) und der niedrigste Angebotssatz (bzw. bei mehreren gleich niedrigen Angebotssätzen einer der niedrigsten Sätze) unberücksichtigt bleiben, und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iv) Können an einem Zinsermittlungstag die Swapsätze nicht gemäß den Bestimmungen der Absätze (ii) oder (iii) festgestellt werden, wird der Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Die für die Berechnung des anwendbaren Variablen Zinssatzes maßgebenden Swapsätze sind hierbei die zuletzt veröffentlichten Swapsätze, die auf der in den Endgültigen Bedingungen festgelegten Reuters Seite (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt werden und von der Berechnungsstelle für die betreffende Zinsperiode ermittelt werden können.
- (v) Sollten die Swapsätze für die jeweilige Zinsperiode entfallen und geeignete Ersatz-Referenzzinssätze zur Verfügung stehen, die entweder als Nachfolger der Swapsätze offiziell bekanntgegeben werden oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin den Swapsätzen in ihrer Zusammensetzung möglichst nahekommen, treten an die Stelle der Swapsätze für die Restlaufzeit der Schuldverschreibungen diese Ersatz-Referenzzinssätze. Voraussetzung hierfür ist, dass die Ersatz-Referenzzinssätze gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt werden, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt werden und die Ersatz-Referenzzinssätze sowie der Administrator in das Register nach Artikel

36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 11 dieser Anleihebedingungen bekannt zu machen.

Wenn die Schuldverschreibungen auf Euro lauten, bezeichnet Geschäftstag im Sinne dieses Absatzes (d) einen Tag, an dem Zahlungen über das Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) abgewickelt werden können. Wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, bezeichnet Geschäftstag im Sinne dieses Absatzes (d) einen Tag (außer einem Samstag oder einem Sonntag), an dem Geschäftsbanken in dem in den Endgültigen Bedingungen angegebenen Hauptfinanzzentrum des Landes der entsprechenden Währung für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

(5) *Zinsbetrag*. Die Berechnungsstelle errechnet an jedem Zinsermittlungstag den auf den Gesamtnennbetrag der Schuldverschreibungen (wie in den Endgültigen Bedingungen angegeben) und/oder auf die festgelegte Stückelung der Schuldverschreibungen (wie in den Endgültigen Bedingungen angegeben) entfallenden Zinsbetrag (der "**Zinsbetrag**") für die entsprechende Zinsperiode durch Multiplikation des auf die entsprechende Zinsperiode anzuwendenden Variablen Zinssatzes mit dem Gesamtnennbetrag der Schuldverschreibungen und/oder der festgelegten Stückelung der Schuldverschreibungen, wobei das Produkt mit dem Zinstagequotienten (wie in nachstehendem Absatz (6) definiert und in den Endgültigen Bedingungen angegeben) multipliziert wird. Der so errechnete Zinsbetrag wird auf die kleinste Einheit der jeweiligen Währung gerundet. Eine halbe Einheit dieser Währung wird aufgerundet.

(6) *Zinstagequotient*. "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

(a) wenn in den Endgültigen Bedingungen "**Actual/Actual (ICMA-Regelung 251)**" angegeben ist:

(aa) im Fall, dass der Zinsberechnungszeitraum kürzer ist als die Feststellungsperiode (wie nachstehend definiert) in die das Ende des Zinsberechnungszeitraums fällt, oder, im Fall, dass der Zinsberechnungszeitraum der Feststellungsperiode entspricht, die Anzahl von Tagen in diesem Zinsberechnungszeitraum dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der in den Endgültigen Bedingungen angegebenen "**Anzahl der ICMA-Feststellungstage in einem Kalenderjahr**"; oder

(ab) im Fall, dass der Zinsberechnungszeitraum länger ist als die Feststellungsperiode (wie nachstehend definiert), in die das Ende des Zinsberechnungszeitraums fällt, die Summe aus

(i) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr; und

(ii) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr.

"**Feststellungsperiode**" bezeichnet den Zeitraum von einem "**ICMA-Feststellungstag**" (einschließlich) (wie in den Endgültigen Bedingungen angegeben) bis zum nächsten ICMA-Feststellungstag (ausschließlich); dies schließt dann, wenn der Verzinsungsbeginn kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag vor dem Verzinsungsbeginn anfängt, und dann, wenn der letzte Zinszahlungstag kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag nach dem letzten Zinszahlungstag endet; oder

(b) wenn in den Endgültigen Bedingungen "**Actual/365 (Fixed)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365; oder

(c) wenn in den Endgültigen Bedingungen "**Actual/365 (Sterling)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 oder, wenn der Zinszahlungstag in ein Schaltjahr fällt, 366; oder

(d) wenn in den Endgültigen Bedingungen "**Actual/360**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360; oder

(e) wenn in den Endgültigen Bedingungen "**30/360, 360/360 oder Bond Basis**" angegeben ist: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltene Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist); oder

(f) wenn in den Endgültigen Bedingungen "**30E/360 oder Eurobond Basis**" angegeben ist: die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt).

(7) *Bekanntmachung von Variablem Zinssatz, Zinsbetrag und Zinszahlungstag*. Die Berechnungsstelle veranlasst die Bekanntmachung des für die entsprechende Zinsperiode ermittelten Variablen Zinssatzes, des auf den Gesamtnennbetrag der Schuldverschreibungen und/oder auf die festgelegte Stückelung der Schuldverschreibungen zu zahlenden Zinsbetrages und des Zinszahlungstages unverzüglich gemäß § 11 dieser Anleihebedingungen. Im Falle einer Verlängerung oder einer

Verkürzung der Zinsperiode können von der Berechnungsstelle der zahlbare Zinsbetrag sowie der Zinszahlungstag nachträglich berichtigt oder andere geeignete Anpassungsregelungen getroffen werden, ohne dass es dafür einer weiteren Bekanntmachung bedarf. Im Übrigen und soweit die Zinsermittlung gemäß den vorangegangenen Absätzen (1) bis (6) erfolgt, sind die Ermittlung der jeweiligen Variablen Zinssätze und der jeweils zahlbaren Zinsbeträge für alle Beteiligten bindend. Den Gläubigern stehen gegen die Berechnungsstelle keine Ansprüche wegen der Art der Wahrnehmung oder der Nichtwahrnehmung der sich aus diesem Absatz (7) ergebenden Rechte, Pflichten oder Ermessensbefugnisse zu.

(8) *Auflaufende Zinsen.* Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden. Falls die Emittentin die Schuldverschreibungen bei Endfälligkeit nicht oder nicht vollständig einlöst, erfolgt die Verzinsung des ausstehenden Gesamtnennbetrages der Schuldverschreibungen von dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen bis zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht, in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen³⁹.

§ 3 Rückzahlung

Rückzahlung bei Endfälligkeit. Soweit nicht zuvor bereits zurückgezahlt oder angekauft und entwertet, wird die Emittentin die Schuldverschreibungen zu ihrem Nennbetrag an dem in den Endgültigen Bedingungen angegebenen Endfälligkeitstag (der "**Endfälligkeitstag**") zurückzahlen.

§ 4 Vorzeitige Rückzahlung

(1) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Emittentin das Recht hat, die Schuldverschreibungen vorzeitig zu kündigen (Call Option):*

Vorzeitige Rückzahlung nach Wahl der Emittentin (Call Option). Die Emittentin ist berechtigt, die Schuldverschreibungen insgesamt, jedoch nicht teilweise, unter Einhaltung einer in den Endgültigen Bedingungen angegebenen "**Mindestkündigungsfrist**" durch Bekanntmachung gemäß § 11 dieser Anleihebedingungen zu dem/den in den Endgültigen Bedingungen angegebenen "**Wahlrückzahlungstag(en) (Call)**" zu kündigen und zum entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 dieser Anleihebedingungen zurückzuzahlen.

Eine solche vorzeitige Rückzahlung der Schuldverschreibungen durch die Emittentin ist frühestens nach Ablauf von fünf Jahren und nur mit vorheriger Zustimmung der zuständigen Aufsichtsbehörde zulässig.

(2) *Vorzeitige Rückzahlung bei Eintritt eines Aufsichtsrechtlichen Ereignisses.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin und vorbehaltlich der vorherigen Zustimmung der zuständigen Aufsichtsbehörde unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 11 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag (wie in § 5 dieser Anleihebedingungen definiert) zurückgezahlt werden, falls die Emittentin (i) die Schuldverschreibungen nicht vollständig für Zwecke der Eigenmittelausstattung als Ergänzungskapital (Tier 2) nach Maßgabe der anwendbaren Vorschriften anrechnen darf oder (ii) in sonstiger Weise im Hinblick auf die Schuldverschreibungen einer weniger günstigen regulatorischen Eigenmittelbehandlung unterliegt als an dem in den Endgültigen Bedingungen angegebenen Valutierungstag (der "**Valutierungstag**") der Schuldverschreibungen.

(3) *Keine vorzeitige Rückzahlung nach Wahl eines Gläubigers.* Ein Gläubiger ist nicht zur Kündigung der Schuldverschreibungen berechtigt.

§ 5 Vorzeitiger Rückzahlungsbetrag

Vorzeitiger Rückzahlungsbetrag. Die Rückzahlung der Schuldverschreibungen erfolgt bei einer Kündigung nach § 4 Absatz (1) oder nach § 4 Absatz (2) dieser Anleihebedingungen zu einem Betrag (der "**Vorzeitige Rückzahlungsbetrag**"), der sich wie folgt bestimmt:

Der Vorzeitige Rückzahlungsbetrag ist der Nennbetrag zuzüglich etwaiger Stückzinsen.

§ 6 Zahlungen / Emissionsstelle / Zahlstelle / Berechnungsstelle

(1) *Zahlungen von Kapital und/oder Zinsen/Erfüllung.* Sämtliche gemäß diesen Anleihebedingungen zahlbaren Beträge sind von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger zu zahlen. Die Emittentin wird durch Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht gegenüber den Gläubigern befreit.

³⁹ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Bürgerliches Gesetzbuch.

(2) *Der nachfolgende Absatz findet Anwendung, wenn Zinszahlungen auf eine Vorläufige Globalurkunde erfolgen sollen.*

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (3) von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (4) (b) dieser Anleihebedingungen.

(3) *Zahlungsweise.* Zahlungen fälliger Beträge auf die Schuldverschreibungen erfolgen in der in den Endgültigen Bedingungen angegebenen frei konvertierbaren Währung, die am entsprechenden Fälligkeitstag die gesetzliche Währung des Staates der festgelegten Währung ist. Unbeschadet der Bestimmungen in § 9 dieser Anleihebedingungen unterliegen die Zahlungen fälliger Beträge auf die Schuldverschreibungen in allen Fällen (i) den hierfür am Zahlungsort geltenden steuerlichen und sonstigen Gesetzen und Vorschriften, und (ii) einem Einbehalt oder Abzug, der gemäß einer in § 1471 (b) des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung beschriebenen Vereinbarung erforderlich ist oder anderweitig gemäß §§ 1471 bis 1474 des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung (allgemein bekannt als FATCA) oder gemäß darauf gestützter Bestimmungen oder Vereinbarungen oder gemäß deren offizieller Auslegung oder gemäß eines Gesetzes zur Umsetzung einer diesbezüglichen zwischenstaatlichen Vorgehensweise auferlegt wird.

(4) *Zahltag.* Fällt der Endfälligkeitstag in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Zahltag**",

- (a) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder
- (b) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

(5) *Hinterlegung von Kapital und/oder Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapital- und/oder Zinsbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Endfälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der Gläubiger gegen die Emittentin.

(6) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle (wie in den Endgültigen Bedingungen angegeben) zu ändern oder zu beenden und eine andere Emissionsstelle und/oder zusätzliche oder andere Zahlstellen und/oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt eine Emissionsstelle und/oder Zahlstelle (die die Emissionsstelle sein kann) und/oder Berechnungsstelle (die die Emissionsstelle sein kann) unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 11 dieser Anleihebedingungen vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert werden.

(7) *Beauftragte der Emittentin.* Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle handeln in ihrer Eigenschaft als solche ausschließlich als Beauftragte der Emittentin, und es besteht kein Auftrags- oder Treuhandverhältnis zwischen der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle und den Gläubigern der Schuldverschreibungen. Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle haften dafür, dass sie Erklärungen abgeben, nicht abgeben, entgegennehmen oder Handlungen vornehmen oder unterlassen nur, wenn und soweit sie dabei die Sorgfalt eines ordentlichen Kaufmanns verletzt haben.

§ 7 Vorlegungsfrist

Vorlegungsfrist. Die in § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch bestimmte Vorlegungsfrist für fällige Schuldverschreibungen wird auf zehn Jahre abgekürzt. Die Verjährungsfrist für innerhalb der Vorlegungsfrist vorgelegte Schuldverschreibungen beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

§ 8 Status / Zahlungsanspruch / Aufrechnungsverbot / Keine Sicherheit / Keine Garantie / Keine Beschränkung der Nachrangigkeit

- (1) *Status.* Die Schuldverschreibungen begründen nicht besicherte und nachrangige Verbindlichkeiten der Emittentin, die
 - (a) untereinander und mit allen anderen nachrangigen Verbindlichkeiten der Emittentin *gleichrangig* sind;
 - (b) *vorrangig* sind gegenüber (i) Kapitalinstrumenten des zusätzlichen Kernkapitals und (ii) Kapitalinstrumenten des harten Kernkapitals;
 - (c) *nachrangig* sind gegenüber Verbindlichkeiten der Emittentin, die nach geltenden Rechtsvorschriften vorrangig sind, einschließlich der nicht besicherten und nicht nachrangigen Schuldtitel der Emittentin.
- (2) *Zahlungsanspruch.* Gemäß den gesetzlichen Vorschriften gehen im Fall der Abwicklung, der Liquidation oder der Insolvenz der Emittentin die Verbindlichkeiten aus den Schuldverschreibungen den Ansprüchen dritter Gläubiger der Emittentin aus gegenwärtigen und zukünftigen Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig sind, im Rang vollständig

nach, so dass Zahlungen auf die Schuldverschreibungen solange nicht erfolgen, wie die Ansprüche dieser dritten Gläubiger der Emittentin aus gegenwärtigen und zukünftigen Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig sind, nicht vollständig befriedigt worden sind. Unter Beachtung dieser Nachrangregelung bleibt es der Emittentin unbenommen, ihre Verbindlichkeiten aus den Schuldverschreibungen auch aus dem sonstigen freien Vermögen zu bedienen.

(3) *Aufrechnungsverbot.* Die Aufrechnung von Forderungen aus den Schuldverschreibungen gegen Forderungen der Emittentin ist ausgeschlossen.

(4) *Keine Sicherheit/Keine Garantie.* Die Schuldverschreibungen sind weder besichert noch Gegenstand einer Garantie der Emittentin oder Dritter, die die Rangstellung der Forderungen der Gläubiger von Schuldverschreibungen verbessert.

(5) *Keine Beschränkung der Nachrangigkeit.* Nachträglich können der Nachrang gemäß den vorangegangenen Absätzen (1) bis (4) nicht beschränkt sowie die Laufzeit der Schuldverschreibungen und jede anwendbare Kündigungsfrist nicht verkürzt werden. Werden die Schuldverschreibungen vorzeitig unter anderen als den in den vorangegangenen Absätzen (1) bis (4) beschriebenen Umständen oder infolge einer vorzeitigen Kündigung nach Maßgabe von § 4 dieser Anleihebedingungen zurückgezahlt oder von der Emittentin zurückerworben, so ist der zurückgezahlte oder gezahlte Betrag der Emittentin ohne Rücksicht auf entgegenstehende Vereinbarungen zurückzugewähren, sofern nicht die zuständige Aufsichtsbehörde der vorzeitigen Rückzahlung oder dem Rückkauf zugestimmt hat. Eine Kündigung oder Rückzahlung der Schuldverschreibungen nach Maßgabe von § 4 dieser Anleihebedingungen oder ein Rückkauf der Schuldverschreibungen vor Endfälligkeit ist in jedem Fall nur mit vorheriger Zustimmung der zuständigen Aufsichtsbehörde zulässig.

§ 9

Steuern

Quellensteuer. Sämtliche auf die Schuldverschreibungen zahlbaren Kapital- und/oder Zinsbeträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland durch Einbehalt oder Abzug an der Quelle (Quellensteuer) auferlegt oder erhoben werden, es sei denn, dieser Einbehalt oder Abzug ist gesetzlich vorgeschrieben.

§ 10

Begebung weiterer Schuldverschreibungen / Ankauf / Entwertung

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Valutierungstages und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden und den Gesamtnennbetrag der Serie erhöhen.

(2) *Ankauf.* Die Emittentin ist jederzeit berechtigt, vorbehaltlich der vorherigen Zustimmung der zuständigen Aufsichtsbehörde, Schuldverschreibungen in jedem Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, wieder verkauft oder bei der in den Endgültigen Bedingungen angegebenen Emissionsstelle zwecks Entwertung eingereicht werden.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 11

Bekanntmachungen

(1) *Bekanntmachungen in der Bundesrepublik Deutschland.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind im Bundesanzeiger zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.

(2) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen zum Handel am Regulierten Markt "Bourse de Luxembourg" der Luxemburger Wertpapierbörse zugelassen sind und im Amtlichen Handel (Official List) der Luxemburger Wertpapierbörse und/oder an einer anderen oder weiteren Wertpapierbörse notiert werden.*

(a) *Bekanntmachungen in einer Tageszeitung.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) in einer in den Endgültigen Bedingungen angegebenen führenden Tageszeitung mit allgemeiner Verbreitung in dem in den Endgültigen Bedingungen angegebenen Sitzstaat der Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.

(b) *Bekanntmachungen auf der Internetseite.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) auf der in den Endgültigen Bedingungen angegebenen Internetseite der in den Endgültigen Bedingungen angegebenen Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt mit dem Tag der Veröffentlichung als wirksam erfolgt.

(c) *Bekanntmachungen über das Clearing System.* Soweit dies Bekanntmachungen über den Variablen Zinssatz betrifft und die Regeln der in den Endgültigen Bedingungen angegebenen Wertpapierbörse es zulassen, kann die Emittentin zusätzlich zu einer Veröffentlichung nach Absatz (1) eine Veröffentlichung nach Absatz (a) oder Absatz (b) durch eine Bekanntmachung an das in den Endgültigen Bedingungen angegebene Clearing System zur Weiterleitung an die

Gläubiger ersetzen; jede derartige Bekanntmachung gilt am vierten Tag nach dem Tag der Bekanntmachung an das Clearing System als wirksam erfolgt.

§ 12

Anwendbares Recht / Gerichtsstand / Gerichtliche Geltendmachung

- (1) *Anwendbares Recht.* Die Schuldverschreibungen unterliegen deutschem Recht.
- (2) *Gerichtsstand.* Nicht ausschließlicher Gerichtsstand für sämtliche Klagen und sonstige Verfahren ("**Rechtsstreitigkeiten**") im Zusammenhang mit den Schuldverschreibungen ist Frankfurt am Main. Ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten aus den in diesen Anleihebedingungen geregelten Angelegenheiten ist Frankfurt am Main für Kaufleute, juristische Personen des öffentlichen Rechts, öffentlich-rechtliche Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland.
- (3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder der Lagerstelle des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre.

Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die in dem Land, in dem der Rechtsstreit eingeleitet wird, prozessual zulässig ist.

D3. Anleihebedingungen für fest- zu variabel verzinsliche Nachrangige Schuldverschreibungen

§ 1

Währung / Stückelung / Form / Definitionen

(1) *Währung, Stückelung.* Diese Serie von Schuldverschreibungen (die "**Schuldverschreibungen**") der DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Bundesrepublik Deutschland, (die "**Emittentin**") wird in der in den Endgültigen Bedingungen angegebenen Währung und in dem in den Endgültigen Bedingungen angegebenen Gesamtnennbetrag sowie in der in den Endgültigen Bedingungen angegebenen Stückelung (die "**Festgelegte Stückelung**" oder der "**Nennbetrag**") begeben.

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber und sind durch eine oder mehrere Globalurkunden verbrieft (jede eine "**Globalurkunde**").

(3) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen durch eine Dauerglobalurkunde verbrieft werden.*

Dauerglobalurkunde. Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist, falls die Emittentin nicht selbst die Emissionsstelle ist, von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(4) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen anfänglich durch eine Vorläufige Globalurkunde verbrieft werden.*

(a) *Vorläufige Globalurkunde.* Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**Vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der Festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die Vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind, falls die Emittentin nicht selbst die Emissionsstelle ist, jeweils von der Emissionsstelle oder in deren Namen zusätzlich mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) *Austausch.* Die Vorläufige Globalurkunde ist frühestens an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach jeder wirtschaftliche Eigentümer der durch die Vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Person ist (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine Vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der Vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß dieses Absatzes (b) auszutauschen. Schuldverschreibungen, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in Absatz (c) definiert) zu liefern.

(c) *Vereinigte Staaten.* Für die Zwecke des Absatzes (b) bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(5) *Clearing System.* Die Globalurkunde wird von einem oder im Namen eines Clearing Systems verwahrt. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Clearing System**"

(a) Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Bundesrepublik Deutschland ("**CBF**"); oder

(b) Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxemburg, Großherzogtum Luxemburg ("**CBL**"); und/oder

(c) Euroclear Bank SA/NV, 1, Boulevard du Roi Albert II, 1210 Brüssel, Königreich Belgien ("**Euroclear**").

CBL und Euroclear sind jeweils ein internationaler Zentralverwahrer von Wertpapieren (*international central securities depository*) ("**ICSD**" und zusammen "**ICSDs**").

*Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen im Namen der ICSDs verwahrt werden und die Globalurkunde eine classical global note ("**CGN**") ist.*

Die Schuldverschreibungen werden in Form einer CGN ausgegeben und von einer gemeinsamen Verwahrstelle (*common depository*) im Namen beider ICSDs verwahrt.

(6) *Gläubiger von Schuldverschreibungen.* "**Gläubiger**" ist jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Schuldverschreibungen.

§ 2 Zinsen

(1) *Zinssatz.* Die Schuldverschreibungen werden, vorbehaltlich § 4 Absatz (1) (wenn in den Endgültigen Bedingungen die Möglichkeit einer vorzeitigen Rückzahlung durch die Emittentin angegeben ist) oder § 4 Absatz (2) dieser Anleihebedingungen, bezogen auf die Festgelegte Stückelung ab dem in den Endgültigen Bedingungen angegebenen Verzinsungsbeginn (der "**Verzinsungsbeginn**") (einschließlich) anfänglich mit dem Festen Zinssatz gemäß Absatz (2) und, daran anschließend, ab dem in Absatz (2) definierten letzten Zinszahlungstag für Festzins mit dem Variablen Zinssatz gemäß Absatz (3) bis zu dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen (ausschließlich) verzinst.

(2) *Fester Zinssatz/Zinszahlungstage für Festzins.* Von dem in Absatz (1) definierten, in den Endgültigen Bedingungen angegebenen Verzinsungsbeginn (einschließlich) und vorbehaltlich § 4 dieser Anleihebedingungen bis zu dem in den Endgültigen Bedingungen angegebenen letzten Zinszahlungstag für Festzins (ausschließlich) werden die Schuldverschreibungen bezogen auf die Festgelegte Stückelung zu dem in den Endgültigen Bedingungen angegebenen festen Zinssatz (der "**Feste Zinssatz**") verzinst. Zinsen sind nachträglich an den in den Endgültigen Bedingungen angegebenen Terminen (die "**Zinszahlungstage für Festzins**") zahlbar. Der letzte Zinszahlungstag für Festzins ist in den Endgültigen Bedingungen angegeben. Falls Bruchteilszinsbeträge auf die Schuldverschreibungen zu zahlen sind (kurzer/langer erster/letzter Kupon), werden diese Beträge in den Endgültigen Bedingungen angegeben.

- (a) *Geschäftstagenkonvention.* Fällt ein Zinszahlungstag für Festzins auf einen Tag, der kein Geschäftstag gemäß Absatz (v) ist, so wird der Zinszahlungstag für Festzins,
- (i) wenn in den Endgültigen Bedingungen "**Modifizierte Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag für Festzins auf den unmittelbar vorausgehenden Geschäftstag vorgezogen; oder
 - (ii) wenn in den Endgültigen Bedingungen "**FRN-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag für Festzins auf den unmittelbar vorausgehenden Geschäftstag vorgezogen und (ii) jeder nachfolgende Zinszahlungstag für Festzins ist der jeweils letzte Geschäftstag des Monats, der entsprechend des in den Endgültigen Bedingungen angegebenen Zeitraums nach dem vorausgegangenen anwendbaren Zinszahlungstag für Festzins liegt; oder
 - (iii) wenn in den Endgültigen Bedingungen "**Folgender Geschäftstag-Konvention**" angegeben ist, auf den nächstfolgenden Geschäftstag verschoben; oder
 - (iv) wenn in den Endgültigen Bedingungen "**Vorausgegangener Geschäftstag-Konvention**" angegeben ist, auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen angepasst werden.

Anpassung der Zinsen. Falls der Fälligkeitstag einer Zahlung vorgezogen oder verschoben wird, wird der Zinsbetrag entsprechend angepasst.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen nicht angepasst werden.

Keine Anpassung der Zinsen. Der Gläubiger ist nicht berechtigt, etwaige weitere Zinsen oder sonstige Zahlungen aufgrund einer solchen Verschiebung zu verlangen.

- (v) *Geschäftstag.* Für Zwecke der Absätze (i), (ii), (iii) oder (iv) und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Geschäftstag**",
- (x) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder
 - (y) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.
- (b) *Berechnung der Zinsen für Teilzeiträume.* Sofern Zinsen für einen Zeitraum von weniger oder mehr als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des nachstehend in Absatz (c) definierten und in den Endgültigen Bedingungen angegebenen Zinstagequotienten.
- (c) *Zinstagequotient für Festzinsperioden.* "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):
 - (aa) wenn in den Endgültigen Bedingungen "**Actual/Actual (ICMA-Regelung 251)**" angegeben ist:
 - (aaa) im Fall, dass der Zinsberechnungszeitraum kürzer ist als die Feststellungsperiode (wie nachstehend definiert) in die das Ende des Zinsberechnungszeitraums fällt, oder, im Fall, dass der Zinsberechnungszeitraum der Feststellungsperiode entspricht, die Anzahl von Tagen in diesem Zinsberechnungszeitraum dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der in den Endgültigen Bedingungen angegebenen "**Anzahl der ICMA-Feststellungstage in einem Kalenderjahr**"; oder

(bbb) im Fall, dass der Zinsberechnungszeitraum länger ist als die Feststellungsperiode (wie nachstehend definiert), in die das Ende des Zinsberechnungszeitraums fällt, die Summe aus

- (i) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr; und
- (ii) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr.

"Feststellungsperiode" bezeichnet den Zeitraum von einem **"ICMA-Feststellungstag"** (einschließlich) (wie in den Endgültigen Bedingungen angegeben) bis zum nächsten ICMA-Feststellungstag (ausschließlich); dies schließt dann, wenn der Verzinsungsbeginn kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag vor dem Verzinsungsbeginn anfängt, und dann, wenn der letzte Zinszahlungstag für Festzins kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag nach dem letzten Zinszahlungstag für Festzins endet; oder

(bb) wenn in den Endgültigen Bedingungen **"Actual/365 (Fixed)"** angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365; oder

(cc) wenn in den Endgültigen Bedingungen **"Actual/365 (Sterling)"** angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 oder, wenn der Zinszahlungstag für Festzins in ein Schaltjahr fällt, 366; oder

(dd) wenn in den Endgültigen Bedingungen **"Actual/360"** angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360; oder

(ee) wenn in den Endgültigen Bedingungen **"30/360, 360/360 oder Bond Basis"** angegeben ist: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltene Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist); oder

(ff) wenn in den Endgültigen Bedingungen **"30E/360 oder Eurobond Basis"** angegeben ist: die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt).

(3) *Variabler Zinssatz/Zinszahlungstage für Variablen Zins.* Von dem in Absatz (2) definierten, in den Endgültigen Bedingungen angegebenen letzten Zinszahlungstag für Festzins (einschließlich) und vorbehaltlich § 4 dieser Anleihebedingungen bis zu dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen (ausschließlich) werden die Schuldverschreibungen bezogen auf die festgelegte Stückelung zu dem in den Endgültigen Bedingungen angegebenen Variablen Zinssatz (der **"Variable Zinssatz"**) verzinst, der gemäß den nachfolgenden Bestimmungen von der in den Endgültigen Bedingungen angegebenen Berechnungsstelle (die **"Berechnungsstelle"**) festgelegt wird. Zinsen sind nachträglich an den in den Endgültigen Bedingungen angegebenen Terminen (die **"Zinszahlungstage für Variablen Zins"**) zahlbar.

(a) *Geschäftstagekonvention.* Fällt ein Zinszahlungstag für Variablen Zins auf einen Tag, der kein Geschäftstag gemäß Absatz (v) ist, so wird der Zinszahlungstag für Variablen Zins,

(i) wenn in den Endgültigen Bedingungen **"Modifizierte Folgender Geschäftstag-Konvention"** angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag für Variablen Zins auf den unmittelbar vorausgehenden Geschäftstag vorgezogen; oder

(ii) wenn in den Endgültigen Bedingungen **"FRN-Konvention"** angegeben ist, auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag für Variablen Zins auf den unmittelbar vorausgehenden Geschäftstag vorgezogen und (ii) jeder nachfolgende Zinszahlungstag für Variablen Zins ist der jeweils letzte Geschäftstag des Monats, der entsprechend des in den Endgültigen Bedingungen angegebenen Zeitraums nach dem vorausgegangenen anwendbaren Zinszahlungstag für Variablen Zins liegt; oder

(iii) wenn in den Endgültigen Bedingungen **"Folgender Geschäftstag-Konvention"** angegeben ist, auf den nächstfolgenden Geschäftstag verschoben; oder

(iv) wenn in den Endgültigen Bedingungen **"Vorausgegangener Geschäftstag-Konvention"** angegeben ist, auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen angepasst werden.

Anpassung der Zinsen. Falls der Fälligkeitstag einer Zahlung vorgezogen oder verschoben wird, wird der Zinsbetrag entsprechend angepasst.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Zinsen nicht angepasst werden.

Keine Anpassung der Zinsen. Der Gläubiger ist nicht berechtigt, etwaige weitere Zinsen oder sonstige Zahlungen aufgrund einer solchen Verschiebung zu verlangen.

- (v) *Geschäftstag.* Für Zwecke der Absätze (i), (ii), (iii) oder (iv) und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Geschäftstag**",
 - (x) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder
 - (y) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.
- (b) *Zinsperiode.* Der Zeitraum von dem letzten Zinszahlungstag für Festzins (einschließlich) bis zum letzten Tag (einschließlich) vor dem ersten Zinszahlungstag für Variablen Zins sowie der Zeitraum von jedem Zinszahlungstag für Variablen Zins (einschließlich) bis zum letzten Tag (einschließlich) vor dem jeweils darauf folgenden Zinszahlungstag für Variablen Zins und letztmalig bis zum letzten Tag (einschließlich) vor dem Endfälligkeitstag wird nachstehend, wie in den Endgültigen Bedingungen angegeben, "**Zinsperiode**" genannt.
- (c) *Referenzzinssatz.*
 - (aa) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen **EURIBOR (Euro Interbank Offered Rate)** als Referenzzinssatz angegeben ist:*
 - (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht dem gemäß den Absätzen (ii), (iii), (iv) oder (v) bestimmten und in den Endgültigen Bedingungen angegebenen EURIBOR-Satz für Euro-Einlagen für die jeweilige Zinsperiode und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz per annum angegebenen "**Marge**".

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Mindestzinssatz angegeben ist.

Mindestzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz niedriger ist als der in den Endgültigen Bedingungen angegebene Mindestzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Mindestzinssatz.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Höchstzinssatz angegeben ist.

Höchstzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz höher ist als der in den Endgültigen Bedingungen angegebene Höchstzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Höchstzinssatz.
 - (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Variablen Zinssatz durch Bezugnahme auf den von den Mitgliedsbanken des EURIBOR-Panel quotierten EURIBOR-Satz für Euro-Einlagen für die betreffende Zinsperiode, der auf Reuters Seite EURIBOR01 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) um ca. 11.00 Uhr (Brüsseler Zeit) angezeigt wird und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
 - (iii) Sollte die in Absatz (ii) genannte Bildschirmseite nicht zur Verfügung stehen oder sollte zu der in Absatz (ii) festgelegten Zeit kein EURIBOR-Satz angezeigt werden, wird die Berechnungsstelle von vier ausgewählten Großbanken im Interbankenmarkt der Euro-Zone deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Euro-Einlagen für die betreffende Zinsperiode gegenüber führenden Banken im Interbankenmarkt der Euro Zone und über einen Betrag, der für eine einzelne Transaktion im Interbankenmarkt der Euro-Zone an dem betreffenden Zinsermittlungstag repräsentativ ist, um ca. 11.00 Uhr (Brüsseler Zeit) an dem betreffenden Zinsermittlungstag einholen. "**Euro-Zone**" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils gültigen Fassung eingeführt haben. Falls zwei oder mehr der vier ausgewählten Großbanken im Interbankenmarkt der Euro-Zone der Berechnungsstelle solche Angebotssätze nennen, ist der Variable Zinssatz für die betreffende Zinsperiode das von der Berechnungsstelle errechnete arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/1.000 %, wobei 0,0005 aufgerundet wird) dieser Angebotssätze und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
 - (iv) Falls an dem betreffenden Zinsermittlungstag nur eine oder keine der vier ausgewählten Großbanken im Interbankenmarkt der Euro-Zone der Berechnungsstelle die im vorstehenden Absatz (iii) beschriebenen

Angebotssätze nennt, ist der Variable Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/1.000 %, wobei 0,0005 aufgerundet wird) der Sätze ermittelt, die von der Berechnungsstelle mit angemessener Sorgfalt ausgewählte Großbanken im Interbankenmarkt der Euro-Zone der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Brüsseler Zeit) an dem betreffenden Zinsermittlungstag Darlehen in Euro für die betreffende Zinsperiode gegenüber führenden europäischen Banken und über einen Betrag, der für eine einzelne Transaktion im Interbankenmarkt der Euro-Zone an dem betreffenden Zinsermittlungstag repräsentativ ist, anbieten und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.

- (v) Kann an einem Zinsermittlungstag der EURIBOR-Satz nicht gemäß den Bestimmungen der Absätze (ii), (iii) oder (iv) festgestellt werden, wird der Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Der für die Berechnung des anwendbaren Variablen Zinssatzes maßgebende EURIBOR-Satz ist hierbei der zuletzt veröffentlichte EURIBOR-Satz, der auf Reuters Seite EURIBOR01 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt wird und von der Berechnungsstelle für Euro-Einlagen für die betreffende Zinsperiode ermittelt werden kann.
- (vi) Sollte der EURIBOR-Satz für die jeweilige in den Endgültigen Bedingungen festgelegte Zinsperiode entfallen und ein geeigneter Ersatz-Referenzzinssatz zur Verfügung stehen, der entweder als Nachfolger des EURIBOR-Satzes offiziell bekanntgegeben wird oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin dem EURIBOR-Satz in seiner Zusammensetzung möglichst nahekommt, tritt an die Stelle des EURIBOR-Satzes für die Restlaufzeit der Schuldverschreibungen dieser Ersatz-Referenzzinssatz. Voraussetzung hierfür ist, dass der Ersatz-Referenzzinssatz gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt wird, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt wird und der Ersatz-Referenzzinssatz sowie der Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 11 dieser Anleihebedingungen bekannt zu machen.

Geschäftstag im Sinne dieses Absatzes (aa) bezeichnet einen Tag, an dem Zahlungen über das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) abgewickelt werden können.

- (ab) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen **LIBOR (London Interbank Offered Rate)** als Referenzzinssatz angegeben ist:*

- (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht dem gemäß den Absätzen (ii), (iii), (iv) oder (v) bestimmten und in den Endgültigen Bedingungen angegebenen LIBOR-Satz für Einlagen in der in den Endgültigen Bedingungen festgelegten Währung für die jeweilige Zinsperiode und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz per annum angegebenen "**Marge**".

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Mindestzinssatz angegeben ist.

Mindestzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz niedriger ist als der in den Endgültigen Bedingungen angegebene Mindestzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Mindestzinssatz.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Höchstzinssatz angegeben ist.

Höchstzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz höher ist als der in den Endgültigen Bedingungen angegebene Höchstzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Höchstzinssatz.

- (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Variablen Zinssatz durch Bezugnahme auf den LIBOR-Satz für Einlagen in der festgelegten Währung für die betreffende Zinsperiode, der auf Reuters Seite LIBOR01 oder LIBOR02 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) um ca. 11.00 Uhr (Londoner Zeit) angezeigt wird und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iii) Sollte die in Absatz (ii) genannte Bildschirmseite nicht zur Verfügung stehen oder sollte zu der in Absatz (ii) festgelegten Zeit kein LIBOR-Satz angezeigt werden, wird die Berechnungsstelle von vier ausgewählten Großbanken im Londoner Interbankenmarkt deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen der in den Endgültigen Bedingungen festgelegten Währung für die betreffende Zinsperiode gegenüber führenden Banken im Londoner Interbankenmarkt und über einen Betrag, der für eine einzelne Transaktion im Londoner Interbankenmarkt an dem betreffenden Zinsermittlungstag repräsentativ ist, um ca. 11.00 Uhr (Londoner Zeit) an dem betreffenden Zinsermittlungstag einholen. Falls zwei oder mehr der vier ausgewählten Großbanken im Londoner Interbankenmarkt der Berechnungsstelle solche Angebotssätze nennen, ist der Variable Zinssatz für die betreffende Zinsperiode das von der Berechnungsstelle errechnete

arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) dieser Angebotssätze und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.

- (iv) Falls an dem betreffenden Zinsermittlungstag nur eine oder keine der vier ausgewählten Großbanken im Londoner Interbankenmarkt der Berechnungsstelle die im vorstehenden Absatz (iii) beschriebenen Angebotssätze nennt, ist der Variable Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) der Sätze ermittelt, die von der Berechnungsstelle mit angemessener Sorgfalt ausgewählte Großbanken im Londoner Interbankenmarkt der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Londoner Zeit) an dem betreffenden Zinsermittlungstag Darlehen in der in den Endgültigen Bedingungen festgelegten Währung für die betreffende Zinsperiode gegenüber führenden europäischen Banken und über einen Betrag, der für eine einzelne Transaktion im Londoner Interbankenmarkt an dem betreffenden Zinsermittlungstag repräsentativ ist, anbieten und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (v) Kann an einem Zinsermittlungstag der LIBOR-Satz nicht gemäß den Bestimmungen der Absätze (ii), (iii) oder (iv) festgestellt werden, wird der Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Der für die Berechnung des anwendbaren Variablen Zinssatzes maßgebende LIBOR-Satz ist hierbei der zuletzt veröffentlichte LIBOR-Satz, der auf Reuters Seite LIBOR01 oder LIBOR02 (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt wird und von der Berechnungsstelle für Einlagen in der festgelegten Währung für die betreffende Zinsperiode ermittelt werden kann.
- (vi) Sollte der LIBOR-Satz für Einlagen der in den Endgültigen Bedingungen festgelegten Währung für die jeweilige Zinsperiode entfallen und ein geeigneter Ersatz-Referenzzinssatz zur Verfügung stehen, der entweder als Nachfolger des LIBOR-Satzes offiziell bekanntgegeben wird oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin dem LIBOR-Satz in seiner Zusammensetzung möglichst nahekommt, tritt an die Stelle des LIBOR-Satzes für die Restlaufzeit der Schuldverschreibungen dieser Ersatz-Referenzzinssatz. Voraussetzung hierfür ist, dass der Ersatz-Referenzzinssatz gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt wird, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt wird und der Ersatz-Referenzzinssatz sowie der Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 11 dieser Anleihebedingungen bekannt zu machen.

Geschäftstag im Sinne dieses Absatzes (*ab*) bezeichnet einen Tag (außer einem Samstag oder einem Sonntag), an dem Geschäftsbanken in London und in dem in den Endgültigen Bedingungen angegebenen Hauptfinanzzentrum des Landes der entsprechenden Währung für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

- (ac) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen ein CMS (Constant Maturity Swap) Satz als Referenzzinssatz angegeben ist:*
- (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht dem gemäß den Absätzen (ii), (iii) oder (iv) bestimmten und in den Endgültigen Bedingungen angegebenen Jahres-Swapsatz für die in den Endgültigen Bedingungen angegebene Währung (der betreffende mittlere Swapsatz gegen den entsprechenden in den Endgültigen Bedingungen angegebenen Referenzzinssatz) (der "**Swapsatz**") und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz per annum angegebenen "**Marge**".

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Mindestzinssatz angegeben ist.

Mindestzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz niedriger ist als der in den Endgültigen Bedingungen angegebene Mindestzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Mindestzinssatz.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Höchstzinssatz angegeben ist.

Höchstzinssatz. Wenn der gemäß den nachfolgenden Bestimmungen für eine Zinsperiode ermittelte Variable Zinssatz höher ist als der in den Endgültigen Bedingungen angegebene Höchstzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Höchstzinssatz.

- (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Zinssatz durch Bezugnahme auf den auf der in den Endgültigen Bedingungen festgelegten Reuters Seite (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) zu der in den Endgültigen Bedingungen angegebenen Uhrzeit quotierten Swapsatz und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.

- (iii) Sollte die Bildschirmseite gemäß Absatz (ii) nicht zur Verfügung stehen oder sollte zu der gemäß Absatz (ii) festgelegten Zeit kein Swapsatz angezeigt werden, wird die Berechnungsstelle von fünf führenden Swap-Händlern im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) deren Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für den betreffenden Jahres-Durchschnitts-Swapsatz für die betreffende Zinsperiode gegenüber einem anerkannten Swap-Händler im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) und über einen Betrag, der für eine einzelne Swap-Transaktion im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) an dem betreffenden Zinsermittlungstag repräsentativ ist, zu der in den Endgültigen Bedingungen angegebenen Uhrzeit an dem betreffenden Zinsermittlungstag einholen. "**Euro-Zone**" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils gültigen Fassung eingeführt haben. Falls mindestens drei der fünf angefragten führenden Swap-Händler im Interbankenmarkt der Euro Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) der Berechnungsstelle solche Angebotssätze nennen, ist der Variable Zinssatz für die betreffende Zinsperiode das von der Berechnungsstelle errechnete arithmetische Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) dieser Angebotssätze, wobei der höchste Angebotssatz (bzw. bei mehreren gleich hohen Angebotssätzen einer der höchsten Sätze) und der niedrigste Angebotssatz (bzw. bei mehreren gleich niedrigen Angebotssätzen einer der niedrigsten Sätze) unberücksichtigt bleiben, und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iv) Kann an einem Zinsermittlungstag der Swapsatz nicht gemäß den Bestimmungen der Absätze (ii) oder (iii) festgestellt werden, wird der Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Der für die Berechnung des anwendbaren Variablen Zinssatzes maßgebende Swapsatz ist hierbei der zuletzt veröffentlichte Swapsatz, der auf der in den Endgültigen Bedingungen festgelegten Reuters Seite (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt wird und von der Berechnungsstelle für die betreffende Zinsperiode ermittelt werden kann.
- (v) Sollte der Swapsatz für die jeweilige Zinsperiode entfallen und ein geeigneter Ersatz-Referenzzinssatz zur Verfügung stehen, der entweder als Nachfolger des Swapsatzes offiziell bekanntgegeben wird oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin dem Swapsatz in seiner Zusammensetzung möglichst nahekommt, tritt an die Stelle des Swapsatzes für die Restlaufzeit der Schuldverschreibungen dieser Ersatz-Referenzzinssatz. Voraussetzung hierfür ist, dass der Ersatz-Referenzzinssatz gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt wird, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt wird und der Ersatz-Referenzzinssatz sowie der Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 11 dieser Anleihebedingungen bekannt zu machen.

Wenn die Schuldverschreibungen auf Euro lauten, bezeichnet Geschäftstag im Sinne dieses Absatzes (ac) einen Tag, an dem Zahlungen über das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) abgewickelt werden können. Wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, bezeichnet Geschäftstag im Sinne dieses Absatzes (ac) einen Tag (außer einem Samstag oder einem Sonntag), an dem Geschäftsbanken in dem in den Endgültigen Bedingungen angegebenen Hauptfinanzzentrum des Landes der entsprechenden Währung für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

- (ad) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen eine **Differenz zwischen zwei CMS (Constant Maturity Swap) Sätzen** als Referenzzinssatz angegeben ist:*
- (i) Der auf die Schuldverschreibungen anwendbare Variable Zinssatz für die jeweilige Zinsperiode entspricht der Differenz (ausgedrückt als Prozentsatz per annum) zwischen den zwei gemäß den Absätzen (ii), (iii) oder (iv) bestimmten und in den Endgültigen Bedingungen angegebenen Jahres-Swapsätzen für die in den Endgültigen Bedingungen angegebene Währung (jeweils der betreffende mittlere Swapsatz gegen den entsprechenden in den Endgültigen Bedingungen angegebenen Referenzzinssatz) (die "**Swapsätze**") und, falls anwendbar, multipliziert mit einem in den Endgültigen Bedingungen angegebenen "**Faktor**" und, falls anwendbar, plus/minus einer in den Endgültigen Bedingungen als Prozentsatz per annum angegebenen "**Marge**".

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Mindestzinssatz angegeben ist.

Mindestzinssatz. Wenn der gemäß den Bestimmungen dieses Absatzes (ad) für eine Zinsperiode ermittelte Variable Zinssatz niedriger ist als der in den Endgültigen Bedingungen angegebene Mindestzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Mindestzinssatz.

Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen ein Höchstzinssatz angegeben ist.

Höchstzinssatz. Wenn der gemäß den Bestimmungen dieses Absatzes (ad) für eine Zinsperiode ermittelte Variable Zinssatz höher ist als der in den Endgültigen Bedingungen angegebene Höchstzinssatz, so ist der anwendbare Variable Zinssatz für diese Zinsperiode der in den Endgültigen Bedingungen angegebene Höchstzinssatz.

- (ii) An dem in den Endgültigen Bedingungen angegebenen Zinsermittlungstag (der "**Zinsermittlungstag**") bestimmt die Berechnungsstelle für die dem jeweiligen Zinsermittlungstag folgende Zinsperiode den Zinssatz durch Bezugnahme auf die auf der in den Endgültigen Bedingungen festgelegten Reuters Seite (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) zu der in den Endgültigen Bedingungen angegebenen Uhrzeit quotierten Swapsätze und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iii) Sollte die Bildschirmseite gemäß Absatz (ii) nicht zur Verfügung stehen oder sollten zu der gemäß Absatz (ii) festgelegten Zeit keine Swapsätze angezeigt werden, wird die Berechnungsstelle von fünf führenden Swap-Händlern im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) deren Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für die betreffenden Jahres-Durchschnitts-Swapsätze für die betreffende Zinsperiode gegenüber einem anerkannten Swap-Händler im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) und über einen Betrag, der für eine einzelne Swap-Transaktion im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) an dem betreffenden Zinsermittlungstag repräsentativ ist, zu der in den Endgültigen Bedingungen angegebenen Uhrzeit an dem betreffenden Zinsermittlungstag einholen. "**Euro-Zone**" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils gültigen Fassung eingeführt haben. Falls mindestens drei der fünf angefragten führenden Swap-Händler im Interbankenmarkt der Euro-Zone (wenn die Schuldverschreibungen auf Euro lauten) oder im Interbankenmarkt des Hauptfinanzentrums des Landes der entsprechenden Währung (wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten) der Berechnungsstelle solche Angebotssätze nennen, so entsprechen die Swapsätze für die betreffende Zinsperiode jeweils dem von der Berechnungsstelle errechneten arithmetischen Mittel (gegebenenfalls auf- oder abgerundet auf das nächste 1/100.000 %, wobei 0,000005 aufgerundet wird) dieser Angebotssätze, wobei der höchste Angebotssatz (bzw. bei mehreren gleich hohen Angebotssätzen einer der höchsten Sätze) und der niedrigste Angebotssatz (bzw. bei mehreren gleich niedrigen Angebotssätzen einer der niedrigsten Sätze) unberücksichtigt bleiben, und, falls anwendbar, multipliziert mit einem Faktor und, falls anwendbar, plus/minus einer Marge.
- (iv) Können an einem Zinsermittlungstag die Swapsätze nicht gemäß den Bestimmungen der Absätze (ii) oder (iii) festgestellt werden, wird der Variable Zinssatz für die folgende Zinsperiode von der Berechnungsstelle festgelegt. Die für die Berechnung des anwendbaren Variablen Zinssatzes maßgebenden Swapsätze sind hierbei die zuletzt veröffentlichten Swapsätze, die auf der in den Endgültigen Bedingungen festgelegten Reuters Seite (oder auf einer Ersatzseite bei Reuters oder einem anderen festgelegten Informationsanbieter oder Nachfolger) in einer Periode von zehn Geschäftstagen unmittelbar vor dem Zinsermittlungstag angezeigt werden und von der Berechnungsstelle für die betreffende Zinsperiode ermittelt werden können.
- (v) Sollten die Swapsätze für die jeweilige Zinsperiode entfallen und geeignete Ersatz-Referenzzinssätze zur Verfügung stehen, die entweder als Nachfolger der Swapsätze offiziell bekanntgegeben werden oder, falls dies nicht der Fall ist, nach Ansicht der Emittentin den Swapsätzen in ihrer Zusammensetzung möglichst nahekommen, treten an die Stelle der Swapsätze für die Restlaufzeit der Schuldverschreibungen diese Ersatz-Referenzzinssätze. Voraussetzung hierfür ist, dass die Ersatz-Referenzzinssätze gemäß Artikel 29 Absatz (1) der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "**Benchmarks-Verordnung**"), (x) von einem Administrator bereitgestellt werden, der in der Europäischen Union angesiedelt ist und in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen ist oder (y) von einem in einem Drittstaat angesiedelten Administrator für die Verwendung in der Europäischen Union bereitgestellt werden und die Ersatz-Referenzzinssätze sowie der Administrator in das Register nach Artikel 36 der Benchmarks-Verordnung eingetragen sind. Eine solche Ersetzung ist gemäß § 11 dieser Anleihebedingungen bekannt zu machen.

Wenn die Schuldverschreibungen auf Euro lauten, bezeichnet Geschäftstag im Sinne dieses Absatzes (ad) einen Tag, an dem Zahlungen über das Trans-European Automated Real-time Gross Settlement Express Transfer System² (TARGET2) abgewickelt werden können. Wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, bezeichnet Geschäftstag im Sinne dieses Absatzes (ad) einen Tag (außer einem Samstag oder einem Sonntag), an dem Geschäftsbanken in dem in den Endgültigen Bedingungen angegebenen Hauptfinanzzentrum des Landes der entsprechenden Währung für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

- (d) **Zinsbetrag.** Die Berechnungsstelle errechnet an jedem Zinsermittlungstag den auf den Gesamtnennbetrag der Schuldverschreibungen (wie in den Endgültigen Bedingungen angegeben) und/oder auf die Festgelegte Stückelung der Schuldverschreibungen (wie in den Endgültigen Bedingungen angegeben) entfallenden Zinsbetrag (der "**Zinsbetrag**") für die entsprechende Zinsperiode durch Multiplikation des auf die entsprechende Zinsperiode anzuwendenden Variablen Zinssatzes mit dem Gesamtnennbetrag der Schuldverschreibungen und/oder der Festgelegten Stückelung

der Schuldverschreibungen, wobei das Produkt mit dem Zinstagequotienten (wie in nachstehendem Absatz (e) definiert und in den Endgültigen Bedingungen angegeben) multipliziert wird. Der so errechnete Zinsbetrag wird auf die kleinste Einheit der jeweiligen Währung gerundet. Eine halbe Einheit dieser Währung wird aufgerundet.

- (e) *Zinstagequotient für Zinsperioden variablen Zinses.* "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

(aa) wenn in den Endgültigen Bedingungen "**Actual/Actual (ICMA-Regelung 251)**" angegeben ist:

(aaa) im Fall, dass der Zinsberechnungszeitraum kürzer ist als die Feststellungsperiode (wie nachstehend definiert) in die das Ende des Zinsberechnungszeitraums fällt, oder, im Fall, dass der Zinsberechnungszeitraum der Feststellungsperiode entspricht, die Anzahl von Tagen in diesem Zinsberechnungszeitraum dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der in den Endgültigen Bedingungen angegebenen "**Anzahl der ICMA-Feststellungstage in einem Kalenderjahr**"; oder

(bbb) im Fall, dass der Zinsberechnungszeitraum länger ist als die Feststellungsperiode (wie nachstehend definiert), in die das Ende des Zinsberechnungszeitraums fällt, die Summe aus

(i) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr; und

(ii) der Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch das Produkt aus (x) der Anzahl von Tagen in dieser Feststellungsperiode und (y) der Anzahl der ICMA-Feststellungstage in einem Kalenderjahr.

"**Feststellungsperiode**" bezeichnet den Zeitraum von einem "**ICMA-Feststellungstag**" (einschließlich) (wie in den Endgültigen Bedingungen angegeben) bis zum nächsten ICMA-Feststellungstag (ausschließlich); dies schließt dann, wenn der letzte Zinszahlungstag für Festzins kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag vor dem letzten Zinszahlungstag für Festzins anfängt, und dann, wenn der letzte Zinszahlungstag für Variablen Zins kein ICMA-Feststellungstag ist, den Zeitraum ein, der an dem ersten ICMA-Feststellungstag nach dem letzten Zinszahlungstag für Variablen Zins endet; oder

(bb) wenn in den Endgültigen Bedingungen "**Actual/365 (Fixed)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365; oder

(cc) wenn in den Endgültigen Bedingungen "**Actual/365 (Sterling)**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 oder, wenn der Zinszahlungstag für Variablen Zins in ein Schaltjahr fällt, 366; oder

(dd) wenn in den Endgültigen Bedingungen "**Actual/360**" angegeben ist: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360; oder

(ee) wenn in den Endgültigen Bedingungen "**30/360, 360/360 oder Bond Basis**" angegeben ist: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltene Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist); oder

(ff) wenn in den Endgültigen Bedingungen "**30E/360 oder Eurobond Basis**" angegeben ist: die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt).

- (f) *Bekanntmachung von Variablem Zinssatz, Zinsbetrag und Zinszahlungstag für Variablen Zins.* Die Berechnungsstelle veranlasst die Bekanntmachung des für die entsprechende Zinsperiode ermittelten Variablen Zinssatzes, des auf den Gesamtnennbetrag der Schuldverschreibungen und/oder auf die festgelegte Stückelung der Schuldverschreibungen zu zahlenden Zinsbetrages und des Zinszahlungstages für Variablen Zins unverzüglich gemäß § 11 dieser Anleihebedingungen. Im Falle einer Verlängerung oder einer Verkürzung der Zinsperiode können von der Berechnungsstelle der zahlbare Zinsbetrag sowie der Zinszahlungstag für Variablen Zins nachträglich berichtigt oder andere geeignete Anpassungsregelungen getroffen werden, ohne dass es dafür einer weiteren Bekanntmachung bedarf. Im Übrigen und soweit die Zinsermittlung gemäß den vorangegangenen Absätzen (a) bis (e) erfolgt, sind die Ermittlung der jeweiligen Variablen Zinssätze und der jeweils zahlbaren Zinsbeträge für alle Beteiligten bindend. Den Gläubigern stehen gegen die Berechnungsstelle keine Ansprüche wegen der Art der Wahrnehmung oder der Nichtwahrnehmung der sich aus diesem Absatz (f) ergebenden Rechte, Pflichten oder Ermessensbefugnisse zu.

- (4) *Auflaufende Zinsen.* Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden. Falls die Emittentin die Schuldverschreibungen bei Endfälligkeit nicht oder nicht vollständig

einlöst, erfolgt die Verzinsung des ausstehenden Gesamtnennbetrages der Schuldverschreibungen von dem Endfälligkeitstag gemäß § 3 dieser Anleihebedingungen bis zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht, in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen⁴⁰.

§ 3 Rückzahlung

Rückzahlung bei Endfälligkeit. Soweit nicht zuvor bereits zurückgezahlt oder angekauft und entwertet, wird die Emittentin die Schuldverschreibungen zu ihrem Nennbetrag an dem in den Endgültigen Bedingungen angegebenen Endfälligkeitstag (der "**Endfälligkeitstag**") zurückzahlen.

§ 4 Vorzeitige Rückzahlung

(1) *Der nachfolgende Absatz findet Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Emittentin das Recht hat, die Schuldverschreibungen vorzeitig zu kündigen (Call Option):*

Vorzeitige Rückzahlung nach Wahl der Emittentin (Call Option). Die Emittentin ist berechtigt, die Schuldverschreibungen insgesamt, jedoch nicht teilweise, unter Einhaltung einer in den Endgültigen Bedingungen angegebenen "**Mindestkündigungsfrist**" durch Bekanntmachung gemäß § 11 dieser Anleihebedingungen zu dem/den in den Endgültigen Bedingungen angegebenen "**Wahlrückzahlungstag(en) (Call)**" zu kündigen und zum entsprechenden Vorzeitigen Rückzahlungsbetrag gemäß § 5 dieser Anleihebedingungen zurückzuzahlen.

Eine solche vorzeitige Rückzahlung der Schuldverschreibungen durch die Emittentin ist frühestens nach Ablauf von fünf Jahren und nur mit vorheriger Zustimmung der zuständigen Aufsichtsbehörde zulässig.

(2) *Vorzeitige Rückzahlung bei Eintritt eines Aufsichtsrechtlichen Ereignisses.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin und vorbehaltlich der vorherigen Zustimmung der zuständigen Aufsichtsbehörde unter Einhaltung einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Bekanntmachung an die Gläubiger gemäß § 11 dieser Anleihebedingungen vorzeitig gekündigt und zu ihrem entsprechenden Vorzeitigen Rückzahlungsbetrag (wie in § 5 dieser Anleihebedingungen definiert) zurückgezahlt werden, falls die Emittentin (i) die Schuldverschreibungen nicht vollständig für Zwecke der Eigenmittelausstattung als Ergänzungskapital (Tier 2) nach Maßgabe der anwendbaren Vorschriften anrechnen darf oder (ii) in sonstiger Weise im Hinblick auf die Schuldverschreibungen einer weniger günstigen regulatorischen Eigenmittelbehandlung unterliegt als an dem in den Endgültigen Bedingungen angegebenen Valutierungstag (der "**Valutierungstag**") der Schuldverschreibungen.

(3) *Keine vorzeitige Rückzahlung nach Wahl eines Gläubigers.* Ein Gläubiger ist nicht zur Kündigung der Schuldverschreibungen berechtigt.

§ 5 Vorzeitiger Rückzahlungsbetrag

Vorzeitiger Rückzahlungsbetrag. Die Rückzahlung der Schuldverschreibungen erfolgt bei einer Kündigung nach § 4 Absatz (1) oder nach § 4 Absatz (2) dieser Anleihebedingungen zu einem Betrag (der "**Vorzeitige Rückzahlungsbetrag**"), der sich wie folgt bestimmt:

Der Vorzeitige Rückzahlungsbetrag ist der Nennbetrag zuzüglich etwaiger Stückzinsen.

§ 6 Zahlungen / Emissionsstelle / Zahlstelle / Berechnungsstelle

(1) *Zahlungen von Kapital und/oder Zinsen/Erfüllung.* Sämtliche gemäß diesen Anleihebedingungen zahlbaren Beträge sind von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger zu zahlen. Die Emittentin wird durch Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht gegenüber den Gläubigern befreit.

(2) *Der nachfolgende Absatz findet Anwendung, wenn Zinszahlungen auf eine Vorläufige Globalurkunde erfolgen sollen.*

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (3) von der in den Endgültigen Bedingungen angegebenen Emissionsstelle und/oder Zahlstelle an das Clearing System oder dessen Order zwecks Gutschrift auf den Konten der jeweiligen Depotbanken zur Weiterleitung an die Gläubiger nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (4) (b) dieser Anleihebedingungen.

(3) *Zahlungsweise.* Zahlungen fälliger Beträge auf die Schuldverschreibungen erfolgen in der in den Endgültigen Bedingungen angegebenen frei konvertierbaren Währung, die am entsprechenden Fälligkeitstag die gesetzliche Währung des Staates der

⁴⁰ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Bürgerliches Gesetzbuch.

festgelegten Währung ist. Unbeschadet der Bestimmungen in § 9 dieser Anleihebedingungen unterliegen die Zahlungen fälliger Beträge auf die Schuldverschreibungen in allen Fällen (i) den hierfür am Zahlungsort geltenden steuerlichen und sonstigen Gesetzen und Vorschriften, und (ii) einem Einbehalt oder Abzug, der gemäß einer in § 1471 (b) des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung beschriebenen Vereinbarung erforderlich ist oder anderweitig gemäß §§ 1471 bis 1474 des US Internal Revenue Code von 1986 in der jeweils gültigen Fassung (allgemein bekannt als FATCA) oder gemäß darauf gestützter Bestimmungen oder Vereinbarungen oder gemäß deren offizieller Auslegung oder gemäß eines Gesetzes zur Umsetzung einer diesbezüglichen zwischenstaatlichen Vorgehensweise auferlegt wird.

(4) *Zahltag.* Fällt der Endfälligkeitstag in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen. Für diese Zwecke und wie in den Endgültigen Bedingungen angegeben, bezeichnet "**Zahltag**",

- (a) wenn die Schuldverschreibungen auf Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und das Trans-European Automated Real-time Gross Settlement Express Transfer System2 (TARGET2) Zahlungen abwickeln; oder
- (b) wenn die Schuldverschreibungen auf eine andere Währung als Euro lauten, einen Tag (außer einem Samstag oder einem Sonntag), an dem das Clearing System und Geschäftsbanken und Devisenmärkte in dem Hauptfinanzzentrum Zahlungen abwickeln.

(5) *Hinterlegung von Kapital und/oder Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapital- und/oder Zinsbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Endfälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der Gläubiger gegen die Emittentin.

(6) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle (wie in den Endgültigen Bedingungen angegeben) zu ändern oder zu beenden und eine andere Emissionsstelle und/oder zusätzliche oder andere Zahlstellen und/oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt eine Emissionsstelle und/oder Zahlstelle (die die Emissionsstelle sein kann) und/oder Berechnungsstelle (die die Emissionsstelle sein kann) unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 11 dieser Anleihebedingungen vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert werden.

(7) *Beauftragte der Emittentin.* Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle handeln in ihrer Eigenschaft als solche ausschließlich als Beauftragte der Emittentin, und es besteht kein Auftrags- oder Treuhandverhältnis zwischen der Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle und den Gläubigern der Schuldverschreibungen. Die Emissionsstelle und/oder Zahlstelle und/oder Berechnungsstelle haften dafür, dass sie Erklärungen abgeben, nicht abgeben, entgegennehmen oder Handlungen vornehmen oder unterlassen nur, wenn und soweit sie dabei die Sorgfalt eines ordentlichen Kaufmanns verletzt haben.

§ 7 Vorlegungsfrist

Vorlegungsfrist. Die in § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch bestimmte Vorlegungsfrist für fällige Schuldverschreibungen wird auf zehn Jahre abgekürzt. Die Verjährungsfrist für innerhalb der Vorlegungsfrist vorgelegte Schuldverschreibungen beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

§ 8 Status / Zahlungsanspruch / Aufrechnungsverbot / Keine Sicherheit / Keine Garantie / Keine Beschränkung der Nachrangigkeit

- (1) *Status.* Die Schuldverschreibungen begründen nicht besicherte und nachrangige Verbindlichkeiten der Emittentin, die
 - (a) untereinander und mit allen anderen nachrangigen Verbindlichkeiten der Emittentin *gleichrangig* sind;
 - (b) *vorrangig* sind gegenüber (i) Kapitalinstrumenten des zusätzlichen Kernkapitals und (ii) Kapitalinstrumenten des harten Kernkapitals;
 - (c) *nachrangig* sind gegenüber Verbindlichkeiten der Emittentin, die nach geltenden Rechtsvorschriften vorrangig sind, einschließlich der nicht besicherten und nicht nachrangigen Schuldtitel der Emittentin.
- (2) *Zahlungsanspruch.* Gemäß den gesetzlichen Vorschriften gehen im Fall der Abwicklung, der Liquidation oder der Insolvenz der Emittentin die Verbindlichkeiten aus den Schuldverschreibungen den Ansprüchen dritter Gläubiger der Emittentin aus gegenwärtigen und zukünftigen Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig sind, im Rang vollständig nach, so dass Zahlungen auf die Schuldverschreibungen solange nicht erfolgen, wie die Ansprüche dieser dritten Gläubiger der Emittentin aus gegenwärtigen und zukünftigen Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig sind, nicht vollständig befriedigt worden sind. Unter Beachtung dieser Nachrangregelung bleibt es der Emittentin unbenommen, ihre Verbindlichkeiten aus den Schuldverschreibungen auch aus dem sonstigen freien Vermögen zu bedienen.
- (3) *Aufrechnungsverbot.* Die Aufrechnung von Forderungen aus den Schuldverschreibungen gegen Forderungen der Emittentin ist ausgeschlossen.

(4) *Keine Sicherheit/Keine Garantie.* Die Schuldverschreibungen sind weder besichert noch Gegenstand einer Garantie der Emittentin oder Dritter, die die Rangstellung der Forderungen der Gläubiger von Schuldverschreibungen verbessert.

(5) *Keine Beschränkung der Nachrangigkeit.* Nachträglich können der Nachrang gemäß den vorangegangenen Absätzen (1) bis (4) nicht beschränkt sowie die Laufzeit der Schuldverschreibungen und jede anwendbare Kündigungsfrist nicht verkürzt werden. Werden die Schuldverschreibungen vorzeitig unter anderen als den in den vorangegangenen Absätzen (1) bis (4) beschriebenen Umständen oder infolge einer vorzeitigen Kündigung nach Maßgabe von § 4 dieser Anleihebedingungen zurückgezahlt oder von der Emittentin zurückerworben, so ist der zurückgezahlte oder gezahlte Betrag der Emittentin ohne Rücksicht auf entgegenstehende Vereinbarungen zurückzugewähren, sofern nicht die zuständige Aufsichtsbehörde der vorzeitigen Rückzahlung oder dem Rückkauf zugestimmt hat. Eine Kündigung oder Rückzahlung der Schuldverschreibungen nach Maßgabe von § 4 dieser Anleihebedingungen oder ein Rückkauf der Schuldverschreibungen vor Endfälligkeit ist in jedem Fall nur mit vorheriger Zustimmung der zuständigen Aufsichtsbehörde zulässig.

§ 9

Steuern

Quellensteuer. Sämtliche auf die Schuldverschreibungen zahlbaren Kapital- und/oder Zinsbeträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland durch Einbehalt oder Abzug an der Quelle (Quellensteuer) auferlegt oder erhoben werden, es sei denn, dieser Einbehalt oder Abzug ist gesetzlich vorgeschrieben.

§ 10

Begebung weiterer Schuldverschreibungen / Ankauf / Entwertung

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Valutierungstages und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden und den Gesamtnennbetrag der Serie erhöhen.

(2) *Ankauf.* Die Emittentin ist jederzeit berechtigt, vorbehaltlich der vorherigen Zustimmung der zuständigen Aufsichtsbehörde, Schuldverschreibungen in jedem Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, wieder verkauft oder bei der in den Endgültigen Bedingungen angegebenen Emissionsstelle zwecks Entwertung eingereicht werden.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 11

Bekanntmachungen

(1) *Bekanntmachungen in der Bundesrepublik Deutschland.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind im Bundesanzeiger zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.

(2) *Die nachfolgenden Absätze finden Anwendung, wenn in den Endgültigen Bedingungen angegeben ist, dass die Schuldverschreibungen zum Handel am Regulierten Markt "Bourse de Luxembourg" der Luxemburger Wertpapierbörse zugelassen sind und im Amtlichen Handel (Official List) der Luxemburger Wertpapierbörse und/oder an einer anderen oder weiteren Wertpapierbörse notiert werden.*

(a) *Bekanntmachungen in einer Tageszeitung.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) in einer in den Endgültigen Bedingungen angegebenen führenden Tageszeitung mit allgemeiner Verbreitung in dem in den Endgültigen Bedingungen angegebenen Sitzstaat der Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt am Tag der Veröffentlichung als wirksam erfolgt.

(b) *Bekanntmachungen auf der Internetseite.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen sind zusätzlich zu einer Veröffentlichung nach Absatz (1) auf der in den Endgültigen Bedingungen angegebenen Internetseite der in den Endgültigen Bedingungen angegebenen Wertpapierbörse zu veröffentlichen. Jede derartige Bekanntmachung gilt mit dem Tag der Veröffentlichung als wirksam erfolgt.

(c) *Bekanntmachungen über das Clearing System.* Soweit dies Bekanntmachungen über den Variablen Zinssatz betrifft und die Regeln der in den Endgültigen Bedingungen angegebenen Wertpapierbörse es zulassen, kann die Emittentin zusätzlich zu einer Veröffentlichung nach Absatz (1) eine Veröffentlichung nach Absatz (a) oder Absatz (b) durch eine Bekanntmachung an das in den Endgültigen Bedingungen angegebene Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Bekanntmachung gilt am vierten Tag nach dem Tag der Bekanntmachung an das Clearing System als wirksam erfolgt.

§ 12

Anwendbares Recht / Gerichtsstand / Gerichtliche Geltendmachung

- (1) *Anwendbares Recht.* Die Schuldverschreibungen unterliegen deutschem Recht.
- (2) *Gerichtsstand.* Nicht ausschließlicher Gerichtsstand für sämtliche Klagen und sonstige Verfahren ("**Rechtsstreitigkeiten**") im Zusammenhang mit den Schuldverschreibungen ist Frankfurt am Main. Ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten aus den in diesen Anleihebedingungen geregelten Angelegenheiten ist Frankfurt am Main für Kaufleute, juristische Personen des öffentlichen Rechts, öffentlich-rechtliche Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland.
- (3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbrieften Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder der Lagerstelle des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbrieften Globalurkunde in einem solchen Verfahren erforderlich wäre.

Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die in dem Land, in dem der Rechtsstreit eingeleitet wird, prozessual zulässig ist.

⁴¹[The following information relates to the Final Terms dated [•] in respect of the issue by DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main of [Title of relevant Series of Notes] (the "Notes") under the Programme (as defined below).

Die nachfolgenden Informationen betreffen die Endgültigen Bedingungen vom [•] in Bezug auf die Anleihe der DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main von [Bezeichnung der betreffenden Serie der Schuldverschreibungen] (die "**Schuldverschreibungen**") unter dem Programm (wie unten definiert).

MiFID II Product Governance

MiFID II Produktüberwachung

Solely for the purposes of [the manufacturer's] [each manufacturers'] product approval process in accordance with Directive 2014/65/EU, as supplemented by Commission Delegated Directive (EU) 2017/593, ("**MiFID II**") the target market assessment in respect of the Notes has led to the conclusion that

Ausschließlich für die Zwecke des Produktgenehmigungsverfahrens [des] [jedes] Konzepteurs gemäß der Richtlinie 2014/65/EU, ergänzt durch die Delegierte Richtlinie (EU) 2017/593 der Kommission, ("**MiFID II**") hat die Zielmarktbeurteilung in Bezug auf die Schuldverschreibungen zu dem Ergebnis geführt, dass

(i) the target market for the Notes is as follows:

(i) der Zielmarkt für die Schuldverschreibungen wie folgt ausgestaltet ist:

- Client category: [Small investor (retail client)]; [Professional client]; [Eligible counterparty];
Kundenkategorie: [Privatkunde]; [Professioneller Kunde]; [Geeignete Gegenpartei];
- Investment goals: [Pension provision]; [General wealth formation]; [Disproportionate price participation]; [Hedging];
Anlageziele: [Altersvorsorge]; [Allgemeine Vermögensbildung]; [Überproportionale Kursteilnahme]; [Absicherung (Hedging)];
- Investment horizon: [short-term (< 3 years)] [medium-term (3-5 years)] [long-term (> 5 years)];
Anlagehorizont: [kurzfristig (< 3 Jahre)] [mittelfristig (3-5 Jahre)] [langfristig (> 5 Jahre)];
- Risk indicator: [1] [2] [3] [4] [5] [6] [7];
Risikoindikator: [1] [2] [3] [4] [5] [6] [7];
- [•].
[•].
- Financial loss bearing capacity: [Investor can bear no or only small losses from invested capital.]; [Investor can bear losses (up to complete loss of invested capital).]; [Investor can also bear losses beyond invested capital.];
Finanzielle Verlusttragfähigkeit: [Der Anleger kann keine bzw. nur geringe Verluste des eingesetzten Kapitals tragen.]; [Der Anleger kann Verluste tragen (bis zum vollständigen Verlust des eingesetzten Kapitals).]; [Der Anleger kann Verluste auch über das eingesetzte Kapital hinaus tragen.];
- Knowledge and/or experience: [Basic knowledge and/or experience]; [Greater knowledge and/or experience]; [Extensive knowledge and/or experience]; [Special knowledge and/or experience];
Kenntnisse und/oder Erfahrungen: [Basiskenntnisse und/oder Erfahrungen]; [Erweiterte Kenntnisse und/oder Erfahrungen]; [Umfangreiche Kenntnisse und/oder Erfahrungen]; [Spezielle Kenntnisse und/oder Erfahrungen];
- [specify negative target market, if applicable: [•].
etwaigen negativen Zielmarkt festlegen: [•].

(ii) the following distribution strategy for the Notes is appropriate:

(ii) die folgende Vertriebsstrategie für die Schuldverschreibungen geeignet ist:

- [Investment advice]; [Advice-free]; [Execution only].

⁴¹ Unless otherwise communicated, include this legend if parties have determined a target market.

Sofern nicht anderweitig mitgeteilt diese Erklärung einfügen, wenn die Parteien einen Zielmarkt bestimmt haben.

- *[Anlageberatung]; [Beratungsfrei]; [Reines Ausführungsgeschäft].*
- *[•].*
- *[•].*

Any person subsequently offering, selling or recommending the Notes (a "**Distributor**") should take into consideration the [manufacturer's][manufacturers'] target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the [manufacturer's][manufacturers'] target market assessment) and determining appropriate distribution channels.

*Jede Person, die die Schuldverschreibungen später anbietet, verkauft oder empfiehlt (ein "**Vertreiber**"), sollte die Zielmarktbeurteilung [des Konzepteurs][der Konzepteure] berücksichtigen, wobei ein der MiFID II unterliegender Vertreiber jedoch dafür verantwortlich ist, eine eigene Zielmarktbeurteilung in Bezug auf die Schuldverschreibungen vorzunehmen (entweder durch Übernahme oder Ausarbeitung der Zielmarktbeurteilung [des Konzepteurs][der Konzepteure]) und geeignete Vertriebskanäle festzulegen.*

The target market assessment will be reviewed periodically by the manufacturer[s] and may change during the term of the Notes.

Die Zielmarktbeurteilung wird in regelmäßigen Abständen durch [den Konzepteur][die Konzepteure] überprüft und kann sich während der Laufzeit der Schuldverschreibungen ändern.]

In case of Notes listed on the Official List of the Luxembourg Stock Exchange and traded on the Regulated Market "*Bourse de Luxembourg*" or publicly offered in the Grand Duchy of Luxembourg, the Final Terms will be published in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu). Furthermore, the aforementioned Final Terms will be published in electronic form on the website of DZ BANK (www.dzbank.de). In case of Notes listed on any other stock exchange or traded on any other regulated market or publicly offered in one or more member states of the European Economic Area (excluding the Grand Duchy of Luxembourg), the Final Terms will be published in electronic form on the website of DZ BANK (www.dzbank.de). In addition, copies of the Final Terms may be obtained in printed form, free of charge, upon request at the registered office of DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Platz der Republik, 60325 Frankfurt am Main, Federal Republic of Germany.

FORM OF FINAL TERMS MUSTER ENDGÜLTIGE BEDINGUNGEN

[Date]
[Datum]

Final Terms Endgültige Bedingungen

[Title of relevant Series of Notes]

[Bezeichnung der betreffenden Serie der Schuldverschreibungen]

[(to be consolidated, form a single issue with and increase the aggregate principal amount of the [Title of relevant Series of Notes] issued on • to a total aggregate principal amount of •)]⁴²

[(Diese Anleihe wird mit den [Bezeichnung der betreffenden Serie der Schuldverschreibungen] begeben am • zusammengeführt werden, eine einheitliche Anleihe mit ihnen bilden und ihren Gesamtnennbetrag auf • erhöhen)]

issued pursuant to the
begeben aufgrund des

DZ BANK AG Debt Issuance Programme

dated 31 May 2019
datiert 31. Mai 2019

of
der

DZ BANK AG
Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main
LEI: 529900HNOAA1KXQJUQ27

(having its registered office at Platz der Republik, 60325 Frankfurt am Main, Federal Republic of Germany)

(mit eingetragenem Sitz in Platz der Republik, 60325 Frankfurt am Main, Bundesrepublik Deutschland)

[The last day of the period of validity of the Debt Issuance Programme Prospectus dated 31 May 2019 is on 30 May 2020. The succeeding Debt Issuance Programme Prospectus for the Update 2020 of the DZ BANK AG Debt Issuance Programme will be published in electronic form on the website of DZ BANK (www.dzbank.de).

Der letzte Tag der Gültigkeitsdauer des Debt Issuance Programme Prospekt vom 31. Mai 2019 ist am 30. Mai 2020. Der nachfolgende Debt Issuance Programme Prospekt für die Aktualisierung 2020 des DZ BANK AG Debt Issuance Programme wird in elektronischer Form auf der Website der DZ BANK (www.dzbank.de) veröffentlicht.]⁴³

⁴² Include only in case of increase of the initial issue.
Nur bei Aufstockungen der Ursprungsanleihe einfügen.

⁴³ Include only in case of a public offer going beyond the period of validity of this base prospectus.

Issue Price: [100] [•] [per cent] [[•] per cent during the subscription period from [•] to [•] (in each case including). The selling price of the Notes is free to trade after the expiry of the subscription period.] [•] [free to trade] [plus accrued interest [•]]⁴²

Ausgabepreis: [100] [•] [%] [[•] % während der Zeichnungsfrist vom [•] bis [•] (jeweils einschließlich). Nach Ablauf der Zeichnungsfrist ist der Verkaufspreis der Schuldverschreibungen freibleibend.] [•] [freibleibend] [plus Stückzinsen [•]]

Issue Date: [•]⁴⁴

Valutierungstag: [•]

Series No.: [•]

Serien Nr.: [•]

[Tranche No.: [•]]⁴²

[Tranche Nr.: [•]]

⁴⁴ Nur bei einem über die Gültigkeitsdauer dieses Basisprospekts hinausgehenden öffentlichen Angebot einfügen.

The Issue Date is the date of settlement and payment of the Notes (generally "delivery against payment" basis; "delivery against payment" is a delivery instruction where the delivery of Notes and the payment of cash consideration are linked.). In the case of "free-of-payment delivery" the delivery of Notes and the payment of cash consideration are not linked and the Issue Date is the delivery date.

Der Valutierungstag ist der Tag, an dem die Schuldverschreibungen begeben und bezahlt werden (üblicherweise auf der Basis "Lieferung gegen Zahlung"; "Lieferung gegen Zahlung" ist eine Lieferinstruktion, bei der die Lieferung der Schuldverschreibungen und die Zahlung des Gegenwerts aneinander gekoppelt sind). Bei "Lieferung frei von Zahlung" sind die Lieferung der Schuldverschreibungen und die Zahlung des Gegenwerts nicht aneinander gekoppelt und der Valutierungstag ist der Tag der Lieferung.

INTRODUCTION EINLEITUNG

This document constitutes the Final Terms of an issue of Notes under the DZ BANK AG Debt Issuance Programme (the "**Programme**") of DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main ("**DZ BANK**").

*Dieses Dokument stellt die Endgültigen Bedingungen einer Emission von Schuldverschreibungen unter dem DZ BANK AG Debt Issuance Programme (das "**Programm**") der DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main ("**DZ BANK**") dar.*

These Final Terms have been prepared for the purpose of Article 5(4) of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended, and must be read in conjunction with the Debt Issuance Programme Prospectus dated 31 May 2019, including the documents incorporated by reference, (the "**Prospectus**") [and the supplement[s] dated [●]]. The Prospectus [and the supplement[s] dated [●]] [is] [are] published in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of DZ BANK (www.dzbank.de). In addition, copies of the aforementioned documents may be obtained in printed form, free of charge, upon request from DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Platz der Republik, 60325 Frankfurt am Main, Federal Republic of Germany. Full information on DZ BANK and the offer of the Notes is only available on the basis of the combination of the Prospectus, any supplement, if any, and these Final Terms.

*Diese Endgültigen Bedingungen wurden für den in Artikel 5(4) der Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003, in der gültigen Fassung, genannten Zweck abgefasst und sind in Verbindung mit dem Debt Issuance Programme Prospekt vom 31. Mai 2019, einschließlich der durch Verweis einbezogenen Dokumente, (der "**Prospekt**") [und [dem Nachtrag] [den Nachträgen] vom [●]] zu lesen. Der Prospekt [und [der Nachtrag] [die Nachträge] vom [●]] [wird] [werden] in elektronischer Form auf der Website der Luxemburger Wertpapierbörse (www.bourse.lu) und auf der Website der DZ BANK (www.dzbank.de) veröffentlicht. Kopien der vorgenannten Unterlagen in gedruckter Form sind außerdem auf Verlangen kostenlos bei der DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Platz der Republik, 60325 Frankfurt am Main, Bundesrepublik Deutschland, erhältlich. Vollständige Informationen über die DZ BANK und das Angebot der Schuldverschreibungen sind nur verfügbar, wenn der Prospekt, etwaige Nachträge und diese Endgültigen Bedingungen zusammengekommen werden.*

An issue-specific summary (the "**Issue-Specific Summary**"), fully completed for the Tranche of Notes, is annexed to these Final Terms.

*Eine emissionsbezogene Zusammenfassung (die "**Emissionsbezogene Zusammenfassung**"), vollständig ausgefüllt für die Tranche von Schuldverschreibungen, ist diesen Endgültigen Bedingungen beigelegt.*

PART I: TERMS AND CONDITIONS
TEIL I: ANLEIHEBEDINGUNGEN

[This PART I of these Final Terms⁴⁵ is to be read in conjunction with the [A1. Terms and Conditions of Fixed Rate Preferred Senior Notes] [A2. Terms and Conditions of Floating Rate Preferred Senior Notes] [A3. Terms and Conditions of Zero Coupon Preferred Senior Notes] [A4. Terms and Conditions of Fixed to Floating Rate Preferred Senior Notes] [B1. Terms and Conditions of Fixed Rate Preferred Senior Notes (with eligible liabilities criteria)] [B2. Terms and Conditions of Floating Rate Preferred Senior Notes (with eligible liabilities criteria)] [C1. Terms and Conditions of Fixed Rate Non-Preferred Senior Notes] [C2. Terms and Conditions of Floating Rate Non-Preferred Senior Notes] [D1. Terms and Conditions of Fixed Rate Subordinated Notes] [D2. Terms and Conditions of Floating Rate Subordinated Notes] [D3. Terms and Conditions of Fixed to Floating Rate Subordinated Notes] (the "**Terms and Conditions**") set forth in the Prospectus. Capitalised Terms not otherwise defined in this PART I of these Final Terms shall have the same meanings specified in the Terms and Conditions.

*Dieser TEIL I dieser Endgültigen Bedingungen ist in Verbindung mit den [A1. Anleihebedingungen für festverzinsliche bevorrechtigte nicht nachrangige Schuldverschreibungen] [A2. Anleihebedingungen für variabel verzinsliche bevorrechtigte nicht nachrangige Schuldverschreibungen] [A3. Anleihebedingungen für Nullkupon bevorrechtigte nicht nachrangige Schuldverschreibungen] [A4. Anleihebedingungen für fest- zu variabel verzinsliche bevorrechtigte nicht nachrangige Schuldverschreibungen] [B1. Anleihebedingungen für festverzinsliche bevorrechtigte nicht nachrangige Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten)] [B2. Anleihebedingungen für variabel verzinsliche bevorrechtigte nicht nachrangige Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten)] [C1. Anleihebedingungen für festverzinsliche nicht bevorrechtigte nicht nachrangige Schuldverschreibungen] [C2. Anleihebedingungen für variabel verzinsliche nicht bevorrechtigte nicht nachrangige Schuldverschreibungen] [D1. Anleihebedingungen für festverzinsliche nachrangige Schuldverschreibungen] [D2. Anleihebedingungen für variabel verzinsliche nachrangige Schuldverschreibungen] [D3. Anleihebedingungen für fest- zu variabel verzinsliche nachrangige Schuldverschreibungen] (die "**Anleihebedingungen**") zu lesen, die im Prospekt enthalten sind. Begriffe, die in diesem TEIL I dieser Endgültigen Bedingungen nicht anders lautend definiert sind, haben die gleiche Bedeutung, wie sie in den Anleihebedingungen festgelegt sind.*

All references in this PART I of these Final Terms to numbered paragraphs and sub-paragraphs are to paragraphs and sub-paragraphs of the Terms and Conditions.

Bezugnahmen in diesem TEIL I dieser Endgültigen Bedingungen auf Paragraphen und Absätze beziehen sich auf die Paragraphen und Absätze der Anleihebedingungen.

The provisions in this PART I of these Final Terms and the Terms and Conditions, taken together, shall constitute the terms and conditions applicable to the Tranche of Notes (the "**Conditions**").

*Die Angaben in diesem TEIL I dieser Endgültigen Bedingungen zusammengekommen mit den Bestimmungen der Anleihebedingungen stellen die für die Tranche von Schuldverschreibungen anwendbaren Bedingungen dar (die "**Bedingungen**").*

⁴⁵ All non-applicable information in relation to the Notes may be deleted from this PART I of these Final Terms.
Alle nicht anwendbaren Informationen in Bezug auf die Schuldverschreibungen können aus diesem TEIL I dieser Endgültigen Bedingungen gestrichen werden.

[The following alternative wording applies, if the first tranche of an issue, which is being increased, was issued under the Debt Issuance Programme Prospectus dated 1 June 2018:

Der folgende alternative Wortlaut gilt, falls die erste Tranche einer aufzustockenden Emission unter dem Debt Issuance Programme Prospekt vom 1. Juni 2018 begeben wurde:

This PART I of these Final Terms is to be read in conjunction with the [A1. Terms and Conditions of Fixed Rate Preferred Senior Notes] [A2. Terms and Conditions of Floating Rate Preferred Senior Notes] [A3. Terms and Conditions of Zero Coupon Preferred Senior Notes] [A4. Terms and Conditions of Fixed to Floating Rate Preferred Senior Notes] [B1. Terms and Conditions of Fixed Rate Non-Preferred Senior Notes] [B2. Terms and Conditions of Floating Rate Non-Preferred Senior Notes] [C1. Terms and Conditions of Fixed Rate Subordinated Notes] [C2. Terms and Conditions of Floating Rate Subordinated Notes] [C3. Terms and Conditions of Fixed to Floating Rate Subordinated Notes] (the "**Terms and Conditions**") set forth in the Debt Issuance Programme Prospectus dated 1 June 2018 and incorporated by reference into the Prospectus. Capitalised Terms not otherwise defined in this PART I of these Final Terms shall have the same meanings specified in the Terms and Conditions which are extracted from the Debt Issuance Programme Prospectus dated 1 June 2018.

*Dieser TEIL I dieser Endgültigen Bedingungen ist in Verbindung mit den [A1. Anleihebedingungen für festverzinsliche bevorrechtigte nicht nachrangige Schuldverschreibungen] [A2. Anleihebedingungen für variabel verzinsliche bevorrechtigte nicht nachrangige Schuldverschreibungen] [A3. Anleihebedingungen für Nullkupon bevorrechtigte nicht nachrangige Schuldverschreibungen] [A4. Anleihebedingungen für fest- zu variabel verzinsliche bevorrechtigte nicht nachrangige Schuldverschreibungen] [B1. Anleihebedingungen für festverzinsliche nicht bevorrechtigte nicht nachrangige Schuldverschreibungen] [B2. Anleihebedingungen für variabel verzinsliche nicht bevorrechtigte nicht nachrangige Schuldverschreibungen] [C1. Anleihebedingungen für festverzinsliche Nachrangige Schuldverschreibungen] [C2. Anleihebedingungen für variabel verzinsliche Nachrangige Schuldverschreibungen] [C3. Anleihebedingungen für fest- zu variabel verzinsliche Nachrangige Schuldverschreibungen] (die "**Anleihebedingungen**") zu lesen, die im Debt Issuance Programme Prospekt vom 1. Juni 2018 enthalten und in den Prospekt per Verweis einbezogen sind. Begriffe, die in diesem TEIL I dieser Endgültigen Bedingungen nicht anders lautend definiert sind, haben die gleiche Bedeutung, wie sie in den Anleihebedingungen aus dem Debt Issuance Programme Prospekt vom 1. Juni 2018 festgelegt sind.*

The provisions in this PART I of these Final Terms and the Terms and Conditions set forth in the Debt Issuance Programme Prospectus dated 1 June 2018, taken together, shall constitute the terms and conditions applicable to the Tranche of Notes (the "**Conditions**").

*Die Angaben in diesem TEIL I dieser Endgültigen Bedingungen, zusammengekommen mit den Bestimmungen der im Debt Issuance Programme Prospekt vom 1. Juni 2018 enthaltenen Anleihebedingungen, stellen die für die Tranche von Schuldverschreibungen anwendbaren Bedingungen dar (die "**Bedingungen**").]*

Language of Conditions⁴⁶**Sprache der Bedingungen**

- German only⁴⁷
ausschließlich Deutsch
- English only
ausschließlich Englisch
- German and English (German text controlling and binding)
Deutsch und Englisch (deutscher Text maßgeblich und bindend)
- English and German (English text controlling and binding)
Englisch und Deutsch (englischer Text maßgeblich und bindend)

§ 1 CURRENCY / DENOMINATION / FORM / DEFINITIONS**§ 1 WÄHRUNG / STÜCKELUNG / FORM / DEFINITIONEN****▪ Sub-paragraph (1)****Absatz (1)**

- Preferred Senior Notes
Bevorrechtigte Nicht Nachrangige Schuldverschreibungen
- Preferred Senior Notes (with eligible liabilities criteria)
Bevorrechtigte Nicht Nachrangige Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten)
- Non-Preferred Senior Notes
Nicht Bevorrechtigte Nicht Nachrangige Schuldverschreibungen
- Subordinated Notes
Nachrangige Schuldverschreibungen

Currency and Denomination**Währung und Stückelung**

Currency <i>Währung</i>	[euro ("EUR")][U.S. dollar ("USD")][● ("●")] [Euro ("EUR")][US-Dollar ("USD")][● ("●")]
Aggregate Principal Amount <i>Gesamtnennbetrag</i>	[EUR][USD][●] [EUR][USD][●]
Specified Denomination/Principal Amount ⁴⁸ <i>Festgelegte Stückelung/Nennbetrag</i>	[EUR][USD][●][1,000][2,000][100,000][200,000][●] [EUR][USD][●][1.000][2.000][100.000][200.000][●]

⁴⁶ To be determined in consultation with the Issuer. It is anticipated that, subject to any stock exchange or legal requirements applicable from time to time, and unless otherwise agreed, in the case of Notes publicly offered, in whole or in part, in the Federal Republic of Germany, or distributed, in whole or in part, to non-qualified investors in the Federal Republic of Germany, German will be the controlling language. If, in the event of such public offer or distribution to non-qualified investors, however, English is chosen as the controlling language, a German language translation of the Conditions will be available from the principal office of the Fiscal Agent.

In Abstimmung mit der Emittentin festzulegen. Es wird erwartet, dass vorbehaltlich geltender Börsen- oder anderer Bestimmungen und soweit nichts anderes vereinbart ist, die deutsche Sprache für Schuldverschreibungen maßgeblich sein wird, die insgesamt oder teilweise öffentlich zum Verkauf in der Bundesrepublik Deutschland angeboten oder an nicht-qualifizierte Anleger in der Bundesrepublik Deutschland verkauft werden. Falls bei einem solchen öffentlichen Verkaufsangebot oder Verkauf an nicht-qualifizierte Anleger die englische Sprache als maßgeblich bestimmt wird, wird eine deutschsprachige Übersetzung der Bedingungen bei der Hauptniederlassung der Emissionsstelle erhältlich sein.

⁴⁷ Use only in the case of Notes not publicly offered and/or not intended to be listed on any regulated market within the European Economic Area.

Nur im Fall von Schuldverschreibungen zu nutzen, die nicht öffentlich angeboten und nicht an einem regulierten Markt innerhalb des Europäischen Wirtschaftsraums zum Handel zugelassen werden sollen.

⁴⁸ The minimum denomination of the Notes will be, if in euro, EUR 1,000, if in any currency other than euro, in an amount in such other currency equal to or exceeding the equivalent of EUR 1,000 at the time of the issue of the Notes.
Die Mindeststückelung der Schuldverschreibungen beträgt, wenn sie in Euro begeben werden, EUR 1.000, bzw. entspricht, falls sie in einer anderen Währung als Euro begeben werden, einem Betrag in dieser anderen Währung, der zur Zeit der Begebung der Schuldverschreibungen dem Gegenwert von EUR 1.000 gleichkommt oder diesen übersteigt.

- **Sub-paragraph (3)**
Absatz (3)
- Permanent Global Note
Dauerglobalurkunde
- **Sub-paragraph (4)**
Absatz (4)
- Temporary Global Note exchangeable for a Permanent Global Note
Vorläufige Globalurkunde austauschbar gegen eine Dauerglobalurkunde
- **Sub-paragraph (5)**
Absatz (5)

Clearing System
Clearing System

- Clearstream Banking AG
- Clearstream Banking S.A.
- Euroclear Bank SA/NV
- Global Note⁴⁹
Globalurkunde
 - Classical Global Note (CGN)
 - New Global Note (NGN)

§ 2 INTEREST

§ 2 ZINSEN

Fixed Rate Notes ***Festverzinsliche Schuldverschreibungen***

- **[Sub-paragraph (1)]**
Absatz (1)

Fixed Rate of Interest throughout the entire term of the Notes and Interest Payment Dates
Fester Zinssatz für die gesamte Laufzeit der Schuldverschreibungen und Zinszahlungstage

Rate of Interest <i>Zinssatz</i>	[[•] per cent per annum] [[•] % p.a.]
Interest Commencement Date <i>Verzinsungsbeginn</i>	[•] [•]
Interest Payment Date(s) <i>Zinszahlungstag(e)</i>	[•] [•]
First Interest Payment Date <i>Erster Zinszahlungstag</i>	[•] [•]
Initial broken interest amount per Specified Denomination <i>Anfänglicher Bruchteilszinsbetrag für die festgelegte Stückelung</i>	[•] [•]
Initial broken interest amount per aggregate principal amount <i>Anfänglicher Bruchteilszinsbetrag bezogen auf den Gesamtnennbetrag</i>	[•] [•]

⁴⁹ Only to be completed in case of Notes which are kept in custody on behalf of the ICSDs.
Nur auszufüllen für Schuldverschreibungen, die im Namen der ICSDs verwahrt werden.

Interest Payment Date preceding the Maturity Date⁵⁰ [•]
Zinszahlungstag, der dem Endfälligkeitstag vorangeht [•]

Final broken interest amount per Specified Denomination [•]
Abschließender Bruchteilszinsbetrag für die festgelegte Stückelung [•]

Final broken interest amount per aggregate principal amount [•]
Abschließender Bruchteilszinsbetrag bezogen auf den Gesamtnennbetrag [•]

▪ **[Sub-paragraph (2)]**
Absatz (2)

Fixed Rates of Interest that step up and/or step down over the term of the Notes and Interest Payment Dates

Feste, über die Laufzeit der Schuldverschreibungen stufenweise steigende und/oder fallende Zinssätze und Zinszahlungstage

Rates of Interest [•] per cent per annum from [•] (inclusive)
to [•] (exclusive)
[•] per cent per annum from [•] (inclusive)
to [•] (exclusive)
[•]

Zinssätze [•] % p.a. vom [•] (einschließlich)
bis [•] (ausschließlich)
[•] % p.a. vom [•] (einschließlich)
bis [•] (ausschließlich)
[•]

Interest Commencement Date [•]
Verzinsungsbeginn [•]

Interest Payment Date(s) [•]
Zinszahlungstag(e) [•]

First Interest Payment Date [•]
Erster Zinszahlungstag [•]

Initial broken interest amount per Specified Denomination [•]
Anfänglicher Bruchteilszinsbetrag für die festgelegte Stückelung [•]

Initial broken interest amount per aggregate principal amount [•]
Anfänglicher Bruchteilszinsbetrag bezogen auf den Gesamtnennbetrag [•]

Interest Payment Date preceding the Maturity Date⁵¹ [•]
Zinszahlungstag, der dem Endfälligkeitstag vorangeht [•]

Final broken interest amount per Specified Denomination [•]
Abschließender Bruchteilszinsbetrag für die festgelegte Stückelung [•]

Final broken interest amount per aggregate principal amount [•]
Abschließender Bruchteilszinsbetrag bezogen auf den Gesamtnennbetrag [•]

▪ **Sub-paragraph [(2)] [(3)]**
Absatz [(2)] [(3)]

Business Day Convention
Geschäftstagekonvention

- Modified Following Business Day Convention

⁵⁰ Only to be specified in case of a short/long last coupon.
Nur im Falle eines kurzen/langen letzten Kupons anzugeben.

⁵¹ Only to be specified in case of a short/long last coupon.
Nur im Falle eines kurzen/langen letzten Kupons anzugeben.

Modifizierte Folgender Geschäftstag-Konvention

- FRN Convention [•] [months/other – specify]
FRN-Konvention [•] [Monate/andere – angeben]
- Following Business Day Convention
Folgender Geschäftstag-Konvention
- Preceding Business Day Convention
Vorausgegangener Geschäftstag-Konvention
- Adjustment of Interest
Anpassung der Zinsen
- No Adjustment of Interest
Keine Anpassung der Zinsen

**Business Day
Geschäftstag**

- Clearing System and TARGET2
Clearing System und TARGET2
- Clearing System and Principal Financial Centre [London] [New York] [•]
Clearing System und Hauptfinanzzentrum [London] [New York] [•]
- **Sub-paragraph [(5)] [(6)]**
Absatz [(5)] [(6)]

**Day Count Fraction
Zinstagequotient**

- Actual/Actual (ICMA Rule / *Regelung 251*)
ICMA Determination Date(s)⁵²: [•] [in each year]
ICMA-Feststellungstag(e): [•] [eines jeden Jahres]
Number of ICMA Determination Dates in one calendar year: [•]
Anzahl der ICMA-Feststellungstage in einem Kalenderjahr: [•]
- Actual/365 (Fixed)
- Actual/365 (Sterling)
- Actual/360
- 30/360, 360/360 or / *oder* Bond Basis
- 30E/360 or / *oder* Eurobond Basis]

 Floating Rate Notes
Variabel verzinsliche Schuldverschreibungen**Sub-paragraph (1)**
Absatz (1)

⁵² Insert regular interest payment dates (Day, Month) ignoring the interest commencement date or the Maturity Date in the case of a long or short first or last interest period.
Einzusetzen sind die regulären Zinszahlungstage (Tag, Monat), wobei im Fall einer langen oder kurzen ersten beziehungsweise letzten Zinsperiode der Verzinsungsbeginn beziehungsweise der Endfälligkeitstag nicht zu berücksichtigen sind.

Floating Rate of Interest and Interest Payment Dates
Variabler Zinssatz und Zinszahlungstage

Interest Commencement Date [•]
 Verzinsungsbeginn [•]

Interest Payment Date(s) [•]
 Zinszahlungstag(e) [•]

First Interest Payment Date [•]
 Erster Zinszahlungstag [•]

▪ **Sub-paragraph (2)**
Absatz (2)

Business Day Convention
Geschäftstagekonvention

Modified Following Business Day Convention
 Modifizierte Folgender Geschäftstag-Konvention

FRN Convention
 FRN-Konvention

[•] [months/other – specify]
 [•] [Monate/andere – angeben]

Following Business Day Convention
 Folgender Geschäftstag-Konvention

Preceding Business Day Convention
 Vorausgegangener Geschäftstag-Konvention

Adjustment of Interest
 Anpassung der Zinsen

No Adjustment of Interest
 Keine Anpassung der Zinsen

Business Day
Geschäftstag

Clearing System and TARGET2
 Clearing System und TARGET2

Clearing System and Principal Financial Centre [London] [New York] [•]
 Clearing System und Hauptfinanzzentrum [London] [New York] [•]

▪ **Sub-paragraph (3)**
Absatz (3)

Interest Period [1] [2] [3] [6] [9] [12] month[s] [•] [[1] [•] year[s]]
 Zinsperiode [1] [2] [3] [6] [9] [12] Monat[e] [•] [[1] [•] Jahr[e]]

▪ **Sub-paragraph (4)**
Absatz (4)

Reference Rate of Interest
Referenzzinssatz

▪ **[Sub-paragraph (4) (a) (i)]**
Absatz (4) (a) (i)

EURIBOR rate [•] [1] [3] [6] [12] -month-EURIBOR [•]
 EURIBOR Satz [•] [1] [3] [6] [12] -Monats-EURIBOR [•]

- Factor
Faktor
[••] [• per cent]
[•,•] [• %]
- Margin
Marge
[•] per cent per annum
[•] % p.a.
 - plus
Plus
 - minus
Minus
- Minimum Rate of Interest
Mindestzinssatz
[•] per cent per annum
[•] % p.a.
- Maximum Rate of Interest
Höchstzinssatz
[•] per cent per annum
[•] % p.a.
- Sub-paragraph (4) (a) (ii)**
Absatz (4) (a) (ii)

Interest Determination Date
Zinsermittlungstag
[second] [•] TARGET2 Business Day prior to
commencement of the relevant Interest Period
[zweiter] [•] TARGET2 Geschäftstag vor
Beginn der jeweiligen Zinsperiode

Screen page
Bildschirmseite
[Reuters page EURIBOR01] [•]
[Reuters Seite EURIBOR01] [•]
 - [Sub-paragraph (4) (b) (i)]**
Absatz (4) (b) (i)

LIBOR rate [•]
LIBOR Satz [•]
[1] [2] [3] [6] [12] -month-[USD] [•]-LIBOR [•]
[1] [2] [3] [6] [12] -Monats-[USD] [•]-LIBOR [•]

Factor
Faktor
[••] [• per cent]
[•,•] [• %]

Margin
Marge
[•] per cent per annum
[•] % p.a.
 - plus
Plus
 - minus
Minus

Minimum Rate of Interest
Mindestzinssatz
[•] per cent per annum
[•] % p.a.

Maximum Rate of Interest
Höchstzinssatz
[•] per cent per annum
[•] % p.a.
 - Sub-paragraph (4) (b) (ii)**
Absatz (4) (b) (ii)

Interest Determination Date
Zinsermittlungstag
[[second] [•] [London] [and]
[New York] [•] Business Day prior to
commencement] [first day] of the relevant
Interest Period
[[zweiter] [•] [Londoner] [und]

*[New Yorker] [•] Geschäftstag vor Beginn
[erster Tag] der jeweiligen Zinsperiode*

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*[Reuters page [LIBOR01] [LIBOR02]] [•]
[Reuters Seite [LIBOR01] [LIBOR02]] [•]]*

▪ **[Sub-paragraph (4) (c) (i)
Absatz (4) (c) (i)]**

CMS Rate [•]

*[10] [•]-Year Swap Rate (the middle swap rate
against the [3] [6] [•] [-month-EURIBOR]
[-month-[USD][•]-LIBOR] [•])*

CMS Satz [•]

*[10] [•]-Jahres-Swapsatz (der mittlere Swapsatz
gegen den [3] [6] [•] [-Monats-EURIBOR]
[-Monats-[USD][•]-LIBOR] [•])*

Factor
Faktor

*[•.] [• per cent]
[•.] [• %]*

Margin
Marge

*[•] per cent per annum
[•] % p.a.*

plus
Plus

minus
Minus

Minimum Rate of Interest
Mindestzinssatz

*[•] per cent per annum
[•] % p.a.*

Maximum Rate of Interest
Höchstzinssatz

*[•] per cent per annum
[•] % p.a.*

▪ **[Sub-paragraph (4) (c) (ii)
Absatz (4) (c) (ii)]**

Interest Determination Date
Zinsermittlungstag

*[second] [•] [TARGET2] [New York] [•] Business Day prior to
commencement of the relevant Interest Period
[zweiter] [•] [TARGET2] [New Yorker] [•] Geschäftstag vor
Beginn der jeweiligen Zinsperiode*

Screen page
Bildschirmseite

*[Reuters page [ICESWAP1 [at about 11:00 a.m. (New York time)] [•]]
[ICESWAP2 [at about 11:00 a.m. (Frankfurt time)] [•]] [•]
[Reuters Seite [ICESWAP1 [um ca. 11.00 Uhr (New Yorker Zeit)] [•]]
[ICESWAP2 [um ca. 11.00 Uhr (Frankfurter Zeit)] [•]] [•]]*

▪ **[Sub-paragraph (4) (d) (i)
Absatz (4) (d) (i)]**

Difference between two CMS rates [•]
Differenz zwischen zwei CMS Sätzen [•]

*Difference between the [10] [•]-Year Swap Rate and the [2] [•]-Year Swap Rate
Differenz zwischen dem [10] [•]-Jahres-Swapsatz und dem [2] [•]-Jahres-Swapsatz*

Swap Rates

*[10] [•]-Year Swap Rate (the middle swap rate
against the [3] [6] [•] [-month-EURIBOR]
[-month-[USD][•]-LIBOR] [•])
[2] [•]-Year Swap Rate (the middle swap rate
against the [3] [6] [•] [-month-EURIBOR]
[-month-[USD][•]-LIBOR] [•])*

- Swap-Sätze
- [10] [•]-Jahres-Swap-Satz (der mittlere Swap-Satz gegen den [3] [6] [•] [-Monats-EURIBOR] [-Monats-[USD]][•]-LIBOR] [•])
- [2] [•]-Jahres-Swap-Satz (der mittlere Swap-Satz gegen den [3] [6] [•] [-Monats-EURIBOR] [-Monats-[USD]][•]-LIBOR] [•])
- Factor
Faktor [•.] [• per cent]
[•.] [• %]
- Margin
Marge [•] per cent per annum
[•] % p.a.
- plus
plus
- minus
Minus
- Minimum Rate of Interest
Mindestzinssatz [•] per cent per annum
[•] % p.a.
- Maximum Rate of Interest
Höchstzinssatz [•] per cent per annum
[•] % p.a.
- **Sub-paragraph (4) (d) (ii)**
Absatz (4) (d) (ii)
- Interest Determination Date [second] [•] [TARGET2] [New York] [•] Business Day prior to commencement of the relevant Interest Period
Zinsermittlungstag [zweiter] [•] [TARGET2] [New Yorker] [•] Geschäftstag vor Beginn der jeweiligen Zinsperiode
- Screen page [Reuters page [ICESWAP1 [at about 11:00 a.m. (New York time)] [•]] [•]]
[ICESWAP2 [at about 11:00 a.m. (Frankfurt time)] [•]] [•]
Bildschirmseite [Reuters Seite [ICESWAP1 [um ca. 11.00 Uhr (New Yorker Zeit)] [•]] [•]]
[ICESWAP2 [um ca. 11.00 Uhr (Frankfurter Zeit)] [•]] [•]]
- **Sub-paragraph (5)**
Absatz (5)
- Interest Amount**
Zinsbetrag
- calculated by applying the Floating Rate of Interest to the aggregate principal amount
berechnet durch Bezugnahme des variablen Zinssatzes auf den Gesamtnennbetrag
- calculated by applying the Floating Rate of Interest to the Specified Denomination
berechnet durch Bezugnahme des variablen Zinssatzes auf die Festgelegte Stückelung
- **Sub-paragraph (6)**
Absatz (6)
- Day Count Fraction**
Zinstagequotient
- Actual/Actual (ICMA Rule / Regelung 251)

- ICMA Determination Date(s)⁵³: [•] [in each year]
 ICMA-Feststellungstag(e): [•] [eines jeden Jahres]
- Number of ICMA Determination Dates in one calendar year: [•]
 Anzahl der ICMA-Feststellungstage in einem Kalenderjahr: [•]
- Actual/365 (Fixed)
- Actual/365 (Sterling)
- Actual/360
- 30/360, 360/360 or / oder Bond Basis
- 30E/360 or / oder Eurobond Basis]
- Zero Coupon Notes**
Nullkupon Schuldverschreibungen
- **Sub-paragraph (1)**
Absatz (1)
- Issue Date: [•]
 Valutierungstag: [•]
- Discount Basis
 Abgezinst
 Discount Rate [•] per cent per annum
 Diskontierungssatz [•] % p.a.
- **Sub-paragraph (2)**
Absatz (2)
- Issue Date: [•]
 Valutierungstag: [•]
- Accrued Interest Basis
 Aufgezinst
 Amortisation Yield [•] per cent per annum
 Aufzinsungssatz [•] % p.a.
- **Sub-paragraph (3)**
Absatz (3)
- Day Count Fraction**
Zinstagequotient
- Actual/Actual (ICMA Rule / Regelung 251)
- ICMA Determination Date(s)⁵⁴: [•] [in each year]
 ICMA-Feststellungstag(e): [•] [eines jeden Jahres]
- Number of ICMA Determination Dates in one calendar year: [•]
 Anzahl der ICMA-Feststellungstage in einem Kalenderjahr: [•]
- Actual/365 (Fixed)
- Actual/365 (Sterling)
- Actual/360

⁵³ Insert regular interest payment dates (Day, Month) ignoring the interest commencement date or the Maturity Date in the case of a long or short first or last interest period.
 Einzusetzen sind die regulären Zinszahlungstage (Tag, Monat), wobei im Fall einer langen oder kurzen ersten beziehungsweise letzten Zinsperiode der Verzinsungsbeginn beziehungsweise der Endfälligkeitstag nicht zu berücksichtigen sind.

⁵⁴ (Day, Month)
 (Tag, Monat)

- 30/360, 360/360 or / oder Bond Basis
- 30E/360 or / oder Eurobond Basis]

Fixed to Floating Rate Notes
Fest- zu variabel verzinsliche Schuldverschreibungen

- **Sub-paragraph (1)**
Absatz (1)

Rate of Interest
Zinssatz

Interest Commencement Date [•]
Verzinsungsbeginn [•]

- **Sub-paragraph (2)**
Absatz (2)

Fixed Rate of Interest and Fixed Interest Payment Dates
Fester Zinssatz und Zinszahlungstage für Festzins

Rate of Interest [•] per cent per annum
Zinssatz [•] % p.a.

Fixed Interest Payment Date(s) [•]
Zinszahlungstag(e) für Festzins [•]

First Fixed Interest Payment Date [•]
Erster Zinszahlungstag für Festzins [•]

Initial broken interest amount per Specified Denomination [•]
Anfänglicher Bruchteilszinsbetrag für die festgelegte Stückelung [•]

Initial broken interest amount per aggregate principal amount [•]
Anfänglicher Bruchteilszinsbetrag bezogen auf den Gesamtnennbetrag [•]

Last Fixed Interest Payment Date⁵⁵ [•]
Letzter Zinszahlungstag für Festzins [•]

Final broken interest amount per Specified Denomination [•]
Abschließender Bruchteilszinsbetrag für die festgelegte Stückelung [•]

Final broken interest amount per aggregate principal amount [•]
Abschließender Bruchteilszinsbetrag bezogen auf den Gesamtnennbetrag [•]

- **Sub-paragraph (2) (a)**
Absatz (2) (a)

Business Day Convention
Geschäftstagekonvention

Modified Following Business Day Convention
Modifizierte Folgender Geschäftstag-Konvention

FRN Convention [•] [months/other – specify]
FRN-Konvention [•] [Monate/andere – angeben]

Following Business Day Convention
Folgender Geschäftstag-Konvention

Preceding Business Day Convention
Vorausgegangener Geschäftstag-Konvention

⁵⁵ Always to be stated.
Immer anzugeben.

- Adjustment of Interest
Anpassung der Zinsen
- No Adjustment of Interest
Keine Anpassung der Zinsen

Business Day
Geschäftstag

- Clearing System and TARGET2
Clearing System und TARGET2
- Clearing System and Principal Financial Centre
Clearing System und Hauptfinanzzentrum [London] [New York] [•]
[London] [New York] [•]

▪ **Sub-paragraph (2) (c)**
Absatz (2) (c)

Day Count Fraction for fixed interest periods
Zinstagequotient für Festzinsperioden

- Actual/Actual (ICMA Rule / *Regelung 251*)
ICMA Determination Date(s)⁵⁶: [•] [in each year]
ICMA-Feststellungstag(e): [•] [eines jeden Jahres]
Number of ICMA Determination Dates in one calendar year: [•]
Anzahl der ICMA-Feststellungstage in einem Kalenderjahr: [•]
- Actual/365 (Fixed)
- Actual/365 (Sterling)
- Actual/360
- 30/360, 360/360 or / *oder* Bond Basis
- 30E/360 or / *oder* Eurobond Basis

▪ **Sub-paragraph (3)**
Absatz (3)

Floating Rate of Interest and Floating Interest Payment Dates
Variabler Zinssatz und Zinszahlungstage für Variablen Zins

- Floating Interest Payment Date(s) [•]
Zinszahlungstag(e) für Variablen Zins [•]
- First Floating Interest Payment Date [•]
Erster Zinszahlungstag für Variablen Zins [•]

⁵⁶ Insert regular interest payment dates (Day, Month) ignoring the interest commencement date or the last fixed interest payment Date in the case of a long or short first or last interest period.
Einzusetzen sind die regulären Zinszahlungstage (Tag, Monat), wobei im Fall einer langen oder kurzen ersten beziehungsweise letzten Zinsperiode der Verzinsungsbeginn beziehungsweise der letzte Zinszahlungstag für Festzins nicht zu berücksichtigen sind.

▪ **Sub-paragraph (3) (a)**
Absatz (3) (a)

Business Day Convention
Geschäftstagekonvention

- Modified Following Business Day Convention
Modifizierte Folgender Geschäftstag-Konvention
- FRN Convention
FRN-Konvention
- Following Business Day Convention
Folgender Geschäftstag-Konvention
- Preceding Business Day Convention
Vorausgegangener Geschäftstag-Konvention

- Adjustment of Interest
Anpassung der Zinsen
- No Adjustment of Interest
Keine Anpassung der Zinsen

[•] [months/other – specify]
[•] [Monate/andere – angeben]

Business Day
Geschäftstag

- Clearing System and TARGET2
Clearing System und TARGET2
- Clearing System and Principal Financial Centre
Clearing System und Hauptfinanzzentrum

[London] [New York] [•]
[London] [New York] [•]

▪ **Sub-paragraph (3) (b)**
Absatz (3) (b)

Interest Period
Zinsperiode

[1] [2] [3] [6] [9] [12] month[s] [•] [[1] [•] year[s]]
[1] [2] [3] [6] [9] [12] Monat[e] [•] [[1] [•] Jahr[e]

▪ **Sub-paragraph (3) (c)**
Absatz (3) (c)

Reference Rate of Interest
Referenzzinssatz

▪ **[Sub-paragraph (3) (c) (aa) (i)]**
Absatz (3) (c) (aa) (i)

- EURIBOR rate [•]
EURIBOR Satz [•]
- Factor
Faktor
- Margin
Marge

- plus
Plus
- minus
Minus

[1] [3] [6] [12] -month-EURIBOR [•]
[1] [3] [6] [12] -Monats-EURIBOR [•]

[•.] [• per cent]
[•.] [• %]

[•] per cent per annum
[•] % p.a.

- Minimum Rate of Interest
Mindestzinssatz [•] per cent per annum
[•] % p.a.
- Maximum Rate of Interest
Höchstzinssatz [•] per cent per annum
[•] % p.a.
- Sub-paragraph (3) (c) (aa) (ii)**
Absatz (3) (c) (aa) (ii)
 - Interest Determination Date
Zinsermittlungstag [second] [•] TARGET2 Business Day prior to commencement of the relevant Interest Period
[zweiter] [•] TARGET2 Geschäftstag vor Beginn der jeweiligen Zinsperiode
 - Screen page
Bildschirmseite [Reuters page EURIBOR01] [•]
[Reuters Seite EURIBOR01] [•]
- [Sub-paragraph (3) (c) (ab) (i)]**
Absatz (3) (c) (ab) (i)
 - LIBOR rate [•]
LIBOR Satz [•] [1] [2] [3] [6] [12] -month- [USD] [•]-LIBOR [•]
[1] [2] [3] [6] [12] -Monats- [USD] [•]-LIBOR [•]
 - Factor
Faktor [•.] [• per cent]
[•.] [• %]
 - Margin
Marge [•] per cent per annum
[•] % p.a.
 - plus
Plus
 - minus
Minus
 - Minimum Rate of Interest
Mindestzinssatz [•] per cent per annum
[•] % p.a.
 - Maximum Rate of Interest
Höchstzinssatz [•] per cent per annum
[•] % p.a.
- Sub-paragraph (3) (c) (ab) (ii)**
Absatz (3) (c) (ab) (ii)
 - Interest Determination Date
Zinsermittlungstag [[second] [•] [London] [and] [New York] [•] Business Day] prior to commencement] [first day] of the relevant Interest Period
[[zweiter] [•] [Londoner] [und] [New Yorker] [•] Geschäftstag] vor Beginn] [erster Tag] der jeweiligen Zinsperiode
 - Screen page
Bildschirmseite [Reuters page [LIBOR01] [LIBOR02]] [•]
[Reuters Seite [LIBOR01] [LIBOR02]] [•]
- [Sub-paragraph (3) (c) (ac) (i)]**
Absatz (3) (c) (ac) (i)
 - CMS Rate [•]
 [10] [•]-Year Swap Rate (the middle swap rate against the [3] [6] [•] [-month-EURIBOR] [-month-[USD]][•]-LIBOR] [•]

CMS Satz [•]	[10] [•]-Jahres-Swapsatz (der mittlere Swapsatz gegen den [3] [6] [•] [-Monats-EURIBOR] [-Monats-[USD]][•]-LIBOR) [•]
<input type="checkbox"/> Factor Faktor	[•.] [• per cent] [•,•] [• %]
<input type="checkbox"/> Margin Marge	[•] per cent per annum [•] % p.a.
<input type="checkbox"/> plus Plus	
<input type="checkbox"/> minus Minus	
<input type="checkbox"/> Minimum Rate of Interest Mindestzinssatz	[•] per cent per annum [•] % p.a.
<input type="checkbox"/> Maximum Rate of Interest Höchstzinssatz	[•] per cent per annum [•] % p.a.
▪ Sub-paragraph (3) (c) (ac) (ii) Absatz (3) (c) (ac) (ii)	
Interest Determination Date Zinsermittlungstag	[second] [•] [TARGET2] [New York] [•] Business Day prior to commencement of the relevant Interest Period [zweiter] [•] [TARGET2] [New Yorker] [•] Geschäftstag vor Beginn der jeweiligen Zinsperiode
Screen page Bildschirmseite	[Reuters page [ICESWAP1 [at about 11:00 a.m. (New York time)] [•]] [ICESWAP2 [at about 11:00 a.m. (Frankfurt time)] [•]] [•] [Reuters Seite [ICESWAP1 [um ca. 11.00 Uhr (New Yorker Zeit)] [•]] [ICESWAP2 [um ca. 11.00 Uhr (Frankfurter Zeit)] [•]] [•]] [•]]
▪ [Sub-paragraph (3) (c) (ad) (i)] Absatz (3) (c) (ad) (i)	
<input type="checkbox"/> Difference between two CMS rates [•] Differenz zwischen zwei CMS Sätzen [•]	
Difference between the [10] [•]-Year Swap Rate and the [2] [•]-Year Swap Rate Differenz zwischen dem [10] [•]-Jahres-Swapsatz und dem [2] [•]-Jahres-Swapsatz	
Swap Rates	[10] [•]-Year Swap Rate (the middle swap rate against the [3] [6] [•] [-month-EURIBOR] [-month-[USD]][•]-LIBOR) [•] [2] [•]-Year Swap Rate (the middle swap rate against the [3] [6] [•] [-month-EURIBOR] [-month-[USD]][•]-LIBOR) [•]
Swap-Sätze	[10] [•]-Jahres-Swap-Satz (der mittlere Swap-Satz gegen den [3] [6] [•] [-Monats-EURIBOR] [-Monats-[USD]][•]-LIBOR) [•] [2] [•]-Jahres-Swap-Satz (der mittlere Swap-Satz gegen den [3] [6] [•] [-Monats-EURIBOR] [-Monats-[USD]][•]-LIBOR) [•]
<input type="checkbox"/> Factor Faktor	[•.] [• per cent] [•,•] [• %]

- Margin [•] per cent per annum
Marge [•] % p.a.
- plus
plus
- minus
Minus
- Minimum Rate of Interest [•] per cent per annum
Mindestzinssatz [•] % p.a.
- Maximum Rate of Interest [•] per cent per annum
Höchstzinssatz [•] % p.a.
- **Sub-paragraph (3) (c) (ad) (ii)**
Absatz (3) (c) (ad) (ii)
- Interest Determination Date [second] [•] [TARGET2] [New York] [•] Business Day prior to
commencement of the relevant Interest Period
Zinsermittlungstag [zweiter] [•] [TARGET2] [New Yorker] [•] Geschäftstag vor
Beginn der jeweiligen Zinsperiode
- Screen page [Reuters page [ICESWAP1 [at about 11:00 a.m. (New York time)] [•]] [•]]
[ICESWAP2 [at about 11:00 a.m. (Frankfurt time)] [•]] [•]
Bildschirmseite [Reuters Seite [ICESWAP1 [um ca. 11.00 Uhr (New Yorker Zeit)] [•]] [•]]
[ICESWAP2 [um ca. 11.00 Uhr (Frankfurter Zeit)] [•]] [•]]
- **Sub-paragraph (3) (d)**
Absatz (3) (d)
- Interest Amount**
Zinsbetrag
- calculated by applying the Floating Rate of Interest to the aggregate principal amount
berechnet durch Bezugnahme des variablen Zinssatzes auf den Gesamtnennbetrag
- calculated by applying the Floating Rate of Interest to the Specified Denomination
berechnet durch Bezugnahme des variablen Zinssatzes auf die Festgelegte Stückelung
- **Sub-paragraph (3) (e)**
Absatz (3) (e)
- Day Count Fraction for floating interest periods**
Zinstagequotient für Zinsperioden variablen Zinses
- Actual/Actual (ICMA Rule / *Regelung 251*)
- ICMA Determination Date(s)⁵⁷: [•] [in each year]
ICMA-Feststellungstag(e): [•] [eines jeden Jahres]
- Number of ICMA Determination Dates in one calendar year: [•]
Anzahl der ICMA-Feststellungstage in einem Kalenderjahr: [•]
- Actual/365 (Fixed)

⁵⁷ Insert regular interest payment dates (Day, Month) ignoring the last fixed interest payment date or the Maturity Date in the case of a long or short first or last interest period.
Einzusetzen sind die regulären Zinszahlungstage (Tag, Monat), wobei im Fall einer langen oder kurzen ersten beziehungsweise letzten Zinsperiode der letzte Zinszahlungstag für Festzins beziehungsweise der Endfälligkeitstag nicht zu berücksichtigen sind.

- Actual/365 (Sterling)
- Actual/360
- 30/360, 360/360 or / oder Bond Basis
- 30E/360 or / oder Eurobond Basis]

§ 3 REDEMPTION

§ 3 RÜCKZAHLUNG

- **[[Sub-paragraph (1)
Absatz (1)]**

Maturity Date
Endfälligkeitstag

[•]
[•]]

- **[Sub-paragraph (2)⁵⁸
Absatz (2)**

Maturity Date
Endfälligkeitstag

[•]
[•]

[Final Redemption Amount (per Specified Denomination)
Rückzahlungsbetrag (für die Festgelegte Stückelung)

[•] [EUR] [•]
[•] [EUR] [•]]

[Final Redemption Amount (per Aggregate Principal Amount)
Rückzahlungsbetrag (zum Gesamtnennbetrag)

[•] [EUR] [•]
[•] [EUR] [•]]]

- **[Sub-paragraph (3)⁵⁹
Absatz (3)**

Business Day Convention Geschäftstagekonvention

- Modified Following Business Day Convention
Modifizierte Folgender Geschäftstag-Konvention
- Following Business Day Convention
Folgender Geschäftstag-Konvention
- No Adjustment of the amount of principal
Keine Anpassung des Kapitalbetrags

Business Day Geschäftstag

- Clearing System and TARGET2
Clearing System und TARGET2
- Clearing System and Principal Financial Centre
Clearing System und Hauptfinanzzentrum

[London] [New York] [•]
[London] [New York] [•]]

⁵⁸ Only to be completed in case of Zero Coupon Notes which bear accrued interest. The Final Redemption Amount will always be at least 100 per cent of the principal amount of the Zero Coupon Notes.
Nur auszufüllen für Nullkupon Schuldverschreibungen, die aufgezinst begeben werden. Der Rückzahlungsbetrag beträgt immer mindestens 100 % des Nennbetrags der Nullkupon Schuldverschreibungen.

⁵⁹ Only to be completed in case of Zero Coupon Notes.
Nur auszufüllen für Nullkupon Schuldverschreibungen.

**[§ 4 EARLY REDEMPTION
§ 4 VORZEITIGE RÜCKZAHLUNG**

▪ **[Sub-paragraph (1)
Absatz (1)**

□ **Early Redemption at the Option of the Issuer (Call Option)
Vorzeitige Rückzahlung nach Wahl der Emittentin (Call Option)**

Call Redemption Date[s] ⁶⁰ <i>Wahlrückzahlungstag[e] (Call)</i>	[•] [•]
Minimum Notice Period ⁶¹ <i>Mindestkündigungsfrist</i>	[•] Business Days [•] Geschäftstage
[Early Redemption Amount (per Specified Denomination) ⁶² <i>Vorzeitiger Rückzahlungsbetrag (für die Festgelegte Stückelung)</i>	[•] [EUR] [•] [•] [EUR] [•]
[Early Redemption Amount (per Aggregate Nominal Amount) ⁶³ <i>Vorzeitiger Rückzahlungsbetrag (zum Gesamtnennbetrag)</i>	[•] [EUR] [•] [•] [EUR] [•]
[Early Redemption Amount] ⁶⁴ <i>Vorzeitiger Rückzahlungsbetrag</i>	[•] per cent [•] %

▪ **[Sub-paragraph (2)
Absatz (2)**

□ **Early Redemption at the Option of a Holder (Put Option)⁶⁵
Vorzeitige Rückzahlung nach Wahl eines Gläubigers (Put Option)**

Put Redemption Date[s] <i>Wahlrückzahlungstag[e] (Put)</i>	[•] [•]
Minimum Notice Period ⁶⁶ <i>Mindestkündigungsfrist</i>	[•] Business Days [•] Geschäftstage
Early Redemption Amount ⁶⁷ <i>Vorzeitiger Rückzahlungsbetrag</i>	[•] [EUR] [•] [•] [•] [EUR] [•] [•]
Early Redemption Amount ⁶⁸	[•] per cent

⁶⁰ In the case of Subordinated Notes the first Call Redemption Date may not be earlier than 5 years after the Issue Date.
Im Fall von nachrangigen Schuldverschreibungen darf der erste Wahlrückzahlungstag frühestens 5 Jahre nach dem Valutierungstag liegen.

⁶¹ Clearstream Banking S.A. and Euroclear Bank SA/NV require a minimum notice period of 5 business days.

Clearstream Banking S.A. und Euroclear Bank SA/NV verlangen eine Mindestkündigungsfrist von 5 Geschäftstagen.

⁶² Only to be completed in case of Zero Coupon Notes

Nur auszufüllen für Nullkupon Schuldverschreibungen

⁶³ Only to be completed in case of Zero Coupon Notes

Nur auszufüllen für Nullkupon Schuldverschreibungen

⁶⁴ Only to be completed in case of Zero Coupon Notes.

Nur auszufüllen für Nullkupon Schuldverschreibungen.

⁶⁵ Not to be completed in case of preferred senior Notes (with eligible liabilities criteria), non-preferred senior Notes and Subordinated Notes.

Nicht auszufüllen für bevorrechtigte nicht nachrangige Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten), nicht bevorrechtigte nicht nachrangige Schuldverschreibungen und Nachrangige Schuldverschreibungen.

⁶⁶ Clearstream Banking S.A. and Euroclear Bank SA/NV require a minimum notice period of 5 business days.

Clearstream Banking S.A. und Euroclear Bank SA/NV verlangen eine Mindestkündigungsfrist von 5 Geschäftstagen.

⁶⁷ Only to be completed in case of Zero Coupon Notes.

Nur auszufüllen für Nullkupon Schuldverschreibungen.

⁶⁸ Only to be completed in case of Zero Coupon Notes.

Nur auszufüllen für Nullkupon Schuldverschreibungen.

Vorzeitiger Rückzahlungsbetrag

[•] %]

- **[Sub-paragraph (3)⁶⁹
Absatz (3)**
- No Early Redemption at the Option of the Issuer and/or a Holder
Keine Vorzeitige Rückzahlung nach Wahl der Emittentin und/oder eines Gläubigers]]**

§ 6 PAYMENTS / FISCAL AGENT / PAYING AGENT [/ CALCULATION AGENT]

§ 6 ZAHLUNGEN / EMISSIONSSTELLE / ZAHLSTELLE [/ BERECHNUNGSSTELLE]

- **Sub-paragraph (1)
Absatz (1)**

Fiscal Agent/specified office

Emissionsstelle/bezeichnete Geschäftsstelle

- Deutsche Bank Aktiengesellschaft

Taunusanlage 12
60325 Frankfurt am Main
Federal Republic of Germany

*Taunusanlage 12
60325 Frankfurt am Main
Bundesrepublik Deutschland*
- DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main

Platz der Republik
60325 Frankfurt am Main
Federal Republic of Germany

*Platz der Republik
60325 Frankfurt am Main
Bundesrepublik Deutschland*

Paying Agent[s]/specified office[s]

Zahlstelle[n]/bezeichnete Geschäftsstelle[n]

- DZ PRIVATBANK S.A.

4, rue Thomas Edison
L-1445 Strassen
Grand Duchy of Luxembourg

*4, rue Thomas Edison
L-1445 Strassen
Großherzogtum Luxemburg*
- Additional Paying Agent[s]

[•]
Zusätzliche Zahlstelle[n] [•]

⁶⁹ Not to be completed in case of preferred senior Notes (with eligible liabilities criteria), non-preferred senior Notes and Subordinated Notes.

Nicht auszufüllen für bevorrechtigte nicht nachrangige Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten), nicht bevorrechtigte nicht nachrangige Schuldverschreibungen und Nachrangige Schuldverschreibungen.

- **Sub-paragraph (4)**⁷⁰
Absatz (4)

Payment Date
Zahltag

- Clearing System and TARGET2
Clearing System und TARGET2
- Clearing System and Principal Financial Centre
Clearing System und Hauptfinanzzentrum [London] [New York] [•]
[London] [New York] [•]

- **[Sub-paragraph [(4)] [(6)]]**⁷¹
Absatz [(4)] [(6)]

Calculation Agent/specified office
Berechnungsstelle/bezeichnete Geschäftsstelle

- Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Federal Republic of Germany
Taunusanlage 12
60325 Frankfurt am Main
Bundesrepublik Deutschland
- DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main
Platz der Republik
60325 Frankfurt am Main
Federal Republic of Germany
Platz der Republik
60325 Frankfurt am Main
Bundesrepublik Deutschland
- Other (specify) [•]
sonstige (angeben) [•]

§ 9 TAXATION [/ EARLY REDEMPTION FOR REASONS OF TAXATION]
§ 9 STEUERN [/ VORZEITIGE RÜCKZAHLUNG AUS STEUERLICHEN GRÜNDEN]

- **[[Sub-paragraph (1)]**
Absatz (1)]
- No Gross-up provision
Keine Quellensteuerausgleichsklausel]
- **[Sub-paragraph (2)]**
Absatz (2)
- Gross-up provision⁷²
Quellensteuerausgleichsklausel

⁷⁰ Not to be completed in case of Zero Coupon Notes.
Nicht auszufüllen für Nullkupon Schuldverschreibungen.

⁷¹ Not to be completed in case of Fixed Rate Notes which are not denominated in Chinese Renminbi.
Nicht auszufüllen für festverzinsliche Schuldverschreibungen, die nicht in Chinesischen Renminbi denominiert sind.

⁷² Not to be completed in case of preferred senior Notes (with eligible liabilities criteria), non-preferred senior Notes and Subordinated Notes.
Nicht auszufüllen für bevorrechtigte nicht nachrangige Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten), nicht bevorrechtigte nicht nachrangige Schuldverschreibungen und Nachrangige Schuldverschreibungen.

- Early Redemption for Reasons of Taxation⁷³
Vorzeitige Rückzahlung aus steuerlichen Gründen]

[§ 11] [§ 12] NOTICES

[§ 11] [§ 12] BEKANNTMACHUNGEN

- **Sub-paragraph (1)**
Absatz (1)
- Federal Republic of Germany (Federal Gazette)
Bundesrepublik Deutschland (Bundesanzeiger)
- **Sub-paragraph (2) (a)**
Absatz (2) (a)
- [Grand Duchy of Luxembourg [(Luxemburger Wort)] [(Tageblatt (Luxemburg))]] [•]
[Großherzogtum Luxemburg [(Luxemburger Wort)] [(Tageblatt (Luxemburg))]] [•]
- **Sub-paragraph (2) (b)**
Absatz (2) (b)
- Website [of the Luxembourg Stock Exchange (www.bourse.lu)] [•]
Internetseite [der Luxemburger Wertpapierbörse (www.bourse.lu)] [•]
- **[Sub-paragraph (2) (c)]⁷⁴**
Absatz (2) (c)
- Clearing System
Clearing System]

⁷³ Not to be completed in case of preferred senior Notes (with eligible liabilities criteria), non-preferred senior Notes and Subordinated Notes.
Nicht auszufüllen für bevorrechtigte nicht nachrangige Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten), nicht bevorrechtigte nicht nachrangige Schuldverschreibungen und Nachrangige Schuldverschreibungen.

⁷⁴ Not to be completed in case of Fixed Rate Notes and Zero Coupon Notes.
Nicht auszufüllen für festverzinsliche Schuldverschreibungen und Nullkupon Schuldverschreibungen.

**[PART II/1: ADDITIONAL INFORMATION RELATED TO NOTES WITH A SPECIFIED
DENOMINATION OF LESS THAN EUR 100,000
TEIL II/1: ZUSÄTZLICHE ANGABEN BEZOGEN AUF SCHULDVERSCHREIBUNGEN MIT
EINER FESTGELEGTEN STÜCKELUNG VON WENIGER ALS EUR 100.000**

**A. ESSENTIAL INFORMATION
A. GRUNDLEGENDE ANGABEN**

**Interests of natural and legal persons involved in the issue / offer
*Interessen von Seiten natürlicher und juristischer Personen, die an der Emission / dem
Angebot beteiligt sind***

- not applicable
nicht anwendbar
- Certain of the Dealers appointed under the Programme and their affiliates have engaged, and may in future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer in the ordinary course of business. Save as discussed in the previous sentence, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.
Einzelne der unter dem Programm ernannten Platzeure und ihre Tochtergesellschaften haben Geschäfte mit der Emittentin im Investment Banking und/oder kommerziellen Bankgeschäft getätigt und können dies auch in Zukunft tun und Dienstleistungen für die Emittentin im Rahmen der gewöhnlichen Geschäftstätigkeit erbringen. Mit Ausnahme der im vorherigen Satz angesprochenen Interessen bestehen bei den an der Emission der Schuldverschreibungen beteiligten Personen nach Kenntnis der Emittentin keine Interessen, die für das Angebot bedeutsam sind.
- Other interest (specify)
Andere Interessen (angeben)

**Reasons for the offer and use of proceeds⁷⁵
*Gründe für das Angebot und Verwendung des Emissionserlöses***

[None] [specify details]
[Keine] [Einzelheiten angeben]

Estimated net issue proceeds	[EUR] [USD] [•] [•,000,000] [•]
<i>Geschätzter Netto-Emissionserlös</i>	<i>[EUR] [USD] [•] [•.000.000] [•]</i>

[The net issue proceeds from the Tranche of Notes will be used for financing the business of the Issuer.
Der Netto-Emissionserlös aus der Tranche der Schuldverschreibungen wird zur Finanzierung des Geschäfts der Emittentin verwendet.]

[The net issue proceeds from the Tranche of Notes will be used for financing the business of the Issuer while achieving the recognition of the Notes as eligible liabilities in accordance with regulatory requirements so as to ensure that the Issuer has sufficient loss absorbing and recapitalisation capacity.
Der Netto-Emissionserlös aus der Tranche von Schuldverschreibungen wird zur Finanzierung des Geschäfts der Emittentin verwendet unter Erreichung der Anerkennung der Schuldverschreibungen als berücksichtigungsfähige Verbindlichkeiten gemäß regulatorischer Anforderungen um sicherzustellen, dass die Emittentin über die erforderliche Verlustabsorptions- und Rekapitalisierungsfähigkeit verfügt.]⁷⁶

⁷⁵ If reasons for the offer are different from making profit and/or hedging certain risks include those reasons here.
Sofern die Gründe für das Angebot nicht in der Gewinnerzielung und/oder der Absicherung bestimmter Risiken bestehen, sind die Gründe hier anzugeben.

⁷⁶ To be inserted in case of preferred senior Notes (with eligible liabilities criteria), non-preferred senior Notes.
Im Fall von bevorrechtigten nicht nachrangigen Schuldverschreibungen (mit Merkmalen berücksichtigungsfähiger Verbindlichkeiten), nicht bevorrechtigten nicht nachrangigen Schuldverschreibungen einzufügen.

[The net issue proceeds from the issue of the subordinated Notes will be used to strengthen the capital base of DZ BANK AG to support the continuing growth of its business.⁷⁷

Der Netto-Emissionserlös aus der Emission der nachrangigen Schuldverschreibungen wird zur Stärkung des Eigenkapitals der DZ BANK AG verwendet, um das anhaltende Wachstum ihres Geschäfts zu unterstützen.]

[specify details, if there is a particular use of the net issue proceeds] [•]

[Einzelheiten angeben, wenn es eine bestimmte Verwendung des Netto-Emissionserlöses gibt]
[•]

Estimated total expenses of the issue
Geschätzte Gesamtkosten der Emission

[EUR] [USD] [•] [•,000,000] [•]
[EUR] [USD] [•] [•.000.000] [•]

B. INFORMATION CONCERNING THE NOTES TO BE OFFERED/ADMITTED TO TRADING B. ANGABEN ZU DEN ANZUBIETENDEN/ ZUM HANDEL ZUZULASSENDEN SCHULDVERSCHREIBUNGEN

Eurosystem eligibility

EZB-Fähigkeit

- Intended to be held in a manner which would allow Eurosystem eligibility (NGN)
Soll in EZB-fähiger Weise gehalten werden (NGN)
(The classification as ECB-eligible Notes may change after the Issue Date.)
(Die Einstufung als EZB-fähige Schuldverschreibungen kann sich nach dem Valutierungstag ändern.)
- Intended to be held in a manner which would allow Eurosystem eligibility
Soll in EZB-fähiger Weise gehalten werden
(The classification as ECB-eligible Notes may change after the Issue Date.)
(Die Einstufung als EZB-fähige Schuldverschreibungen kann sich nach dem Valutierungstag ändern.)
- Not intended to be held in a manner which would allow Eurosystem eligibility
Soll nicht in EZB-fähiger Weise gehalten werden

Securities Identification Numbers

Wertpapier-Kenn-Nummern

ISIN Code	[•]
<i>ISIN Code</i>	[•]
Common Code	[•]
<i>Common Code</i>	[•]
German Securities Code	[•]
<i>Deutsche Wertpapier-Kenn-Nummer (WKN)</i>	[•]
Any other securities number	[•]
<i>Sonstige Wertpapier-Kenn-Nummer</i>	[•]

Yield⁷⁸ [not applicable] [[•] per cent per annum]
Rendite [nicht anwendbar] [[•] % p.a.]

Historic Interest Rates⁷⁹ [not applicable]
Zinssätze der Vergangenheit [nicht anwendbar]

[Details of historic [EURIBOR] [[USD] [•]-LIBOR] [CMS (Constant Maturity Swap)] rates can be obtained from [www.emmi-benchmarks.eu/euribor-org/euribor-rates.html]
[www.theice.com/iba/historical-data] [•]

⁷⁷ Applicable for Subordinated Notes.

Bei nachrangigen Schuldverschreibungen anwendbar.

⁷⁸ Only applicable for Fixed Rate Notes, if such Notes are not redeemable prior to maturity.

Gilt nur für festverzinsliche Schuldverschreibungen, sofern diese Schuldverschreibungen nicht vor Endfälligkeit zurückgezahlt werden können.

⁷⁹ Only applicable for Floating Rate Notes or Notes with a floating interest rate component.

Nur bei variabel verzinslichen Schuldverschreibungen oder Schuldverschreibungen mit einer variablen Zinskomponente anwendbar.

Einzelheiten der Entwicklung der [EURIBOR] [[USD] [•]-LIBOR] [CMS (Constant Maturity Swap)]
Sätze in der Vergangenheit können abgerufen werden unter [www.emmi-benchmarks.eu/euribor-
org/euribor-rates.html] [www.theice.com/iba/historical-data] [•]]

C. TERMS AND CONDITIONS OF THE OFFER
C. BEDINGUNGEN UND KONDITIONEN DES ANGEBOTS

Conditions, offer statistics, expected time table and action required to apply for the offer
Bedingungen, Angebotsstatistiken, erwarteter Zeitplan und erforderliche Maßnahmen für das Angebot

Conditions to which the offer is subject

Bedingungen, denen das Angebot unterliegt

[None] [specify details]

[Keine] [Einzelheiten angeben]

[Public offer in [the Grand Duchy of Luxembourg][,] [and] [the Federal Republic of Germany][,] [and] [the Republic of Austria][,] [and] [the Kingdom of the Netherlands] [and] [Ireland] [•].

Öffentliches Angebot [im Großherzogtum Luxemburg][,] [und] [in der Bundesrepublik Deutschland][,] [und] [in der Republik Österreich][,] [und] [im Königreich der Niederlande] [und] [in Irland] [•].]

[During the subscription period from [•] to [•] (in each case including) the Issue Price of the Notes will be [•] per cent. The selling price of the Notes is free to trade after the expiry of the subscription period.

Während der Zeichnungsfrist vom [•] bis [•] (jeweils einschließlich) wird der Ausgabepreis der Schuldverschreibungen [•] % betragen. Nach Ablauf der Zeichnungsfrist ist der Verkaufspreis der Schuldverschreibungen freibleibend.]

[•]

Total amount of the issue/offer; if the amount is not fixed, description of the arrangements and time for announcing to the public the definitive amount of the offer

Gesamtbetrag der Emission/des Angebots. Ist der Betrag nicht festgelegt, Beschreibung der Vereinbarungen und des Zeitpunkts für die Ankündigung des endgültigen Angebotsbetrags an das Publikum

[EUR] [USD] [•] [•,000,000] [•] [specify details]

[EUR] [USD] [•] [•.000.000] [•] [Einzelheiten angeben]

The time period, including any possible amendments, during which the offer will be open and description of the application process

Frist – einschließlich etwaiger Änderungen – während der das Angebot vorliegt und Beschreibung des Prozesses für die Umsetzung des Angebots

[not applicable] [specify details]

[nicht anwendbar] [Einzelheiten angeben]

[The public offer will commence on [insert date] and end [on [insert date] (inclusive).] [with the expiry of the period of validity of the Prospectus on 30 May 2020, at the latest.] [with the expiry of the period of validity of the succeeding Debt Issuance Programme Prospectus for the Update 2020 of the DZ BANK AG Debt Issuance Programme, expected on 28 May 2021, at the latest, if the succeeding Debt Issuance Programme Prospectus for the Update 2020 of the DZ BANK AG Debt Issuance Programme provides for the extension of the public offer of the Notes.]

Das öffentliche Angebot beginnt am [Datum einfügen] und endet [am [Datum einfügen] (einschließlich).] [spätestens mit Ablauf der Gültigkeitsdauer des Prospekts am 30. Mai 2020.] [spätestens mit Ablauf der Gültigkeitsdauer des nachfolgenden Debt Issuance Programme Prospekts für die Aktualisierung 2020 des DZ BANK AG Debt Issuance Programme, voraussichtlich am 28. Mai 2021, sofern der nachfolgende Debt Issuance Programme Prospekt für die Aktualisierung 2020 des DZ BANK AG Debt Issuance Programme die Fortsetzung des öffentlichen Angebots der Schuldverschreibungen vorsieht.]]

[•]

A description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants
Beschreibung der Möglichkeit zur Reduzierung der Zeichnungen und der Art und Weise der Erstattung des zu viel gezahlten Betrags an die Zeichner

[not applicable] [specify details]
[nicht anwendbar] [Einzelheiten angeben]

Details of the minimum and/or maximum amount of application (whether in number of Notes or aggregate amount to invest)
Einzelheiten zum Mindest- und/oder Höchstbetrag der Zeichnung (entweder in Form der Anzahl der Schuldverschreibungen oder des aggregierten zu investierenden Betrags)

[not applicable] [specify details]
[nicht anwendbar] [Einzelheiten angeben]

Method and time limits for paying up the Notes and for delivery of the Notes
Methode und Fristen für die Bedienung der Schuldverschreibungen und ihre Lieferung

- Delivery against payment
Lieferung gegen Zahlung
- Free-of-payment delivery
Lieferung frei von Zahlung

A full description of the manner and date in which results of the offer are to be made public
Vollständige Beschreibung der Art und Weise und des Termins, auf die bzw. an dem die Ergebnisse des Angebots offenzulegen sind

[not applicable] [specify details]
[nicht anwendbar] [Einzelheiten angeben]

The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised
Verfahren für die Ausübung eines etwaigen Vorzugsrechts, die Übertragbarkeit der Zeichnungsrechte und die Behandlung von nicht ausgeübten Zeichnungsrechten

[not applicable] [specify details]
[nicht anwendbar] [Einzelheiten angeben]

Plan of distribution and allotment
Plan für den Vertrieb und die Zuteilung

If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche
Erfolgt das Angebot gleichzeitig auf den Märkten in zwei oder mehreren Ländern und wurde/wird eine bestimmte Tranche einigen dieser Märkte vorbehalten, Angabe dieser Tranche

[not applicable] [specify details]
[nicht anwendbar] [Einzelheiten angeben]

Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made
Verfahren zur Meldung des den Zeichnern zugeteilten Betrags und Angabe, ob eine Aufnahme des Handels vor dem Meldeverfahren möglich ist

[not applicable] [specify details]
[nicht anwendbar] [Einzelheiten angeben]

Pricing
Preisfestsetzung

Indicate the amount of any expenses and taxes specifically charged to the subscriber or purchaser
Angabe der Kosten und Steuern, die speziell dem Zeichner oder Käufer in Rechnung gestellt werden

[not applicable] [specify details]
[nicht anwendbar] [Einzelheiten angeben]

If a potential purchaser acquires the Notes from a third party, then the purchase price payable by the potential purchaser may contain third-party proceeds the amount of which is specified by the third party.

Wenn ein potentieller Käufer die Schuldverschreibungen von einem Dritten erwirbt, dann kann der von dem potentiellen Käufer zu entrichtende Kaufpreis einen Erlös des Dritten beinhalten, dessen Höhe von dem Dritten festgelegt wird.

Placing and Underwriting *Platzierung und Übernahme*

Name and address of the co-ordinator(s) of the global offer or of single parts of the offer and, to the extent known to the Issuer or to the offeror, of the placers in the various countries where the offer takes place

Name und Anschrift des Koordinators/der Koordinatoren des gesamten Angebots oder einzelner Teile des Angebots und – sofern der Emittentin oder dem Anbieter bekannt – Angaben zu den Platzeuren in den einzelnen Ländern des Angebots

[not applicable] [specify details]
[nicht anwendbar] [Einzelheiten angeben]

Method of distribution *Vertriebsmethode*

- Non-syndicated
Nicht syndiziert
- Syndicated
Syndiziert

Management Details including form of commitment *Einzelheiten bezüglich des Bankenkonsortiums einschließlich der Art der Übernahme*

Specify Management Group or Dealer[s] (including address) [•]
Bankenkonsortium oder Platzeur[e] angeben (einschließlich Adresse) [•]

- firm commitment [•]
feste Zusage [•]
- no firm commitment / best efforts arrangements [•]
keine feste Zusage / zu den bestmöglichen Bedingungen [•]

Commissions *Provisionen*

Management/Underwriting Commission	[[•] per cent of the Aggregate Principal Amount] [not applicable]
<i>Management-/Übernahmeprovision</i>	[[•] % des Gesamtnennbetrags] [nicht anwendbar]
Selling Concession	[[•] per cent of the Aggregate Principal Amount] [not applicable]
<i>Verkaufsprovision</i>	[[•] % des Gesamtnennbetrags] [nicht anwendbar]
Other (specify)	[•]
<i>Andere (angeben)</i>	[•]

Stabilising Dealer/Manager [None] [insert details]
Kursstabilisierender Platzeur/Manager [Keiner] [Einzelheiten einfügen]

Subscription Agreement *Übernahmevertrag*

Date of Subscription Agreement [•]
Datum des Übernahmevertrags [•]

Material features of the Subscription Agreement: Under the subscription agreement, the Issuer agrees to issue the Notes and each Dealer agrees to purchase the Notes and the Issuer and each Dealer agree *inter alia* on the aggregate principal amount of the issue, the principal amount of the Dealer's commitment, the Issue Price, the Issue Date and the commissions.

Wesentliche Bestandteile des Übernahmevertrags: Unter dem Übernahmevertrag vereinbart die Emittentin, Schuldverschreibungen zu emittieren und jeder Platzeur stimmt zu, Schuldverschreibungen zu erwerben. Die Emittentin und jeder Platzeur vereinbaren im Übernahmevertrag unter anderem den Gesamtnennbetrag der Emission, den gemäß der

Übernahmeverpflichtung auf den Platzeur entfallenden Nennbetrag, den Ausgabepreis, den Valutierungstag und die Provisionen.

- Date when the oral agreement on the issue of the Notes has been reached** [•]
Tag der mündlichen Vereinbarung über die Begebung der Schuldverschreibungen [•]

D. ADMISSION TO TRADING AND DEALING ARRANGEMENTS
D. ZULASSUNG ZUM HANDEL UND HANDELSREGELN

- Admission[s] to Trading**
Börsenzulassung[en]
- Luxembourg Stock Exchange
Luxemburger Wertpapierbörse
 Regulated Market "Bourse de Luxembourg" (Official List)
 Regulierter Markt "Bourse de Luxembourg" (Amtlicher Handel)
- Frankfurt Stock Exchange
Frankfurter Wertpapierbörse
- Regulated Market
Regulierter Markt
- Düsseldorf Stock Exchange
Börse Düsseldorf
- Regulated Market
Regulierter Markt
- Other (insert details) [•]
Sonstige (Einzelheiten einfügen) [•]
- Date of admission**⁸⁰ [•]
Termin der Zulassung [•]

All markets appearing on the list of regulated markets issued by the European Commission or equivalent markets on which, to the knowledge of the Issuer, Notes of the same class of the Notes to be offered or admitted to trading are already admitted to trading⁸¹
Angabe sämtlicher Märkte, wie sie in der Übersicht der Europäischen Kommission über die geregelten Märkte aufgeführt sind, oder gleichwertiger Märkte, auf denen nach Kenntnis der Emittentin Schuldverschreibungen der gleichen Wertpapierkategorie, die zum Handel angeboten oder zugelassen werden sollen, bereits zum Handel zugelassen sind

- Luxembourg Stock Exchange
Luxemburger Wertpapierbörse
- Frankfurt Stock Exchange
Frankfurter Wertpapierbörse
- Düsseldorf Stock Exchange
Börse Düsseldorf
- Other (insert details) [•]
Sonstige (Einzelheiten einfügen) [•]

⁸⁰ To be completed only if known.
Nur auszufüllen, soweit bekannt.

⁸¹ Only to be completed in case of increase(s) of the initial issue.
Nur auszufüllen bei Aufstockung(en) der Ursprungsanleihe.

Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment

Name und Anschrift der Institute, die aufgrund einer festen Zusage als Intermediäre im Sekundärhandel tätig sind und für Liquidität mittels Geld- und Briefkursen sorgen, und Beschreibung der Hauptbedingungen ihrer Zusage

[not applicable] [specify details]

[nicht anwendbar] [Einzelheiten angeben]

- No Admission to Trading**
Keine Börsenzulassung

**[PART II/1: ADDITIONAL INFORMATION RELATED TO NOTES WITH A SPECIFIED
DENOMINATION OF AT LEAST EUR 100,000
TEIL II/1: ZUSÄTZLICHE ANGABEN BEZOGEN AUF SCHULDVERSCHREIBUNGEN MIT
EINER FESTGELEGTEN STÜCKELUNG VON MINDESTENS EUR 100.000**

**A. ESSENTIAL INFORMATION
A. GRUNDLEGENDE ANGABEN**

**Interests of natural and legal persons involved in the issue / offer
*Interessen von Seiten natürlicher und juristischer Personen, die an der Emission / dem Angebot beteiligt sind***

- not applicable
nicht anwendbar
- Certain of the Dealers appointed under the Programme and their affiliates have engaged, and may in future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer in the ordinary course of business. Save as discussed in the previous sentence, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.
Einzelne der unter dem Programm ernannten Platzeure und ihre Tochtergesellschaften haben Geschäfte mit der Emittentin im Investment Banking und/oder kommerziellen Bankgeschäft getätigt und können dies auch in Zukunft tun und Dienstleistungen für die Emittentin im Rahmen der gewöhnlichen Geschäftstätigkeit erbringen. Mit Ausnahme der im vorherigen Satz angesprochenen Interessen bestehen bei den an der Emission der Schuldverschreibungen beteiligten Personen nach Kenntnis der Emittentin keine Interessen, die für das Angebot bedeutsam sind.
- Other interest (specify)
Andere Interessen (angeben)

[Use of proceeds⁸²

Verwendung des Emissionserlöses

Estimated net issue proceeds	[EUR] [USD] [•] [•.000.000] [•]
<i>Geschätzter Netto-Emissionserlös</i>	<i>[EUR] [USD] [•] [•.000.000] [•]</i>

[specify details, if there is a particular use of the net issue proceeds] [•]
[Einzelheiten angeben, wenn es eine bestimmte Verwendung des Netto-Emissionserlöses gibt]
[•]

**B. INFORMATION CONCERNING THE NOTES TO BE ADMITTED TO TRADING
B. ANGABEN ZU DEN ZUM HANDEL ZUZULASSENEN SCHULDVERSCHREIBUNGEN**

**Eurosystem eligibility
EZB-Fähigkeit**

- Intended to be held in a manner which would allow Eurosystem eligibility (NGN)
Soll in EZB-fähiger Weise gehalten werden (NGN)
(The classification as ECB-eligible Notes may change after the Issue Date.)
(Die Einstufung als EZB-fähige Schuldverschreibungen kann sich nach dem Valutierungstag ändern.)
- Intended to be held in a manner which would allow Eurosystem eligibility
Soll in EZB-fähiger Weise gehalten werden
(The classification as ECB-eligible Notes may change after the Issue Date.)
(Die Einstufung als EZB-fähige Schuldverschreibungen kann sich nach dem Valutierungstag ändern.)
- Not intended to be held in a manner which would allow Eurosystem eligibility
Soll nicht in EZB-fähiger Weise gehalten werden

⁸² Only applicable and to be completed in case of so called "green Notes".
Nur anwendbar und auszufüllen im Fall von sogenannten "nachhaltigen Schuldverschreibungen".

Securities Identification Numbers**Wertpapier-Kenn-Nummern**

ISIN Code	[•]
<i>ISIN Code</i>	[•]
Common Code	[•]
<i>Common Code</i>	[•]
German Securities Code	[•]
<i>Deutsche Wertpapier-Kenn-Nummer (WKN)</i>	[•]
Any other securities number	[•]
<i>Sonstige Wertpapier-Kenn-Nummer</i>	[•]
<input type="checkbox"/> Yield⁸³	[not applicable] [•] per cent per annum
Rendite	<i>[nicht anwendbar] [•] % p.a.</i>

Management Details**Einzelheiten bezüglich der Dealer**

Dealer[s]/Management Group (specify)	[insert name and address]
<i>Platzeur[e]/Bankenkonsortium (angeben)</i>	<i>[Name und Adresse einfügen]</i>

Commissions**Provisionen**

Management/Underwriting Commission	[[•] per cent of the Aggregate Principal Amount] [not applicable]
<i>Management-/Übernahmeprovision</i>	<i>[[•] % des Gesamtnennbetrags] [nicht anwendbar]</i>
Selling Concession	[[•] per cent of the Aggregate Principal Amount] [not applicable]
<i>Verkaufsprovision</i>	<i>[[•] % des Gesamtnennbetrags] [nicht anwendbar]</i>
Other (specify)	[•]
<i>Andere (angeben)</i>	[•]
Stabilising Manager	[None] [insert details]
Kursstabilisierender Manager	<i>[Keiner] [Einzelheiten einfügen]</i>

C. ADMISSION TO TRADING AND DEALING ARRANGEMENTS**C. ZULASSUNG ZUM HANDEL UND HANDELSREGELN** **Admission[s] to Trading****Börsenzulassung[en]**

- Luxembourg Stock Exchange
Luxemburger Wertpapierbörse
- Regulated Market "Bourse de Luxembourg" (Official List)
Regulierter Markt "Bourse de Luxembourg" (Amtlicher Handel)
- Frankfurt Stock Exchange
Frankfurter Wertpapierbörse
- Regulated Market
Regulierter Markt
- Düsseldorf Stock Exchange
Börse Düsseldorf

⁸³ Only applicable for Fixed Rate Notes, if such Notes are not redeemable prior to maturity.
Gilt nur für festverzinsliche Schuldverschreibungen, sofern diese Schuldverschreibungen nicht vor Endfälligkeit zurückgezahlt werden können.

Regulated Market
Regulierter Markt

Other (insert details)
Sonstige (Einzelheiten einfügen)

[•]
[•]

Date of admission⁸⁴

Termin der Zulassung

[•]
[•]

Estimate of the total expenses related to admission to trading

Angabe der geschätzten Gesamtkosten für die Zulassung zum Handel

[•]
[•]

No Admission to Trading
Keine Börsenzulassung]

⁸⁴ To be completed only if known.
Nur auszufüllen, soweit bekannt.

PART II/2: ADDITIONAL INFORMATION
TEIL II/2: ZUSÄTZLICHE ANGABEN

The Selling Restrictions set out in the Prospectus shall apply.
Es gelten die im Prospekt wiedergegebenen Verkaufsbeschränkungen.

- TEFRA C
TEFRA C
- TEFRA D
TEFRA D
- Neither TEFRA C nor TEFRA D
Weder TEFRA C noch TEFRA D

Offer Jurisdiction(s)
Angebots-Jurisdiktion(en)

- Grand Duchy of Luxembourg
Großherzogtum Luxemburg
- Federal Republic of Germany
Bundesrepublik Deutschland
- Republic of Austria
Republik Österreich
- Kingdom of the Netherlands
Königreich der Niederlande
- Ireland
Irland
- Other EU Member State, if notified (specify)
Anderer EU Mitgliedstaat, wenn notifiziert (angeben)

Rating of the Notes⁸⁵

[S&P [AA-] [A+] [A] [A-1+] [•]]
 [Moody's [Aa1] [A1] [A3] [P-1] [•]]
 [Fitch [AA-] [A+] [F1+] [•]] [unrated]

Rating der Schuldverschreibungen

[S&P [AA-] [A+] [A] [A-1+] [•]]
 [Moody's [Aa1] [A1] [A3] [P-1] [•]]
 [Fitch [AA-] [A+] [F1+] [•]] [nicht gerated]

[[S&P Global Ratings Europe Limited ("**S&P**")][,] [and] [Moody's Deutschland GmbH ("**Moody's**")]
 [and] [Fitch Deutschland GmbH ("**Fitch**")] [is] [are] established in the European Community and
 registered since 31 October 2011 under Regulation (EC) 1060/2009 of the European Parliament and
 of the Council of 16 September 2009 on credit rating agencies, as amended, (the "**CRA Regulation**").
[S&P] [and] **[Moody's]** [and] **[Fitch]** [is] [are] included in the "List of registered and certified CRA's"
 published by the European Securities and Markets Authority on its website (www.esma.europa.eu) in
 accordance with the CRA Regulation.

[S&P Global Ratings Europe Limited ("**S&P**")][,] [und] [Moody's Deutschland GmbH ("**Moody's**")]
 [und] [Fitch Deutschland GmbH ("**Fitch**")] [hat seinen] [haben ihren] Sitz in der Europäischen
 Gemeinschaft und [ist] [sind] seit dem 31. Oktober 2011 gemäß der Verordnung (EG) Nr. 1060/2009
 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen in der
 jeweils gültigen Fassung (die "**Ratingagenturen-Verordnung**") registriert. **[S&P]** [und] **[Moody's]**
 [und] **[Fitch]** [ist] [sind] in der "List of registered and certified CRA's" aufgeführt, die von der European

⁸⁵ Do not complete, if the Notes are not rated on an individual basis. In case of Notes with a Specified Denomination of less than EUR 100,000, need to include a brief explanation of the meaning of the ratings if previously published by the rating agency.

Nicht auszufüllen, wenn kein Einzelrating für die Schuldverschreibungen vorliegt. Bei Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 ist eine kurze Erläuterung der Bedeutung des Ratings, wenn dieses vorher von der Ratingagentur veröffentlicht wurde, einzufügen.

Securities and Markets Authority auf ihrer Internetseite (www.esma.europa.eu) gemäß der Ratingagenturen-Verordnung veröffentlicht wird.]

[S&P defines:

S&P definiert:

[AA: An obligation rated 'AA' differs from the highest-rated obligations only to a small degree. The obligor's capacity to meet its financial commitment on the obligation is very strong.

AA: *Eine Verbindlichkeit mit dem Rating 'AA' unterscheidet sich von Verbindlichkeiten mit dem höchsten Rating nur geringfügig. Die Fähigkeit des Schuldners, seine finanziellen Verpflichtungen bezüglich der Verbindlichkeit zu erfüllen, ist sehr stark.]*

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

A: *Eine Verbindlichkeit mit dem Rating 'A' ist etwas anfälliger gegenüber nachteiligen Auswirkungen von Veränderungen der Umstände und wirtschaftlicher Bedingungen als höher eingestufte Verbindlichkeiten. Die Fähigkeit des Schuldners, seine finanziellen Verpflichtungen bezüglich der Verbindlichkeit zu erfüllen, ist jedoch immer noch stark.]*

[•]

[•]

Note:

Hinweis:

The ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.

Die Ratings von 'AA' bis 'CCC' können durch Hinzufügen eines Plus(+)- oder Minus(-)-Zeichens variiert werden, um die relative Stellung innerhalb der Ratingkategorien anzuzeigen.]

[Moody's defines:

Moody's definiert:

[Aa: Obligations rated Aa are judged to be of high quality and are subject to very low credit risk.

Aa: *Aa-geratete Verbindlichkeiten sind von hoher Qualität und bergen ein sehr geringes Kreditrisiko.]*

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

A: *A-geratete Verbindlichkeiten werden der "oberen Mittelklasse" zugerechnet und bergen ein geringes Kreditrisiko.]*

[•]

[•]

Note:

Hinweis:

Moody's appends numerical modifiers 1, 2 and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

Moody's verwendet in den Ratingkategorien Aa bis Caa zusätzlich numerische Unterteilungen. Der Zusatz „1“ bedeutet, dass eine entsprechend bewertete Verbindlichkeit in das obere Drittel der jeweiligen Ratingkategorie einzuordnen ist, während „2“ und „3“ das mittlere bzw. untere Drittel anzeigen.]

[Fitch defines:

Fitch definiert:

[AA: Very high credit quality. 'AA' ratings denote expectations of very low default risk. They indicate very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events.

AA: *Sehr hohe Kreditqualität. 'AA'-Ratings kennzeichnen die Erwartung eines sehr geringen Ausfallrisikos und weisen auf eine sehr starke Fähigkeit zur Erfüllung finanzieller Verpflichtungen hin. Diese Fähigkeit ist nicht besonders anfällig für vorhersehbare Ereignisse.]*

[A: *High Credit Quality: 'A' ratings denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings.*

A: *Hohe Kreditqualität: 'A'-Ratings kennzeichnen die Erwartung eines geringen Ausfallrisikos. Die Fähigkeit zur Erfüllung finanzieller Verpflichtungen gilt als stark. Diese Fähigkeit kann gleichwohl anfälliger für nachteilige geschäftliche oder wirtschaftliche Bedingungen sein, als das der Fall für höhere Ratings ist.]*

[•]

[•]

Note:

Hinweis:

The modifiers "+" or "-" may be appended to a rating to denote relative status within major rating categories. Such suffixes are not added to 'AAA' ratings and ratings below the 'CCC' category. For the short-term rating category of 'F1', a "+" may be appended.

Die Angaben "+" oder "-" können einem Rating angehängt werden, um die relative Stellung innerhalb der Hauptratingkategorien anzuzeigen. Solche Zusätze werden 'AAA'-Ratings und Ratings unterhalb der Kategorie 'CCC' nicht hinzugefügt. Dem Kurzfrustrating der Kategorie 'F1' kann ein "+" angehängt werden.]

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DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main

[Names & titles of signatories]

[Namen und Titel der Unterzeichnenden]

ANNEX TO THE FINAL TERMS

ISSUE-SPECIFIC SUMMARY

(Title of relevant Series of Notes)

[Note: *The Issue-Specific Summary, fully completed for the Tranche of Notes is to be annexed to the Final Terms. The Issue-Specific Summary contains that information from the Summary set out in the*

Debt Issuance Programme Prospectus dated 31 May 2019 which is relevant to the Tranche of Notes together with the relevant information from the Final Terms.))]

ANHANG ZU DEN ENDGÜLTIGEN BEDINGUNGEN

EMISSIONSBEZOGENE ZUSAMMENFASSUNG

(Bezeichnung der betreffenden Serie der Schuldverschreibungen)

[(Hinweis: Die Emissionsbezogene Zusammenfassung, vollständig ausgefüllt für die Tranche von Schuldverschreibungen ist den Endgültigen Bedingungen als Anhang beizufügen. Die Emissionsbezogene Zusammenfassung enthält die Angaben aus der im Debt Issuance Programme Prospekt vom 31. Mai 2019 dargestellten Zusammenfassung, die für die Tranche von Schuldverschreibungen relevant sind, zusammen mit den entsprechenden Angaben aus den Endgültigen Bedingungen.)]

TAXATION

The following is a general discussion of certain German, Luxembourgish, Austrian, Dutch and Irish tax consequences of the acquisition and ownership of Notes. This discussion does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase Notes. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular purchaser. This general discussion is based on the laws of the Federal Republic of Germany, the Grand Duchy of Luxembourg, the Republic of Austria, the Kingdom of the Netherlands and Ireland currently in force and as applied on the date of approval of this Prospectus, which are subject to change, possibly with retroactive effect.

PROSPECTIVE PURCHASERS OF NOTES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF NOTES, INCLUDING THE EFFECT OF ANY STATE OR LOCAL TAXES, UNDER THE TAX LAWS APPLICABLE IN THE FEDERAL REPUBLIC OF GERMANY, THE GRAND DUCHY OF LUXEMBOURG, THE REPUBLIC OF AUSTRIA, THE KINGDOM OF THE NETHERLANDS AND IRELAND AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS OR OTHERWISE SUBJECT TO TAXATION.

1. Federal Republic of Germany

Income tax

Notes held by tax residents as non-business assets

- Taxation of payments of interest

Payments of interest on the Notes to Holders who are individuals and are tax residents of the Federal Republic of Germany (*i.e.*, persons whose residence or habitual abode is located in the Federal Republic of Germany) are subject to German income tax (*Einkommensteuer*). In each case where German income tax arises, a solidarity surcharge (*Solidaritätszuschlag*) is levied in addition. Furthermore, church tax (*Kirchensteuer*) may be levied, where applicable.

On payments of interest on the Notes to individuals who are tax residents of the Federal Republic of Germany income tax is generally levied as a flat income tax (*Abgeltungsteuer*) at a rate of 25 per cent (plus solidarity surcharge in an amount of 5.5 per cent of such tax, resulting in a total tax charge of 26.375 per cent plus, if applicable, church tax). The total positive investment income of an individual will be decreased by a saver's lump sum deduction (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 for individuals filing jointly), not by a deduction of expenses actually incurred.

If the Notes are held in custody, or are administered, or if their disposal is executed, by a German branch of a German or non-German credit or financial services institution or with a German securities trading business or a German securities trading bank and such entity credits or pays out the investment income (the "**Disbursing Agent**"), the flat income tax will be levied by way of withholding at the aforementioned rate from the gross interest payment to be made by the Disbursing Agent. The church tax is generally levied by way of withholding unless the Holder has filed a blocking notice (*Sperrvermerk*) with the German Federal Tax Office (*Bundeszentralamt für Steuern*).

In general, no withholding tax will be levied if the Holder is an individual (i) whose Notes do not form part of the property of a trade or business and (ii) who filed a withholding exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent but only to the extent the interest income derived from the Notes together with other investment income does not exceed the maximum exemption amount shown on the withholding exemption certificate. Similarly, no withholding tax will be deducted if the Holder has submitted to the Disbursing Agent a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) which also includes the tax identification number and which has been issued by the relevant local tax office.

If no withholding tax has been withheld, the Holder will have to include its income on the Notes in its tax return and the tax on its investment income of generally 25 per cent plus solidarity surcharge and, if applicable, church tax will be collected by way of assessment.

Payment of the flat income tax will generally satisfy any income tax liability (including solidarity surcharge and, if applicable, church tax) of the Holder in respect of such investment income. Holders may apply for a tax assessment on the basis of general rules applicable to them if the resulting income

tax burden is lower than 25 per cent. In this case as well income-related expenses cannot be deducted from the investment income, except for the aforementioned annual lump sum deduction.

- Taxation of capital gains

Also Capital gains realised by individuals who are tax residents of the Federal Republic of Germany from the disposal or redemption of the Notes (including gains from the assignment or hidden contribution of the Notes) will be subject to the flat income tax on investment income at a rate of 25 per cent (plus solidarity surcharge in an amount of 5.5 per cent of such tax, resulting in a total of 26.375 per cent plus, if applicable, church tax), irrespective of any holding period. This will also apply to Notes on which the principal is effectively repaid in whole or in part although the repayment was not guaranteed. If coupons or interest claims are disposed of separately (i.e. without the Notes), the gains from the disposal are subject to income tax. The same applies to gains from the redemption of coupons or interest claims realized by the former Holder of the Notes. The separation (e.g. by first-time assignment) of a coupon or interest claim from the Note is treated as a disposal of the Note.

If the Notes are held in custody, or are administered, or if their disposal is executed, by a Disbursing Agent (as defined above) the flat income tax will be levied by way of withholding from the positive difference between the redemption amount or the proceeds from the disposal (after the deduction of actual expenses directly related thereto) and the issue price or the purchase price of the Notes. Church tax is generally levied by way of withholding unless the Holder has filed a blocking notice with the German Federal Tax Office (*Bundeszentralamt für Steuern*). If Notes kept or administered in the same custodial account have been acquired at different points in time, the Notes first acquired will be deemed to have been sold first for the purpose of determining the capital gains. Where the Notes are acquired or sold in a currency other than euro, the acquisition costs and sale proceeds will be converted in euro on the basis of the exchange rate applicable at the time of sale, respectively, the time of acquisition. If the Notes have been transferred into the custodial account of the Disbursing Agent only after their acquisition, and no evidence on the acquisition data has validly been provided to the new Disbursing Agent by the Disbursing Agent which previously kept the Notes in its custodial account, withholding tax will be levied on 30 per cent of the proceeds from the disposal or redemption of the Notes.

If no withholding tax has been withheld, the Holder will have to include capital gains from the disposal or redemption of the Notes in its tax return and the tax on its investment income of generally 25 per cent plus solidarity surcharge and, if applicable, church tax will be collected by way of assessment.

Payment of the flat income tax will generally satisfy any income tax liability (including solidarity surcharge and, if applicable, church tax) of the Holder in respect of such investment income. Holders may apply for a tax assessment on the basis of general rules applicable to them if the resulting income tax burden is lower than 25 per cent. Further, if the withholding tax on a disposal or redemption has been calculated from 30 per cent of the respective proceeds (rather than from the actual gain), a Holder who is an individual tax resident may and, in case the actual gain is higher than 30 per cent of the respective proceeds, must also apply for an assessment on the basis of his or her actual acquisition costs. In this case as well income-related expenses cannot be deducted from the investment income, except for the aforementioned annual lump sum deduction.

Any capital loss incurred from the disposal or redemption of the Notes can only be offset against positive income from capital investments. The Disbursing Agent will offset the losses with positive income from capital investments entered into through or with the same Disbursing Agent and carry forward any losses that cannot be offset to the following calendar year. If losses cannot be offset in full against positive investment income by the Disbursing Agent, the Holder can, instead, request that the Disbursing Agent issues a certificate stating the losses in order for them to be offset against other positive income from capital investments or carried forward in the assessment procedure. The request must reach the Disbursing Agent by 15 December of the current year and is irrevocable.

Pursuant to administrative guidance, a disposal shall be disregarded and losses shall not be tax-deductible if (i) the transaction costs exceed the proceeds from the disposal, (ii) losses are incurred by a Holder from bad debt (*Forderungsausfall*), or (iii) losses are incurred from a waiver of a receivable (*Forderungsverzicht*), to the extent the waiver does not qualify as a hidden contribution. Payments based on an insolvency plan shall be a disposal with a capital gain of EUR 0 if the payments are lower than the nominal value of the receivable and the receivable was acquired at the nominal value. The part of the nominal value not being repaid shall be a mere bad debt and therefore irrelevant for income tax purposes. However, the German Federal Fiscal Court (*Bundesfinanzhof*) recognizes disposals and deems losses to be tax-deductible in cases of a bad debt once it has become certain that the principal amount cannot be recovered (decision dated 24 October 2017, docket number VIII R 13/15) and in

cases in which the transaction costs exceed or equal the proceeds from the disposal (decision dated 12 June 2018, docket number VIII R 32/16). So far, the tax authorities have not changed their view as regards a bad debt (*Forderungsausfall*) or a waiver of a receivable (*Forderungsverzicht*). As regards their view that a disposal shall be disregarded if the transaction costs exceed the proceeds from the disposal, however, a draft letter of the German Federal Ministry of Finance (*Bundesministerium der Finanzen*) dated 11 January 2019 indicates that the tax authorities will change their view.

Notes held by tax residents as business assets

Payments of interest on Notes and capital gains from the disposal or redemption of Notes held as business assets by German tax resident individuals or tax resident corporations (*i.e.*, corporations whose legal domicile or place of effective management is located in the Federal Republic of Germany), including via a partnership, as the case may be, are generally subject to German income tax or corporate income tax (*Körperschaftsteuer*) (in each case plus solidarity surcharge and, in case of individuals, if applicable, church tax). The interest and capital gain will also be subject to trade tax (*Gewerbesteuer*) if the Notes form part of the property of a trade or business.

If the Notes are held in custody, or are administered, or if their disposal is executed, by a Disbursing Agent (as defined above) flat income tax at a rate of 25 per cent plus a solidarity surcharge of 5.5 per cent of such tax and, if applicable, church tax will also be withheld from interest payments on Notes and generally also from capital gains from the disposal or redemption of Notes held as business assets. In these cases the withholding tax does not satisfy the income tax liability of the Holder, as in the case of the flat income tax, but will be credited as advance payment against the personal income or corporate income tax liability and the solidarity surcharge (and, if applicable, church tax) of the Holder or will be refunded in the amount of any excess.

With regard to capital gains from the disposal or redemption of Notes no withholding will generally be required in the case of Notes held by corporations tax resident in the Federal Republic of Germany, provided that in the case of corporations of certain legal forms the status of corporation has been evidenced by a certificate of the competent tax office. The same applies upon notification by use of the officially prescribed form towards the Disbursing Agent in the case of Notes held by individuals or partnerships as business assets.

Notes held by non-residents

Payments of interest on the Notes and capital gains from the disposal or redemption of Notes are not subject to German taxation in the case of non-residents, *i.e.* persons having neither their residence nor their habitual abode nor legal domicile nor place of effective management in the Federal Republic of Germany, unless the Notes form part of the business property of a permanent establishment maintained in the Federal Republic of Germany, or for which a permanent representative has been appointed in the Federal Republic of Germany. Interest may, however, also be subject to German income tax if it otherwise constitutes income taxable in the Federal Republic of Germany, such as income from the letting and leasing of certain German-situs property or income from certain capital investments directly or indirectly secured by German-situs real estate.

Non-residents of the Federal Republic of Germany are in general also not subject to German flat income tax on interest and capital gains and from solidarity surcharge thereon. However, if the interest or capital gain is subject to German taxation as set forth in the preceding paragraph and the Notes are held in custody, or are administered, or if their disposal is executed, by a Disbursing Agent (as defined above), flat income tax will be levied as explained above at "Notes held by tax residents as non-business assets" or "Notes held by tax residents as business assets", respectively.

- Inheritance and Gift Tax

No inheritance or gift taxes with respect to any Note will generally arise under the laws of the Federal Republic of Germany, if, in the case of inheritance tax, neither the decedent nor the beneficiary, or, in the case of gift tax, neither the donor nor the donee, is a tax resident of the Federal Republic of Germany and such Note is not attributable to a German trade or business for which a permanent establishment is maintained, or a permanent representative has been appointed, in the Federal Republic of Germany. Exceptions from this rule apply to certain German citizens who previously maintained a residence in the Federal Republic of Germany.

- Other Taxes

No stamp, issue, registration or similar taxes or duties will be payable in the Federal Republic of Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax (*Vermögensteuer*) is not levied in the Federal Republic of Germany.

- Particularities of Notes with negative yield

In the case that a Holder who has subscribed for Notes and continues to hold the Notes until maturity suffers a pre-determined negative yield from such an investment resulting from the fact that the Notes have been issued above par with a premium which exceeds the total of all interest payments made throughout the tenor of the Notes (e.g. due to a *de minimis* coupon), the Issuer believes that the tax consequences of such an investment are as follows, although it can, absent any direct guidance, not be excluded that the German tax authorities might take a different view:

- Notes held by tax residents as non-business assets

As a rule, any interest payments received by a Holder are subject to taxation (see above at section "*Notes held by tax residents as non-business assets – Taxation of interest*") and a redemption loss realised by a Holder is offsetable against other investment income (see above at section "*Notes held by tax residents as non-business assets – Taxation of capital gains*"). However, based on statements of the German tax authorities regarding the income tax treatment of "negative interest" incurred on bank deposits made by private investors, it cannot be ruled out that the tax authorities qualify such redemption loss as non-deductible expenses which are covered by the lump-sum deduction (*Sparer-Pauschbetrag*) mentioned above (see section "*Notes held by tax residents as non-business assets – Taxation of interest*"). This might even be the case where the interest payments received on such Notes have been subject to taxation.

- Notes held by tax residents as business assets

If the Notes are held by tax resident business investors, the Issuer believes that, based on the recently published statements regarding the tax deductibility of "negative interest" incurred on bank deposits made by business investors, the redemption loss is generally tax-deductible. In relation to the taxation of interest payments made on the Notes please see above at section "*Notes held by tax residents as business assets*".

2. Grand Duchy of Luxembourg

Non-Residents

Under the existing laws of the Grand Duchy of Luxembourg there is no withholding tax on the payment of interest on, or reimbursement of principal of, the Notes made to non-residents of the Grand Duchy of Luxembourg through a paying agent established in the Grand Duchy of Luxembourg.

However, the rules and requirements on the exchange of information provided for by the Luxembourg law of 18 December 2015 on the automatic exchange of financial account information in the field of taxation apply.

Residents

According to the law of 23 December 2005, as amended, interest on Notes paid by a Luxembourg paying agent or paying agents established in the European Union or in the European Economic Area to an individual Holder of Notes who is a resident of the Grand Duchy of Luxembourg will be subject to a withholding tax of 20 per cent. In case of payment through a paying agent established in the European Union or in the European Economic Area, the Luxembourg resident individual Holder of Notes must under a specific procedure remit 20 per cent tax to the Luxembourg Treasury.

If the individual Holder holds the Notes in the course of the management of his or her private wealth, the aforementioned 20 per cent withholding tax will operate a full discharge of income tax due on such payments.

Interest on Notes paid by a Luxembourg paying agent to a Holder of Notes who is not an individual is not subject to withholding tax.

When used in the preceding paragraphs "*interest*" and "*paying agent*" have the meaning given thereto in the Luxembourg law of 23 December 2005, as amended. "*Interest*" will include accrued or capitalised interest at the sale, repayment or redemption of the Notes.

Payments of interest or similar income under the Notes to Clearstream Banking AG, Clearstream Banking S.A. and Euroclear Bank SA/NV and payments by or on behalf of Clearstream Banking S.A. to financial intermediaries will not give rise to a withholding tax under Luxembourg law.

3. Republic of Austria ("Austria")

Income tax

Austrian Resident Taxpayers

Individuals having a domicile or their habitual abode in Austria or corporations having their corporate seat or their place of management in Austria are considered residents for Austrian income and corporate income tax law purposes, respectively.

Individual residents

- Notes held as private assets

Generally, income arising with respect to the Notes in the form of either

- (i) fixed or floating interest payments (*Zinserträge*) or
- (ii) realised capital gains (*Einkünfte aus realisierten Wertsteigerungen*)

qualifies as "investment income" (*Einkünfte aus Kapitalvermögen*) and, as such, is taxed under a special regime at a flat rate of 27.5 per cent if the Notes are publicly offered. Realised capital gains are the difference between (a) the amount realised (e.g., the sale proceeds, the redemption or other pay-off amount, or the fair market value in case of a deemed realisation) and (b) the acquisition costs, in each case including accrued interest, if any.

For Notes held as private assets, the acquisition costs shall not include ancillary acquisition costs (*Anschaffungsnebenkosten*). An average price is determined regarding Notes acquired at different points in time, but held within the same securities account and having the same securities identification number. Expenses and costs (*Aufwendungen und Ausgaben*) that are directly connected with investment income are not tax effective.

If an Austrian custodian (*inländische depotführende Stelle*) or an Austrian paying agent (*auszahlende Stelle*) is involved in paying investment income (interest or capital gains), 27.5 per cent withholding tax is imposed. The Austrian custodian or paying agent has the responsibility to deduct and pay the withholding tax to the respective tax office.

If no withholding tax is imposed (e.g., because the Notes are held through a foreign paying agent), the investment income arising from the Notes generally has to be included in the investor's annual income

tax return in accordance with the Austrian Income Tax Act and will be subject to the special flat tax rate of 27.5 per cent.

The 27.5 per cent taxation generally results in a final taxation (*Endbesteuerung*) for income tax, both in case of the imposition of a withholding tax and in case of a tax assessment, *i.e.*, the flat income tax will generally satisfy the income tax liability on the investment income; an option to assess the income at the progressive income tax rate exists (in particular for investors whose regular personal income tax rate is lower than 27.5 per cent).

Income from Notes which are not legally or factually offered to an indefinite number of persons within the meaning of the Austrian Income Tax Act would not be subject to withholding tax and final taxation but subject to normal progressive personal income tax rates (marginal tax rate of up to 50 per cent for income above EUR 90,000 p.a. and marginal tax rate applicable for years from 2016 until 2020 of up to 55 per cent as far as the income exceeds EUR 1 million p.a.).

Capital gains are not only taxed upon an actual disposition or redemption of the Notes, but also upon a deemed realisation.

- A deemed realisation takes place due to a restriction of the Austrian taxing right on the Notes (e.g. moving abroad, donation to a non-resident, etc.). If the Notes are held in an Austrian securities account, the Austrian withholding agent (custodian or paying agent) has to impose the withholding tax and such withholding tax needs to be deducted only upon an actual disposition of the Notes or withdrawal from the account. If the Holder has timely notified the Austrian withholding agent of the restriction of the Austrian taxing right on the Notes (e.g. his or her relocation to another country), not more than the value increase of the Notes until such notification is subject to Austrian withholding tax. An exemption of withholding tax applies in case of a notified moving to another Member State of the European Economic Area if the Holder presents to the Austrian withholding agent a tax assessment notice of the year of migration in which the option for a deferral of tax has been exercised.
- A deemed realisation also takes place upon withdrawals (*Entnahmen*) from an Austrian securities account and other transfers of Notes from one Austrian securities account to another one. Exemptions apply in this case for a transfer of the Notes to another deposit account, if certain information procedures are fulfilled and no restriction of the Austrian taxing right is given (e.g., no donation to a non-resident).

Losses from Notes held as private assets may only be offset with other investment income subject to the flat tax rate (excluding, *inter alia*, interest income from bank deposits and other claims against banks) and must not be offset with any other income. Mandatory loss-offsetting rules to be handled by Austrian custodians apply. A carry-forward of losses is not possible in this context.

- Notes held as business assets

Generally, the same rules as described under the previous heading apply regarding Notes that are held as business assets by tax residents who are individuals. The most important differences are the following (which are apart from the last bullet point only relevant for the assessment of the investor):

- Realised capital gains, contrary to interest income, have to be included in the investor's annual income tax return, since despite a 27.5 per cent withholding taxation that is also imposed in the context of Notes held as business assets if an Austrian custodian is involved; no final taxation for income tax applies. It is nevertheless subject to the special income tax rate of 27.5 per cent; however, this only applies to income from realised capital gains, if the realisation of such income is not a core activity of the business.
- Write-downs and realised losses derived from the sale or redemption of the Notes held as business assets may be offset with positive income from realised capital gains that are investment income in the first place; 55 per cent of the remaining losses may be offset against other income or carried forward.
- The acquisition costs of Notes held as business assets may also include ancillary costs incurred upon the acquisition.

- Loss off-setting is not made by the custodian, but can only be made in the assessment of the individual.

It is noted that expenses and costs (*Aufwendungen und Ausgaben*) directly connected with investment income are also not tax effective if the Notes are held as business assets.

Corporate residents

Corporate investors deriving business income from the Notes may avoid the application of withholding tax by filing a declaration of exemption (*Befreiungserklärung*) with the Austrian withholding tax agent, who must forward a copy thereof to the tax office. If no declaration of exemption (*Befreiungserklärung*) is filed or the requirements are not fulfilled, withholding tax is levied at the rate of 27.5 per cent (which can be reduced to 25 per cent with respect to corporations in the meaning of the Austrian Corporate Income Tax Act). Income derived from the Notes by corporate investors (including any capital gains) is subject to corporate income tax at the general corporate income tax rate of 25 per cent. Any Austrian withholding tax levied is credited as prepayment against the Austrian corporate income tax amount in the tax assessment of the corporate investor.

A special tax regime applies for private foundations (*Privatstiftungen*).

Notes held by non-residents

Non-resident investors, i.e. individuals who have neither a domicile nor their habitual abode in Austria and corporations that have neither their corporate seat nor their place of management in Austria ("*non-residents*") are not taxable in Austria with regard to their income from the Notes, provided the income is not attributable to a permanent establishment of the investor in Austria.

Since 1 January 2017 the taxation of interest income from the Notes was extended to all non-resident individuals (with the exception of persons resident in a country which takes part in the automatic information exchange). However, no such taxation of interest income applies to the Notes at hand in the case of non-resident investors, if the Issuer (i) does not qualify as a bank and (ii) has neither its seat nor its place of management in Austria and under the condition that the Issuer does not have a branch in Austria which is involved in the issuance of the Notes. The exemption of withholding tax requires (among others) a proof of the investor's non-residence (including certificate of residence of the investor). In case of any tax withheld a refund is possible to the non-resident investors upon their application which has to be filed with the competent Austrian tax office.

Accrued interest in case of a sale or other disposition of the Notes (including the difference between the sales price and the acquisition cost in case of zero-coupon-bonds) is regarded as interest income subject to non-resident taxation if the debtor of the accrued interest (the acquirer of the Notes) has its seat, domicile or its place of management in Austria or is the branch of a foreign bank, and the sales transaction, in the course of which the accrued interest is paid, is handled by an Austrian paying agent. No taxation of interest income applies vis-à-vis non-resident corporate investors. No taxation of interest also applies vis-à-vis individuals who are residents in a country, with which Austria agreed on an automatic exchange of information, if an appropriate proof is provided by the investor. The proof must be furnished, among others, by means of a certificate of residence issued by the tax authorities of the investor's residence state and further documentation in case of corporations. In case of transparent partnerships the residence status of the partners is decisive. Moreover, tax withheld may be refundable to the non-resident investors upon their application, which has to be filed – after a corresponding electronic advance notice (§ 240a Austrian Federal Tax Act) – with the competent Austrian tax office under the conditions mentioned or if a double tax treaty relief is available.

If a non-resident individual or corporation receives income from the Notes through an Austrian permanent establishment, they are to a large extent subject to the same tax treatment as resident investors, i.e., both interest income and capital gains received via the permanent establishment are subject to tax and also (in case of an Austrian withholding tax agent) to withholding tax, unless an exemption is applicable (see the description for Austrian resident investors).

Final note on withholding tax imposed in Austria

Assuming that the Issuer does not use a branch or permanent establishment in Austria for the payment of interest under the Notes, the Issuer does not assume any responsibility for Austrian withholding tax (*Kapitalertragsteuer*) charged in Austria at source and is not obliged to make additional payments in case of withholding tax deductions at source.

4. Kingdom of the Netherlands ("The Netherlands")

General

The following is a general overview of certain Netherlands withholding tax consequences of the acquisition and holding of the Notes. This overview does not purport to describe all possible tax considerations or consequences that may be relevant to a Holder or prospective Holder of Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as trusts or similar arrangements) may be subject to special rules. In view of its general nature, it should be treated with corresponding caution. Holders or prospective Holders of Notes should consult with their tax advisors with regard to the tax consequences of investing in the Notes in their particular circumstances. The discussion below is included for general information purposes only and is not tax advice or a complete description of all tax consequences relating to the acquisition, holding and disposal of the Notes.

Except as otherwise indicated, this overview only addresses Netherlands national tax legislation, published regulations thereunder and published authoritative case law, all as in effect on the date hereof, and all of which are subject to change or to different interpretation, possibly with retroactive effect. Where the overview refers to the Netherlands it refers only to the part of the Kingdom of the Netherlands located in Europe.

Withholding Tax

All payments of principal or interest made by the Issuer under the Notes to the Fiscal Agent or the Holder of the Notes may be made free of withholding or deduction of, for or on account of any taxes of whatever nature imposed, levied, withheld or assessed by the Netherlands or by any political subdivision or taxing authority thereof or therein.

5. Ireland

For the purpose of this overview, the term "entity" means a company as well as any other person that is taxable as a company for Irish corporate tax purposes.

Where this overview refers to "Ireland" or "Irish", it refers only to the territories subject to Acts of the Irish Parliament. Where this overview refers to a Holder of a Note, an individual holding a Note or an entity holding a Note, such reference is restricted to an individual or entity holding legal title to as well as an economic interest in such a Note or otherwise being regarded as owning a Note for Irish tax purposes. It is noted that for purposes of Irish income tax and corporation tax, assets legally owned by a third party such as a trustee, foundation or similar entity, may be treated as assets owned by the (deemed) settlor, grantor or similar originator or the beneficiaries in proportion to their interest in such arrangement.

Withholding Tax

Under Irish tax law there is no obligation on the Issuer to operate any withholding tax on payments of interest on the Notes except where the interest has an Irish source and is annual interest in nature. The interest could be considered to have an Irish source, where, for example, interest is paid out of funds maintained in Ireland or where the Notes are secured on Irish situate assets. The mere offering of the Notes to Irish investors or the listing of the Notes on Euronext Dublin will not cause the interest to have an Irish source.

In certain circumstances, collection agents and other persons receiving interest on the Notes in Ireland on behalf of a Holder may be obliged to operate a withholding tax.

6. Potential U.S. Withholding Tax under FATCA

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("foreign passthru payments") to persons that fail to meet certain certification, reporting or related requirements. A number of jurisdictions (including the Federal Republic of Germany) have entered into, or have agreed in substance to, intergovernmental agreements with the United States of America to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply before the date that is two years after the date of publication of final regulations with the U.S. Federal Register defining the term "foreign passthru payments." Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes.

Pursuant to § 9 sub-paragraph (2) (a) (v) of the Terms and Conditions of Preferred Senior Notes, the Issuer will not make any gross-up payments in compensation of FATCA Withholdings.

SELLING RESTRICTIONS

1. General

Each Dealer has represented and agreed, and each further Dealer appointed under this Programme will be required to represent and agree that it will comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Prospectus, any Final Terms or any offering material and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any other Dealer shall have any responsibility therefor.

Neither the Issuer nor any of the Dealers has represented that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

2. United States of America

Each Dealer has acknowledged, and each further Dealer appointed under this Programme will be required to acknowledge, that the Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended, (the "**Securities Act**") and, except as provided in the applicable Final Terms with respect to Notes with a maturity on the Issue Date of one year or less, may not be offered or sold within the United States of America 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 an exemption from the registration requirements of the Securities Act.

Accordingly, each Dealer has further represented and agreed, and each further Dealer appointed under this Programme will be required to represent and agree, that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Notes, and it and they have complied and will comply with the offering restrictions requirement of Regulation S.

From and after the time that the Issuer notifies the Dealers in writing that it is no longer able to make the representation set forth in Article 4 (1) (m) (i) of the dealer agreement, each Dealer (i) has acknowledged, and each further Dealer appointed under this Programme will be required to acknowledge, that the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States of America 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 an exemption from the registration requirements of the Securities Act; (ii) has represented and agreed, and each further Dealer appointed under this Programme will be required to represent and agree, that it has not offered or sold any Note, and will not offer or sell any Note, (x) as part of its distribution at any time and (y) otherwise until 40 days after the later of the commencement of the offering and Issue Date, only in accordance with Rule 903 of Regulation S under the Securities Act; and accordingly, (iii) has further represented and agreed, and each further Dealer appointed under this Programme will be required to represent and agree, that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Note, and it and they have complied and will comply, and each further Dealer appointed under this Programme will be required to comply, with the offering restrictions requirements of Regulation S; and (iv) has also agreed, and each further Dealer appointed under this Programme will be required to agree, that, at or prior to confirmation of any sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect.

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended, (the "**Securities Act**") and may not be offered or sold within the United States of America or to, or for the account or benefit of, U.S. persons by any person referred to in Rule 903 (b) (2) (iii) under the Securities Act (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Issue Date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S under the Securities Act."

Each Dealer who has purchased Notes of a Tranche under this Programme (or in the case of a sale of a Tranche of Notes issued to or through more than one Dealer, each of such Dealers as to the Notes of such Tranche purchased by or through it or, in the case of a syndicated issue, the relevant Lead

Manager) shall determine and notify to the Fiscal Agent the completion of the distribution of the Notes of such Tranche.

Each Dealer has represented and agreed, and each further Dealer appointed under this Programme will be required to represent and agree, that it has not entered and will not enter into any contractual arrangement with respect to the distribution or delivery of Notes, except with its affiliates or with the prior written consent of the Issuer.

Notes, other than Notes with an initial maturity of one year or less, will be issued in accordance with the provisions of United States Treasury Regulation Section 1.163-5 (c) (2) (i) (C) (the "**C Rules**"), or in accordance with the provisions of United States Treasury Regulation Section 1.163-5 (c) (2) (i) (D) (the "**D Rules**") (or any successor rules substantially in the same form as the C Rules or D Rules, as applicable, for purposes of Section 4701 of the U.S. Internal Revenue Code), as specified in the applicable Final Terms.

Where the C Rules are specified in the Final Terms as being applicable to any Tranche of Notes, Notes must be issued and delivered outside the United States of America and its possessions in connection with their original issuance. Each Dealer has represented and agreed, and each further Dealer appointed under this Programme will be required to represent and agree, that it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, Notes within the United States of America or its possessions in connection with the original issuance. Further, each Dealer has represented and agreed, and each further Dealer appointed under this Programme will be required to represent and agree, in connection with the original issuance of Notes, that it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if either such Dealer or purchaser is within the United States of America or its possessions and will not otherwise involve its U.S. office in the offer or sale of Notes. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the C Rules.

In respect of Notes issued in accordance with the D Rules, each Dealer has represented and agreed, and each further Dealer appointed under this Programme will be required to represent and agree, that:

- (a) except to the extent permitted under the D Rules, (i) it has not offered or sold, and during the restricted period will not offer or sell, Notes to a person who is within the United States of America or its possessions or to a United States person, and (ii) such Dealer has not delivered and will not deliver within the United States of America or its possessions Notes that are sold during the restricted period;
- (b) it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States of America or its possessions or to a U.S. person, except as permitted by the D Rules;
- (c) if such Dealer is a U.S. person, it has represented that it is acquiring the Notes for purposes of resale in connection with their original issuance and if such Dealer retains Notes for its own account, it will do so only in accordance with the requirements of the D Rules; and
- (d) with respect to each affiliate that acquires from such Dealer Notes for the purposes of offering or selling such Notes during the restricted period, such Dealer either (i) has repeated and confirmed the agreements contained in subparagraphs (a), (b) and (c) on such affiliate's behalf or (ii) has agreed that it will obtain from such affiliate for the benefit of the Issuer the agreements contained in subparagraphs (a), (b) and (c).

Terms used in the above paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the D Rules.

3. European Economic Area

In relation to each Member State of the European Economic Area (the European Union plus Iceland, Norway, Liechtenstein) which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to the

public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3 (2) of the Prospectus Directive, provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in each Relevant Member State.

4. United Kingdom of Great Britain and Northern Ireland ("United Kingdom")

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or as agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 ("**FSMA**") by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21 (1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

5. Japan

The Notes have not been and will not be registered under the Financial Instrument and Exchange Act of Japan (Act No. 25 of 1948, as amended; the "**FIEA**") and each Dealer has represented and agreed that it has not offered or sold and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and any applicable laws, regulations and ministerial guidelines of Japan.

6. Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under this Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (i) to "**professional investors**" as defined in the Securities and Futures

Ordinance (Cap. 571) of Hong Kong (the "**SFO**") and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a "**prospectus**" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of C(WUMP)O; and

- (b) it has not issued or had in its possession for the purpose of issue, and will not issue or have in its possession for the purpose of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "**professional investors**" as defined in the SFO and any rules made under the SFO.

7. The People's Republic of China

The Dealers and investors who are citizens of the People's Republic of China ("**PRC**"), which shall, for the purposes of this paragraph, exclude Hong Kong, Macau and Taiwan, or residents in the PRC ("**PRC Investors**") have acknowledged that this Prospectus, or the Notes or any material or information contained or incorporated by reference in this Prospectus relating to the Notes, have not been, and will not be submitted to become, approved/verified by or registered with any relevant government authorities under PRC law. Accordingly, the Notes may not be offered or sold directly or indirectly in the PRC and this Prospectus may not be supplied to the public in the PRC or used in connection with any offer for subscription or sale of the Notes in the PRC directly or indirectly. The material or information contained or incorporated by reference in this Prospectus relating to the Notes does not constitute an offer to sell or the solicitation of an offer to buy any securities by any person in the PRC. The Notes may only be offered or sold to PRC Investors that are authorised to engage in the purchase of Notes of the type being offered or sold; whereas "authorised" means

- (a) any Qualified Domestic Institutional Investor ("**QDII**") – a programme which requires specific use of funds and compliance with relevant requirements, quota and regulatory procedures with the China Securities Regulatory Commission ("**CSRC**") (for QDII managed by securities firm and mutual fund management companies) or the China Banking and Insurance Regulatory Commission ("**CBIRC**") (for QDII managed by commercial banks or by insurance asset management firms and other professional investment management institutions that meets the requirement of CBIRC) and the State Administration of Foreign Exchange;
- (b) some of licensed financial institutions such as commercial banks, securities brokerage firms and insurance companies which may carry out principal money investments (instead of client money) without participating in the QDII programme but still need to comply with relevant rules governing the investment activities of financial institutions as opposed to other types of entities; and
- (c) other types of investment vehicles that may be used, for example, the pilot programmes such as the Qualified Domestic Limited Partnership and the Qualified Domestic Investment Enterprise where relevant requirements for launching or executing the investments may vary among cities.

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under this Programme will be required to represent, warrant and agree, to and with the Issuer that it has not made, and will not make, any offers, promotions, solicitations for sales of or for, as the case may be, any Notes in the PRC, except where permitted by the CSRC or the People's Bank of China and other competent authorities or where the activity otherwise is permitted under PRC law.

PRC Investors should note that they themselves are responsible for informing themselves about observing all legal and regulatory restrictions, obtaining all relevant government regulatory approvals/licenses, verifications and/or registrations from all relevant governmental authorities (including but not limited to the CSRC, CBIRC, the People's Bank of China and/or the State Administration of Foreign Exchange), and complying with all the applicable PRC regulations, including but not limited to any relevant PRC foreign exchange regulations and/or outbound investment regulations.

8. Taiwan

The Notes have not been, and shall not be, offered, sold or re-sold, directly or indirectly to investors other than "**professional institutional investors**" (the "**Professional Institutional Investors**") as defined under Paragraph 2, Article 4 of the Financial Consumer Protection Act of the Republic of China (the "**ROC**"), which as of the date of this Prospectus includes: (i) overseas or domestic banks, securities firms, futures firms and insurance companies (excluding insurance agencies, insurance brokers and insurance surveyors), the foregoing as further defined in more detail in Paragraph 3 of Article 2 of the Organization Act of the Financial Supervisory Commission (the "**FSC**") of the ROC, (ii) overseas or domestic fund management companies, government investment institutions, government funds, pension funds, mutual funds, unit trusts, and funds managed by financial service enterprises pursuant to the ROC Securities Investment Trust and Consulting Act, the ROC Future Trading Act or the ROC Trust Enterprise Act, or investment assets mandated and delivered by or transferred for trust by financial consumers, and (iii) other institutions recognized by the FSC of the ROC. Purchasers of the Notes are not permitted to sell or otherwise dispose of the Notes except by transfer to Professional Institutional Investors.

9. Republic of Korea

The Notes have not been and will not be registered with the Financial Services Commission of Korea for public offering in Korea under the Financial Investment Services and Capital Markets Act and its subordinate decrees and regulations (collectively the "**FSCMA**"). Each Dealer has represented and agreed, and each new Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or delivered (and will not offer, sell or deliver) any Notes, directly or indirectly, or offered or sold (and will not offer or sell) any Notes to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea except as otherwise permitted under the applicable laws and regulations of Korea, including the FSCMA and the Foreign Exchange Transaction Law and its subordinate decrees and regulations (collectively, the "**FETL**"). Without prejudice to the foregoing, the number of Notes offered in Korea or to a resident in Korea shall be less than fifty, and for a period of one year from the Issue Date of the Notes, none of the Notes may be divided resulting in an increased number of the Notes. Furthermore, the Notes may not be resold to Korean residents unless the purchaser of the Notes complies with all applicable regulatory requirements (including but not limited to government reporting requirements under the FETL) in connection with the purchase of the Notes.

GENERAL INFORMATION

Listing and Admission to Trading Information

Application has been made to the Luxembourg Stock Exchange for Notes issued under this Programme to be admitted to trading on the Regulated Market "*Bourse de Luxembourg*" which is a regulated market for the purposes of the MiFID Directive amending Council Directives 85/611/EEC and 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing Council Directive 93/22/EEC, and to be listed on the Official List of the Luxembourg Stock Exchange.

However, Notes may be issued pursuant to this Programme which will not be listed on the Official List of the Luxembourg Stock Exchange or any other stock exchange as the Issuer and the relevant Dealer(s) may agree.

Undertaking

The Issuer has undertaken to publish a supplement to this Prospectus or to publish a new Prospectus if and when the information herein should become materially inaccurate or incomplete or in the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Prospectus which is capable of affecting the assessment of the Notes and, where approval by the CSSF of any such document is required, upon such approval having been given, all of which will be for use in connection with any subsequent offering of Notes to be listed on the Official List of the Luxembourg Stock Exchange.

The Issuer will, at the specified offices of the Listing and Paying Agent in the Grand Duchy of Luxembourg, provide, free of charge, upon the oral or written request therefor, a copy of this Prospectus (or any document incorporated by reference in this Prospectus). Written or oral requests for such documents should be directed to the specified office of the Listing and Paying Agent in the Grand Duchy of Luxembourg.

As long as any Notes are outstanding and listed on the Official List of the Luxembourg Stock Exchange, information will be communicated to the Holders of the Notes in accordance with Luxembourg Stock Exchange regulations and recommendations.

Authorisation

The establishment of the Programme has been authorised by a resolution of the Board of Managing Directors of DZ BANK on 2 July 2002. The unlimited Programme amount has been authorised by the responsible Members of the Board of Managing Directors of DZ BANK on 10 April 2012. The 2019 update of the Programme and the issuance of the types of Notes thereunder has been authorised by the responsible Members of the Board of Managing Directors of DZ BANK on 13 March 2019.

Each Tranche of Notes will be issued pursuant to internal rules of DZ BANK.

DOCUMENTS INCORPORATED BY REFERENCE

Documents Incorporated by Reference

- 2018 Annual Financial Statements and Management Report of DZ BANK AG, including the audited Management Report of DZ BANK AG and the audited Annual Financial Statements of DZ BANK AG, the Responsibility Statement and the Independent auditor's report (Translation), in respect of the fiscal year ended 31 December 2018; available at:
https://www.dzbank.com/content/dam/dzbank_com/en/home/profile/investor_relations/pdf_dokument_e/Berichte2018/DZ_BANK_AG_Financial_Statements_Management_Report_2018_final.pdf

 - 2018 Annual Report, including the audited Group Management Report and the audited Consolidated Financial Statements of DZ BANK Group, the Responsibility Statement and the Independent auditor's report (Translation), in respect of the fiscal year ended 31 December 2018; available at:
https://www.dzbank.com/content/dam/dzbank_com/en/home/profile/investor_relations/pdf_dokument_e/Berichte2018/DZ_BANK_Group_Annual_Report_2018_final.pdf

 - 2017 Annual Financial Statements and Management Report of DZ BANK AG, including the audited Management Report of DZ BANK AG and the audited Annual Financial Statements of DZ BANK AG, the Responsibility Statement and the Independent auditor's report (Translation), in respect of the fiscal year ended 31 December 2017; available at:
https://www.dzbank.com/content/dam/dzbank_com/en/home/profile/investor_relations/pdf_dokument_e/Berichte2017/DZ_BANK_AG_Financial_Statements_Management_Report_2017.pdf

 - 2017 Annual Report, including the audited Group Management Report and the audited Consolidated Financial Statements of DZ BANK Group, the Responsibility Statement and the Independent auditor's report (Translation), in respect of the fiscal year ended 31 December 2017; available at:
https://www.dzbank.com/content/dam/dzbank_com/en/home/profile/investor_relations/pdf_dokument_e/Berichte2017/DZ_BANK_Group_Annual_Report_2017.pdf
- and
- the Terms and Conditions included in the Debt Issuance Programme Prospectus dated 1 June 2018; available at:
<https://www.dzbank.com/dip2018>

all in the English language, are incorporated by reference into, and form part of, this Prospectus. The documents incorporated by reference with respect to DZ BANK Group and DZ BANK AG constitute English language translations of the respective German language financial statements, management report, responsibility statement, if any, and the independent auditor's report.

Comparative Table of Documents incorporated by Reference

Page / Section in Prospectus	Section of document incorporated by reference	Pages of document incorporated by reference
68 / Risk Factors regarding DZ BANK AG	Combined opportunity and risk report included in the Management report of DZ BANK AG	Pages 40 to 141 of the 2018 Annual Financial Statements and Management Report of DZ BANK AG
68 / Risk Factors regarding DZ BANK Group	Combined opportunity and risk report included in the Group management report	Pages 66 to 167 of the 2018 Annual Report of DZ BANK Group
DZ BANK AG		
Page / Section in Prospectus	Section of document incorporated by reference	Pages of document incorporated by reference
90 / Financial Information concerning DZ BANK's Assets and Liabilities,	Management Report of DZ BANK AG	Pages 2 to 141 of the 2018 Annual Financial

Page / Section in Prospectus	Section of document incorporated by reference	Pages of document incorporated by reference
Financial Position and Profits and Losses / <i>Historical Financial Information</i>		Statements and Management Report of DZ BANK AG
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Balance sheet as at December 31, 2018 included in the Annual Financial Statements of DZ BANK AG	Pages 144 to 145 of the 2018 Annual Financial Statements and Management Report of DZ BANK AG
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Income statement for the period January 1 to December 31, 2018 included in the Annual Financial Statements of DZ BANK AG	Pages 146 to 147 of the 2018 Annual Financial Statements and Management Report of DZ BANK AG
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Notes (including List of Shareholdings) included in the Annual Financial Statements of DZ BANK AG	Pages 148 to 196 of the 2018 Annual Financial Statements and Management Report of DZ BANK AG
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Responsibility Statement	Page 197 of the 2018 Annual Financial Statements and Management Report of DZ BANK AG
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Independent auditor's report (Translation)	Pages 198 to 204 of the 2018 Annual Financial Statements and Management Report of DZ BANK AG
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Management Report of DZ BANK AG	Pages 2 to 43 of the 2017 Annual Financial Statements and Management Report of DZ BANK AG
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Balance sheet as at December 31, 2017 included in the Annual Financial Statements of DZ BANK AG	Pages 154 to 155 of the 2017 Annual Financial Statements and Management Report of DZ BANK AG
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Income statement for the period from January 1 to December 31, 2017 included in the Annual Financial Statements of DZ BANK AG	Pages 156 to 157 of the 2017 Annual Financial Statements and Management Report of DZ BANK AG
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Notes (including List of Shareholdings) included in the Annual Financial Statements of DZ BANK AG	Pages 158 to 211 of the 2017 Annual Financial Statements and Management Report of DZ BANK AG
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Responsibility Statement	Page 212 of the 2017 Annual Financial Statements and Management Report of DZ BANK AG
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Independent auditor's report (Translation)	Page 213 to 220 of the 2017 Annual Financial Statements and Management Report of DZ BANK AG

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Page / Section in Prospectus	Section of document incorporated by reference	Pages of document incorporated by reference
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Group management report (excluding the section "Outlook" on pages 54 to 65)	Pages 6 to 167 of the 2018 Annual Report of DZ BANK Group
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Income statement for the period January 1 to December 31, 2018 included in the Consolidated financial statements	Pages 170 to 171 of the 2018 Annual Report of DZ BANK Group
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Statement of comprehensive income for the period January 1 to December 31, 2018 included in the Consolidated financial statements	Pages 172 to 173 of the 2018 Annual Report of DZ BANK Group
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Balance sheet as at December 31, 2018 included in the Consolidated financial statements	Page 174 of the 2018 Annual Report of DZ BANK Group
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Statement of changes in equity included in the Consolidated financial statements	Page 175 of the 2018 Annual Report of DZ BANK Group
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Statement of cash flows included in the Consolidated financial statements	Pages 176 to 177 of the 2018 Annual Report of DZ BANK Group
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Notes (including Segment information and List of shareholdings) included in the Consolidated financial statements	Pages 178 to 395 of the 2018 Annual Report of DZ BANK Group
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Responsibility Statement	Page 396 of the 2018 Annual Report of DZ BANK Group
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Independent auditor's report (Translation)	Pages 397 to 408 of the 2018 Annual Report of DZ BANK Group
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Group management report (excluding the section "Outlook" on pages 52 to 63)	Pages 4 to 171 of the 2017 Annual Report of DZ BANK Group
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Income statement for the period January 1 to December 31, 2017 included in the Consolidated Financial Statements	Page 174 of the 2017 Annual Report of DZ BANK Group
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Statement of comprehensive income for the period January 1 to December 31, 2017 included in the Consolidated Financial Statements	Page 175 of the 2017 Annual Report of DZ BANK Group

Page / Section in Prospectus	Section of document incorporated by reference	Pages of document incorporated by reference
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Balance sheet as at December 31, 2017 included in the Consolidated Financial Statements	Page 176 of the 2017 Annual Report of DZ BANK Group
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Statement of changes in equity included in the Consolidated Financial Statements	Page 177 of the 2017 Annual Report of DZ BANK Group
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Statement of cash flows included in the Consolidated Financial Statements	Pages 178 to 179 of the 2017 Annual Report of DZ BANK Group
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Notes (including Segment information and List of Shareholdings) included in the Consolidated Financial Statements	Pages 180 to 362 of the 2017 Annual Report of DZ BANK Group
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Responsibility Statement	Page 364 of the 2017 Annual Report of DZ BANK Group
90 / Financial Information concerning DZ BANK's Assets and Liabilities, Financial Position and Profits and Losses / <i>Historical Financial Information</i>	Independent auditor's report (Translation)	Page 365 to 375 of the 2017 Annual Report of DZ BANK Group

Page / Section in Prospectus	Section of document incorporated by reference	Pages of document incorporated by reference
313 / Final Terms / Part I	A1. Terms and Conditions of Fixed Rate Preferred Senior Notes	Pages 97 to 104 of the DZ BANK AG Debt Issuance Programme Prospectus dated 1 June 2018
313 / Final Terms / Part I	A2. Terms and Conditions of Floating Rate Preferred Senior Notes	Pages 105 to 116 of the DZ BANK AG Debt Issuance Programme Prospectus dated 1 June 2018
313 / Final Terms / Part I	A3. Terms and Conditions of Zero Coupon Preferred Senior Notes	Pages 117 to 124 of the DZ BANK AG Debt Issuance Programme Prospectus dated 1 June 2018
313 / Final Terms / Part I	A4. Terms and Conditions of Fixed to Floating Rate Preferred Senior Notes	Pages 125 to 137 of the DZ BANK AG Debt Issuance Programme Prospectus dated 1 June 2018
313 / Final Terms / Part I	B1. Terms and Conditions of Fixed Rate Non-Preferred Senior Notes	Pages 138 to 143 of the DZ BANK AG Debt Issuance Programme Prospectus dated 1 June 2018
313 / Final Terms / Part I	B2. Terms and Conditions of Floating Rate Non-Preferred Senior Notes	Pages 144 to 151 of the DZ BANK AG Debt Issuance Programme Prospectus dated 1 June 2018
313 / Final Terms / Part I	C1. Terms and Conditions of Fixed Rate Subordinated Notes	Pages 152 to 157 of the DZ BANK AG Debt Issuance Programme Prospectus dated 1 June 2018
313 / Final Terms / Part I	C2. Terms and Conditions of Floating Rate Subordinated Notes	Pages 158 to 167 of the DZ BANK AG Debt Issuance Programme Prospectus dated 1 June 2018
313 / Final Terms / Part I	C3. Terms and Conditions of Fixed to	Pages 168 to 178 of the DZ BANK AG

Page / Section in Prospectus	Section of document incorporated by reference	Pages of document incorporated by reference
	Floating Rate Subordinated Notes	Debt Issuance Programme Prospectus dated 1 June 2018
313 / Final Terms / Part I	A1. Anleihebedingungen für festverzinsliche bevorrechtigte nicht nachrangige Schuldverschreibungen	Pages 180 to 188 of the DZ BANK AG Debt Issuance Programme Prospectus dated 1 June 2018
313 / Final Terms / Part I	A2. Anleihebedingungen für variabel verzinsliche bevorrechtigte nicht nachrangige Schuldverschreibungen	Pages 189 to 201 of the DZ BANK AG Debt Issuance Programme Prospectus dated 1 June 2018
313 / Final Terms / Part I	A3. Anleihebedingungen für Nullkupon bevorrechtigte nicht nachrangige Schuldverschreibungen	Pages 202 to 210 of the DZ BANK AG Debt Issuance Programme Prospectus dated 1 June 2018
313 / Final Terms / Part I	A4. Anleihebedingungen für fest- zu variabel verzinsliche bevorrechtigte nicht nachrangige Schuldverschreibungen	Pages 211 to 225 of the DZ BANK AG Debt Issuance Programme Prospectus dated 1 June 2018
313 / Final Terms / Part I	B1. Anleihebedingungen für festverzinsliche nicht bevorrechtigte nicht nachrangige Schuldverschreibungen	Pages 226 to 232 of the DZ BANK AG Debt Issuance Programme Prospectus dated 1 June 2018
313 / Final Terms / Part I	B2. Anleihebedingungen für variabel verzinsliche nicht bevorrechtigte nicht nachrangige Schuldverschreibungen	Pages 233 to 240 of the DZ BANK AG Debt Issuance Programme Prospectus dated 1 June 2018
313 / Final Terms / Part I	C1. Anleihebedingungen für festverzinsliche Nachrangige Schuldverschreibungen	Pages 241 to 247 of the DZ BANK AG Debt Issuance Programme Prospectus dated 1 June 2018
313 / Final Terms / Part I	C2. Anleihebedingungen für variabel verzinsliche Nachrangige Schuldverschreibungen	Pages 248 to 258 of the DZ BANK AG Debt Issuance Programme Prospectus dated 1 June 2018
313 / Final Terms / Part I	C3. Anleihebedingungen für fest- zu variabel verzinsliche Nachrangige Schuldverschreibungen	Pages 259 to 270 of the DZ BANK AG Debt Issuance Programme Prospectus dated 1 June 2018

The information incorporated by reference that is not included in the above "Comparative Table of Documents incorporated by Reference" but included in the documents incorporated by reference, is considered as additional information and is not required by the relevant schedules of the Commission Regulation (EC) 809/2004, as amended. The respective parts of the Debt Issuance Programme Prospectus dated 1 June 2018, which, for the avoidance of doubt, are not listed in the "Comparative Table of Documents incorporated by Reference" above, are not relevant for the investor. For the avoidance of doubt, the section "Outlook" in the Group management report contained on pages 54 to 65 of the 2018 Annual Report of DZ BANK Group and on pages 52 to 63 of the 2017 Annual Report of DZ BANK Group is not incorporated by reference and does not form part of the Prospectus. Such information is not relevant for the investor. Any websites included in this Prospectus, except for the website of the Luxembourg Stock Exchange (www.bourse.lu) in the context of the documents incorporated by reference, do not form part of this Prospectus.

AVAILABILITY OF DOCUMENTS INCORPORATED BY REFERENCE

The above mentioned documents incorporated herein by reference will be published in electronic form on the website of the Luxembourg Stock Exchange (*www.bourse.lu*) and on the website of DZ BANK AG (*www.dzbank.de*). In addition, copies of the above mentioned documents incorporated herein by reference may be obtained in printed form, free of charge, upon request from the Listing and Paying Agent in the Grand Duchy of Luxembourg and from DZ BANK. The addresses of the Listing and Paying Agent in the Grand Duchy of Luxembourg and of the DZ BANK are set out in section "Names and Addresses" below.

NAMES AND ADDRESSES

Issuer

DZ BANK AG
Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main
Platz der Republik
60325 Frankfurt am Main
Federal Republic of Germany

Arranger

DZ BANK AG
Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main
Platz der Republik
60325 Frankfurt am Main
Federal Republic of Germany

Dealers

DZ BANK AG
Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main
Platz der Republik
60325 Frankfurt am Main
Federal Republic of Germany

DZ PRIVATBANK S.A.
4, rue Thomas Edison
L-1445 Strassen
Grand Duchy of Luxembourg

Fiscal Agent

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Federal Republic of Germany

German Fiscal Agent

DZ BANK AG
Deutsche Zentral-Genossenschafts-
bank, Frankfurt am Main
Platz der Republik
60325 Frankfurt am Main
Federal Republic of Germany

Listing and Paying Agent in the Grand Duchy of Luxembourg

DZ PRIVATBANK S.A.
4, rue Thomas Edison
L-1445 Strassen
Grand Duchy of Luxembourg

Legal Advisor to the Issuer

The DZ BANK Legal Department

Legal Advisor to the Dealers

Hengeler Mueller
Partnerschaft von Rechtsanwälten mbB
Bockenheimer Landstrasse 24
60323 Frankfurt am Main
Federal Republic of Germany

Auditor to the Issuer

Ernst & Young GmbH
Wirtschaftsprüfungsgesellschaft
Mergenthalerallee 3-5
65760 Eschborn/Frankfurt am Main
Federal Republic of Germany