

Terms and Conditions

PART A – SPECIFIC TERMS OF THE SECURITIES

The following are the "**Specific Terms of the Securities**" and shall, to the extent inconsistent with the General Conditions of the Securities set out in Part C (General Conditions of the Securities) of this document, replace or modify the General Conditions of the Securities. In the event of any inconsistency between these Specific Terms of the Securities and the General Conditions of the Securities, these Specific Terms of the Securities shall prevail for the purposes of the Securities. The Specific Terms of the Securities and the General Conditions of the Securities together constitute the "**Terms and Conditions**" of the relevant Securities.

General Information

Security Type	Note / Floater Note
ISIN	XS2011163172
WKN	DC5PSA
Valoren	48354614
Common Code	201116317
Issuer	Deutsche Bank AG, Frankfurt am Main
Number of the Securities	Up to 10,000 Securities at USD 1,000 each with an aggregate nominal amount of up to USD 10,000,000
Issue Price	100 per cent of the Nominal Amount per Security

Underlying

Underlying	Type:	Interest Rate
	Name:	SOFR (Secured Overnight Financing Rate)
	Sponsor:	Federal Reserve Bank of New York
	Reference Source:	Website of the Federal Reserve Bank of New York (currently at https://www.newyorkfed.org ; subpage: https://www.newyorkfed.org/markets/reference-rates/sofr (or a relevant subpage))

Product Details

Settlement	Cash Settlement
Settlement Currency	United States dollar (“USD”)
Cash Amount	The Nominal Amount
Nominal Amount	USD 1,000 per Security

Coupon

Coupon Payment	Coupon Payment applies. If a Coupon Amount will be payable on any Coupon Payment Date falling on a Settlement Date, the Coupon Amount will be payable together with, if applicable, any Cash Amount payable on that Settlement Date.
Coupon Amount	In relation to the total outstanding Nominal Amount, total outstanding Nominal Amount x Coupon x Day Count Fraction
Coupon	The SOFR – Daily Compounded on the relevant Coupon Determination Date, subject to a minimum of the Minimum Coupon and a maximum of the Maximum Coupon.
Maximum Coupon	4.00 per cent per annum
Minimum Coupon	1.01 per cent per annum
Coupon Determination Date	The fifth US Government Securities Business Day before the Coupon Payment Date for the relevant Coupon Period.
US Government Securities Business Day	Any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US government securities
SOFR – Daily Compounded	In respect of each Coupon Period, the rate of return of a daily compounded interest investment (with the SOFR as the reference rate for the calculation of interest) as calculated by the Calculation Agent on the relevant Coupon Determination Date in accordance with the following formula (expressed as a percentage rate per annum):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right]$$

Where:

"**d**" means, in relation to any Coupon Period, the number of calendar days in such Coupon Period;

"**d₀**" means, in relation to any Coupon Period, the number of US Government Securities Business Days in such Coupon Period;

"**i**" means, in relation to any Coupon Period, a series of whole numbers from one to d₀, each representing the relevant US Government Securities Business Days in chronological order from, and including, the first US Government Securities Business Day in such Coupon Period to (but excluding) the last US Government Securities Business Day in such Coupon Period;

"**n_i**" means, in relation to any US Government Securities Business Day "i", the number of calendar days from, and including, such US Government Securities Business Day "i" up to, but excluding, the following US Government Securities Business Day "i+1"; and

"**SOFR_i**" means

- (a) in relation to any US Government Securities Business Day "i" that is a Reset Date, the SOFR in respect of the US Government Securities Business Day immediately preceding such Reset Date, as published on the relevant Reset Date, and
- (b) in relation to any US Government Securities Business Day "i" that is not a Reset Date (i.e. a US Government Securities Business Day in the Suspension Period), the SOFR published on the first day of the Suspension Period for trades made on the immediately preceding US Government Securities Business Day (such first day of the Suspension Period coinciding with the Coupon Determination Date).

The resulting percentage will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, 0.0000005 being rounded upwards.

Further, for the purposes of these Specific Terms of the Securities, the following terms have the following meanings:

"**SOFR**" means in respect of any US Government Securities Business Day, the daily secured overnight financing rate as published by the Federal Reserve Bank of New York, as the administrator of such rate (or a successor administrator), on the Website of the Federal Reserve Bank of New York (currently at <https://www.newyorkfed.org>; subpage: <https://www.newyorkfed.org/markets/reference-rates/sofr> (or a relevant subpage)) on or about 8:00 a.m. (New York local time) on the immediately following US Government Securities Business Day for trades made on the preceding US Government Securities Business Day.

If such rate does not appear on the above-mentioned Website of the Federal Reserve Bank of New York (or such SOFR Successor Source as named hereinafter), the SOFR for that US Government Securities Business Day will be determined on the basis of the last US Government Securities Business Day for which such daily secured overnight financing rate was published on the Website of the Federal Reserve Bank of New York.

For the avoidance of doubt, the first SOFR applicable to the Issue Date will be the SOFR as published on the Website of the Federal Reserve Bank of New York on 19 May 2021 on or about 8:00 a.m. (New York local time) for trades made on 18 May 2021 (the preceding US Government Securities Business Day).

"**Reset Date**" means, in relation to any Coupon Period, each US Government Securities Business Day within the relevant Coupon Period, provided, however, that in respect of any Coupon period, the last five (5) US Government Securities Business Days of such Coupon Period shall be a "**Suspension Period**". During a Suspension Period, the rate for each day during that Suspension Period will be the rate value published on the first day of the Suspension Period for trades made on the immediately preceding US Government Securities Business Day.

SOFR Successor Source

- (a) The successor display page, other published source, information vendor or provider that has been officially designated by the sponsor of the Website of the Federal Reserve Bank of New York; or
- (b) if the sponsor has not officially designated a successor display page, other published source, service or provider (as the case may be), the successor display page, other published source, service or provider, if any, designated by the relevant information vendor or provider (if different from the sponsor).

Day Count Fraction

As defined under no. vi in §4(3) of the General Conditions of the Securities

30/360

Coupon Period	The period commencing on (and including) the Issue Date to (but excluding) the first Coupon Period End Date and each period commencing on (and including) a Coupon Period End Date to (but excluding) the next following Coupon Period End Date.
Unadjusted Coupon Period	Applicable
Business Day Convention	Following Business Day Convention
Coupon Period End Date	19 August 2021, 19 November 2021, 19 February 2022, 19 May 2022, 19 August 2022, 19 November 2022, 19 February 2023, 19 May 2023, 19 August 2023, 19 November 2023, 19 February 2024, 19 May 2024, 19 August 2024, 19 November 2024, 19 February 2025, 19 May 2025, 19 August 2025, 19 November 2025, 19 February 2026, and 19 May 2026.
Coupon Payment Date	19 August 2021, 19 November 2021, 19 February 2022, 19 May 2022, 19 August 2022,

19 November 2022,
19 February 2023,
19 May 2023,
19 August 2023,
19 November 2023,
19 February 2024,
19 May 2024,
19 August 2024,
19 November 2024,
19 February 2025,
19 May 2025,
19 August 2025,
19 November 2025,
19 February 2026, and
19 May 2026,

or, if such day is not a Business Day the Coupon Payment Date is postponed to the next day which is a Business Day.

Coupon Cessation Date The Settlement Date

Relevant Dates

Issue Date	19 May 2021
Value Date	19 May 2021
Initial Valuation Date	12 May 2021
Settlement Date	19 May 2026

Further Information

Business Day a day, on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) system is open, and on which commercial banks and foreign exchange markets settle payments in the Business Day Locations specified in the Specific Terms of the Securities and on which each relevant Clearing Agent settles payments. Saturday and Sunday are not considered Business Days.

Business Day Locations	London and New York City
Clearing Agent	Euroclear Bank S.A./N.V., 1 boulevard Albert II, 1210 Bruxelles, Belgium Clearstream Banking Luxembourg S.A., 42 avenue John F. Kennedy, L-1855 Luxembourg
Form of Securities	Global Security in bearer form
Governing Law	German Law

PART B – FURTHER PARTICULARS

Use of Proceeds

The net proceeds from the issue of any Securities hereunder will be applied by the Issuer for its general corporate purposes. A substantial portion of the proceeds from the issue of certain Securities may be used to hedge market risk arising from such Securities.

Country specific information:

Switzerland

Agent in Switzerland: Deutsche Bank AG, acting through its Zurich branch, being as at the Issue Date at the following address: Uraniastrasse 9, Post box 3604, 8021 Zurich, Switzerland.

Fees

Fees paid by the Issuer to the distributor

Trailer Fee¹ Not applicable

Placement fee up to 1.00 per cent of the Nominal Amount

Fees charged by the Issuer to the Security holders post issuance Not applicable

¹ The Issuer may pay placement and trailer fees as sales-related commissions to the relevant distributor(s). Alternatively, the Issuer can grant the relevant Distributor(s) an appropriate discount on the Issue Price (without subscription surcharge). Trailer fees may be paid from any management fee referred to in the Specific Terms of the Securities on a recurring basis based on the Underlying. If Deutsche Bank AG is both the Issuer and the distributor with respect to the sale of its own securities, Deutsche Bank's distributing unit will be credited with the relevant amounts internally.

PART C – GENERAL CONDITIONS OF THE SECURITIES

The following "**General Conditions of the Securities**" must be read in their entirety together with Part A (**Specific Terms of the Securities**) of this document. The Specific Terms of the Securities shall, to the extent inconsistent with the following General Conditions of the Securities, replace or modify the following General Conditions of the Securities for the purposes of these Securities. The Specific Terms of the Securities and the General Conditions of the Securities together constitute the "**Terms and Conditions**" of the relevant Securities. Terms not otherwise defined in these General Conditions of the Securities shall have the meaning given in the Specific Terms of the Securities. The Terms and Conditions are subject to adjustment in accordance with **§6**

References in the Terms and Conditions to a numbered Condition denoted by the term "§" are to the section of these General Conditions of the Securities so numbered. The Securities are Notes ("**Notes**"). References to a Security shall mean a Security with a Nominal Amount.

§1 Principal obligation

(1) Each Security (hereinafter "**Security**") belonging to a Series of Securities with the same ISIN ("**Series**") entitles its holder ("**Securityholder**") to receive from the Issuer redemption in respect of the Nominal Amount by the following means:

- payment of the Cash Amount or
- delivery of the Physical Delivery Amount, and, where applicable, payment of an adjustment amount ("**Adjustment Amount**")

in accordance with the respective Settlement chosen (cash settlement or physical delivery).

(2) (a) For cash Settlement, the Cash Amount in the Settlement Currency is rounded to the nearest two decimal places (0.005 being rounded upwards), as a general rule. By contrast, if the Settlement Currency is Japanese yen (JPY), it is rounded up to the nearest whole yen.

(b) For physical delivery Settlement, all maturing Securities of the same Series held by the same Securityholder shall be aggregated unless this is specified not to apply in the Specific Terms of the Securities. The resulting number of Physical Delivery Units in the Physical Delivery Amount is rounded down to the next whole deliverable unit. Fractional amounts of Physical Delivery Units will not be delivered.

(c) (i) Any Adjustment Amount payable per Physical Delivery Unit is the product of the fractional amount per Physical Delivery Unit omitted due to rounding down in accordance with paragraph (b) above and

- the Final Reference Level of the Physical Delivery Unit, or,
- if the Physical Delivery Amount refers to Basket Constituents, the Basket Constituent Level, in each case as of the Valuation Date.

The Specific Terms of the Securities may contain different terms.

(ii) All resulting cash amounts are added, where applicable following prior conversion into the Settlement Currency. The Calculation Agent shall use the Exchange Rate on the immediately preceding Valuation Date for the conversion. The Adjustment Amount is the result of this addition or prior conversion rounded to two decimal places (0.005 being rounded upwards), as a general rule. By contrast, if the Settlement Currency is Japanese yen (JPY), it shall be rounded up to the nearest yen.

(3) Definitions

(a) Cash Settlement

"**Cash Amount**" means an amount calculated as provided under "Cash Amount" in the Specific Terms of the Securities. It shall never be less than zero.

(b) Physical Delivery

"**Physical Delivery Amount**" means the amount specified in the Specific Terms of the Securities. Otherwise, this is calculated by multiplying the number of the respective Physical Delivery Unit specified

in the Specific Terms of the Securities, where applicable, by the Multiplier. If the Physical Delivery Amount comprises Basket Constituents, this Physical Delivery Unit is multiplied by the Basket Constituent Weight for the relevant Basket Constituent specified in the Specific Terms of the Securities.

"Physical Delivery Clearing System" means the clearing system specified for a Physical Delivery Unit for these purposes in the Specific Terms of the Securities. Otherwise the principal clearance system customarily used for settling trades for such Physical Delivery Unit on the settlement date shall be used. The Calculation Agent may alternatively choose a successor to the aforementioned clearing systems.

"Physical Delivery Unit" means the number of units of the relevant asset specified in the Specific Terms of the Securities.

(c) **Basket Constituents**

"Basket Constituent" means each asset or each reference basis in the basket specified under "Underlying" in the Specific Terms of the Securities.

"Basket Constituent Currency" means the currency specified for the relevant Basket Constituent under "Underlying" in the Specific Terms of the Securities.

"Basket Constituent Level" means the price or, as the case may be, level of a Basket Constituent on any day. This is determined at the time on such day and in the manner specified as "Relevant Basket Constituent Value" under "Underlying" in the Specific Terms of the Securities, all as determined by the Calculation Agent. The Specific Terms of the Securities may contain different terms.

"Basket Constituent Percentage Weight" means the number for a Basket Constituent or (if Portfolio is specified to apply in the Specific Terms of the Securities) a Portfolio specified as "Basket Constituent Percentage Weight" under "Underlying" in the Specific Terms of the Securities.

"Basket Constituent Weight" means the number specified as "Basket Constituent Weight" under "Underlying" in the Specific Terms of the Securities. Otherwise, this number is calculated as the quotient of (i) (as a numerator) and (ii) (as a denominator):

- (i) is equal either to
- the relevant Basket Constituent Percentage Weight if Basket Currency Exchange is not specified to apply in the Specific Terms of the Securities, or
 - if Basket Currency Exchange is specified to apply in the Specific Terms of the Securities, the product of:
 - the relevant Basket Constituent Percentage Weight; and
 - the Exchange Rate for converting the Basket Constituent Currency of such Basket Constituent into the Settlement Currency on the Basket Constituent relevant exchange date for the relevant Basket Constituent,

and

- (ii) is equal to
the Basket Constituent Level on the Initial Valuation Date.

(d) **General**

"Business Day" means any day

- on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open,
- on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the business day locations specified in the Specific Terms of the Securities, and
- on which each Clearing Agent is open for business and, if applicable,
- for the purposes of making physical deliveries, a day on which each relevant **"Physical Delivery Clearing System"** is open for business.

Saturday and Sunday are not considered Business Days. The Specific Terms of the Securities may contain different terms.

"Clearing Agent" means,

- the entity specified as such in the Specific Terms of the Securities, unless the following specific terms apply, in which case it shall be Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Germany;
- if the Securities are specified in the Specific Terms of the Securities to be Italian Securities, the Italian Clearing Agent, Piazza degli Affari, 6, I-20123 Milan, Italy;
- if the Securities are specified in the Specific Terms of the Securities to be Portuguese Securities, Interbolsa, Avenida da Boavista, n.º 3433, 4100-138 Porto, Portugal;
- if the Securities are specified in the Specific Terms of the Securities to be French Securities, Euroclear France S.A. (acting as central depository) located in 66, rue de la Victoire, 75009 Paris, France;
- if the Securities are specified in the Specific Terms of the Securities to be Spanish Listed Securities, Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A., Unipersonal ("**Iberclear**"), Palacio de la Bolsa Plaza de la Lealtad, 1 ES-28014 Madrid, Spain, as managing entity of the central registry of the Spanish Securities,
- if the Securities are specified in the Specific Terms of the Securities to be Swedish Securities, Euroclear Sweden AB (formerly known as VPC AB), P.O. Box 191, Klarabergviadukten 63, 101 23 Stockholm, Sweden;
- if the Securities are specified in the Specific Terms of the Securities to be Finnish Securities, Euroclear Finland Ltd. (formerly known as Suomen Arvopaperikeskus Oy), P.O. Box 1110, FI-00101 Helsinki, Finland, or

- if the Securities are specified in the Specific Terms of the Securities to be Norwegian Securities, Verdipapirsentralen ASA, P.O. Box 4, 0051 Oslo, Norway,

and in each case such further or alternative clearing agent or clearance system as may be approved by the Issuer from time to time and notified to the Securityholders in accordance with §16. The term Clearing Agent will include any depositary holding the Global Security on behalf of a Clearing Agent.

"Essential Characteristics" of the Securities means the characteristics of the product that are essential for the Securityholder. For example, the yield, the Underlying, the full or partial repayment of the investment at maturity, the identity of the Issuer and the duration.

"Exchange Rate" means the price of a unit of the Settlement Currency or Reference Currency expressed in the Reference Currency or Basket Constituent Currency. It shall be determined by the Calculation Agent at the Relevant Exchange Time specified in the Specific Terms of the Securities. If the Calculation Agent is prevented from doing so without a Market Disruption subsisting pursuant to §5, the Calculation Agent shall make this conversion on the next Business Day on which the obstacle has ceased to exist. The Calculation Agent shall use sources for this determination that it in its reasonable discretion deems appropriate at such time. The Specific Terms of the Securities may contain provisions differing from this.

"Final Reference Level" is as defined in the Specific Terms of the Securities.

"French Securities" means any Securities which are specified in the Final Terms to be French Securities.

"Initial Issue Price" is as defined in the Specific Terms of the Securities.

"Initial Valuation Date" is as specified in the Specific Terms of the Securities.

"Interbolsa" means Interbolsa – *Sociedade Gestora de Sistemas de Liquidação e de Sistemas Centralizados de Valores Mobiliários, S.A.*, as management company of the Portuguese securities centralised system Central de Valores Mobiliários ("**CVM**").

"Issue Date" is as defined in the Specific Terms of the Securities being the date on which the Securities are first issued.

"Issue Volume" is calculated as the product of

- (i) the Initial Issue Price and
- (ii) the number of the Securities outstanding.

"Issuer" means Deutsche Bank AG. The *Issuer* may act through its head office in Frankfurt or through its branch offices in London ("**Deutsche Bank AG, London Branch**"), Milan ("**Deutsche Bank AG, Milan Branch**"), Portugal ("**Deutsche Bank AG, Sucursal em Portugal**"), Spain ("**Deutsche Bank AG, Sucursal en España**") or Zurich ("**Deutsche Bank AG, Zurich Branch**"). The Specific Terms of the Securities contain more details on this.

"Italian Clearing Agent" means Monte Titoli S.p.A., Piazza degli Affari, 6, I-20123 Milan, Italy. Otherwise this means another central securities

depository ("CSD") (as defined in Regulation (EU) No. 909/2014) that is specified in the Specific Terms of the Securities using the T2S platform allowing for cross-CSD settlement, as defined in the Monte Titoli Settlement Service Regulations.

"**Multiplier**" is as specified in the Specific Terms of the Securities.

"**Restricted Change**" means any event (other than a Restricted Force Majeure Event) that

- (i) occurs after the Issue Date,
- (ii) substantially alters the economics of the Securities as at the Issue Date and
- (iii) is not attributable to the Issuer.

"**Restricted Event**" means a Restricted Change or a Restricted Force Majeure Event.

"**Restricted Force Majeure Event**" means a Force Majeure Event that prevents the Issuer from being able to perform its obligations under the Securities and which is not attributable to the Issuer.

"**Settlement**" means cash settlement and/or physical delivery, as specified in the Specific Terms of the Securities. If there is no information in this regard in the Specific Terms of the Securities, the securities settlement takes place through cash settlement.

"**Settlement Currency**" is as specified in the Specific Terms of the Securities.

"**Spanish Securities**" means any Securities which are specified in the applicable Specific Terms of the Securities to be either Spanish Securities (Global Security) or Spanish Listed Securities.

"**T2S**" means TARGET2-Securities, the Eurosystem service for securities settlement.

"**Trading Day**" has the following meaning:

- (i) If the Underlying
 - is not a basket or
 - is a basket and Separate Reference Item Determination applies under the Specific Terms of the Securities,

the following applies in respect of any Reference Item:

1. If
 - the Reference Source is an exchange, trading system or quotation system,

the Trading Day is a day on which

- the Reference Source and
- the relevant Related Exchange for this Reference Item, if any, is scheduled to be open for trading during its regular trading sessions.

2. If
 - the Reference Source is not an exchange, trading system or quotation system,

the Trading Day is a day on which

- the Index Sponsor is scheduled to publish the level of the Reference Item,
- each Related Exchange for this Reference Item, if any, is scheduled to be open for trading during its regular trading sessions, and
- each Relevant Exchange with respect to a Relevant Reference Item is scheduled to be open for trading during its regular trading sessions.

3. If

- the Reference Item or a Relevant Reference Item is a Fund Share, and
- fund business days are applicable according to the Specific Terms of the Securities,

the Trading Day is a day on which

- the net asset value of such Fund Share will be published,
- each Relevant Exchange with respect to a Relevant Reference Item is scheduled to be open for trading during its regular trading sessions, and
- subscriptions and redemptions of such Fund Share may be effected.

(ii) If the Underlying

- is a basket, and
- the Separate Reference Item Determination is not applicable according to the Specific Terms of the Securities,

the above provisions apply with the following proviso: a Trading Day only exists if the aforementioned preconditions are met in each case for each Reference Item and, if relevant, for each relevant Reference Source and Related Exchange, or for each Relevant Reference Item and each Relevant Exchange.

"Underlying" is as specified under "Underlying" in the Specific Terms of the Securities.

"Valuation Date" is as defined in the Specific Terms of the Securities subject to adjustment in accordance with §5(1).

"Value Date" is as defined in the Specific Terms of the Securities.

§2 Redemption

(1) General

The entitlement under §1 is payable on the Settlement Date specified in the Specific Terms of the Securities, subject to §5 and §6.

(2) Redemption

(a) If it is specified in the Specific Terms of the Securities that a Securityholder may elect either cash settlement or physical delivery, in order to obtain delivery of the Physical Delivery Amount in respect of a Security, the Securityholder must deliver to the Principal Agent, not later than the close of business in each place of receipt on the Cut-off Date specified in the Specific Terms of the Securities, a duly completed Delivery Notice. If a Delivery Notice is delivered after such time, physical delivery shall occur immediately after receipt of this Delivery Notice.

(b) As used herein:

"**Cut-off Date**" is as defined in the Specific Terms of the Securities.

"**Delivery Notice**" unless otherwise provided in the Final Terms is a notice of a Securityholder substantially in the form set out in Annex 1 to the Terms and Conditions which:

- (i) specifies the number of the Securities which are the subject of such notice;
- (ii) specifies the number of the account with the relevant Clearing Agent to be debited with such Securities and irrevocably instructs and authorises the relevant Clearing Agent to debit on or before the Settlement Date such account with such Securities, and authorises the Principal Agent to so direct the relevant Clearing Agent on behalf of the relevant Securityholder;
- (iii) where physical delivery applies, specifies the information on the accounts to which physical delivery is to be made ("Delivery Details");
- (iv) specifies the number of the account at the relevant Clearing Agent to be credited with any cash amounts payable;
- (v) includes an undertaking to pay all Securityholder Expenses and any other cash amounts, if applicable, that are payable to the Issuer in accordance with §2(4) in connection with the settlement of the relevant Securities and irrevocably instructs the relevant Clearing Agent to deduct an amount(s) in respect thereof from any cash amounts due or to debit a specified account with the relevant Clearing Agent with any such amounts in each case on or after the Cut-off Date, and authorises the Principal Agent to so direct the relevant Clearing Agent on behalf of the relevant Securityholder;
- (vi) includes confirmation
 - that neither the Securityholder nor any person on whose behalf the Securities are being held, exercised or redeemed is a US Person or a person within the United States, and

- that no cash, and in the case of a physical delivery of an Underlying, no Securities or other property have been or will be transferred to the United States or to, or for the account or benefit of, a US Person in connection with any redemption thereof.

As used herein, "**US Person**" means

1. a US Person as defined in Regulation S under the United States Securities Act of 1933, as amended,
2. a person who does not come within the definition of a "**Non-United States Person**" under Rule 4.7 of the United States Commodity Exchange Act,
3. a US Person as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations, 78 Fed. Reg. 45292 (July 26, 2013) promulgated by the United States Commodity Futures Trading Commission, or
4. any other US Person as such term may be defined in regulations or guidance adopted under the Commodity Exchange Act; and

(vii) includes an authorisation of the production of such notice in any applicable administrative or legal proceedings.

- (c) If the Securities are specified in the Specific Terms of the Securities to be Portuguese Securities any reference to Clearing Agent shall instead be read as reference to the relevant Affiliate Member of Interbolsa.
- (d) If the Securities are specified in the Specific Terms of the Securities to be French Securities any reference to Clearing Agent shall instead be read as reference to the relevant Account Holder.

(3) **Redemption Right of Issuer**

- (a) If Redemption Right has been specified to apply in the Specific Terms of the Securities, the Issuer has, subject to the prior approval of the competent authority, if legally required, the unconditional and irrevocable right (a "**Redemption Right**"), upon publication of a Redemption Notice by the Issuer, to redeem the Securities in whole, but not in part on the Redemption Date at the Cash Amount in respect of each Security.

- (b) As used herein:

"**Redemption Notice**" means an irrevocable declaration given by the Issuer to the Securityholders in accordance with §16 that the Issuer will exercise its Redemption Right. This declaration shall specify the date on which the redemption becomes effective (the "**Redemption Date**"), provided that if a Redemption Period is specified in the Specific Terms of the Securities, such date shall be within such Redemption Period, and shall not be earlier than the expiry of the Redemption Notice Time Span following but excluding the date on which the Redemption Notice is deemed to have been delivered to the Securityholders in accordance with §16. If the Redemption Date is not a Business Day, then the Redemption Date will be the immediately succeeding Business Day. Securities already redeemed can nevertheless be sold, transferred or

exercised by Securityholders on or before the third Business Day before the Redemption Date.

"**Redemption Notice Time Span**" is as defined in the Specific Terms of the Securities or, if not defined therein, is 12 months.

"**Redemption Period**" is as defined in the Specific Terms of the Securities.

(4) **Conditions to payment or delivery**

- (a) The obligation of the Issuer to make payment or delivery is subject to prior full payment by the Securityholder to the Issuer of any amount due that is owed by the Securityholder pursuant to the Terms and Conditions. In particular, such due amount includes any applicable Securityholder Expenses.
- (b) Any due amount will, as far as covered by the Cash Amount to be paid according to the Terms and Conditions, be directly subtracted from such Cash Amount(s).
- (c) If the due amount exceeds the Cash Amount to be paid according to the Terms and Conditions and if the Securityholder has not settled the excess part of the due amount, no payment or delivery shall be made by the Issuer under the Securities to such Securityholder.
- (d) As used herein:

"**Securityholder Expenses**" means, in respect of a Security, all taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising in connection with the exercise of such Security and/or any payment and/or delivery due following exercise or otherwise in respect of such Security.

§3 Settlement

(1) Scope

This §3 applies to all Notes.

(2) Settlement Currency conversion

Any cash amount payable by the Issuer shall be paid in the Settlement Currency. If payment of any amount, according to the rules of the relevant Clearing Agent, cannot be made in the Settlement Currency, such payment shall be made in the currency principally used by the relevant Clearing Agent for payments to accounts (or in the case of Portuguese Securities, for payments to Affiliate Members of Interbolsa or, in the case of French Securities, for payments to the relevant Account Holders). The amount shall be converted from the Settlement Currency to the usual currency using an Exchange Rate determined by the Calculation Agent by reference to such sources as the Calculation Agent in its reasonable discretion determines to be most appropriate for this conversion. The Specific Terms of the Securities may include different terms.

(3) Settlement / payment details

- (a) (i) The Issuer shall transfer cash amounts due to the relevant Clearing Agent or Physical Delivery Amounts to the relevant "Physical Delivery Clearing System" for transfer to the Securityholders, unless one of paragraphs (b) to (h) below applies. The Issuer will be discharged of its payment and/or delivery obligations in respect of the amount paid or the amount delivered provided that these payments or deliveries were made to the relevant Clearing Agent or the relevant "**Physical Delivery Clearing System**" or to any specified payment or delivery recipient. The Specific Terms of the Securities may include different terms.
- (ii) In the case of Notes in registered form, if applicable, payment and/or delivery to the Clearing Agent or, as the case may be, the respective Physical Delivery Clearing System shall be deemed to be made for and on behalf of any nominee shown on the Register or otherwise as beneficiary of such Notes.
- (b) The Cash Amount is payable as consideration for the use of the Nominal Amount and as compensation in recognition that the Cash Amount might otherwise have been less than the Nominal Amount.
- (c) If the Securities are specified in the Specific Terms of the Securities to be Portuguese Securities payments will,
 - (i) if such payment is payable in euro,
be debited from the relevant payment current account of the Principal Agent (acting on behalf of the Issuer). This account is the payment current account that the Principal Agent has notified to, and that has been accepted by, Interbolsa to be used on the Principal Agent's behalf for payments in respect of Securities held through Interbolsa. The payment is credited to the payment current accounts of the Affiliate Members of Interbolsa, whose securities control accounts with Interbolsa are credited with such

Securities. This is in each case carried out in accordance with the applicable procedures and regulations of Interbolsa.

The payment is subsequently debited by such Affiliate Members of Interbolsa from the aforementioned payment current accounts. The payment is then credited either (x) to the cash accounts of the owners of those Securities with such Affiliate Members of Interbolsa or (y) to the cash accounts held by Euroclear Bank SA/NV or Clearstream Banking, société anonyme and thereafter to the cash accounts held by the beneficial owners of those Securities with Euroclear Bank SA/NV or Clearstream Banking, société anonyme (as applicable). This is carried out in accordance with the rules and procedures of Interbolsa or Euroclear Bank SA/NV or Clearstream Banking, société anonyme, as the case may be; or

- (ii) if such payment is payable in a currency other than euro,
be transferred, on the due date for such payment (in each case in accordance with the applicable procedures and regulations of Interbolsa), from the account held by the Principal Agent in the Foreign Currency Settlement System (*Sistema de Liquidação em Moeda Estrangeira*), managed by Caixa Geral de Depósitos, S.A., to the payment current accounts of the Affiliate Members of Interbolsa whose control accounts with Interbolsa are credited with such Securities. The payment is subsequently debited by such Affiliate Members of Interbolsa from the relevant payment current accounts. The payment is then credited either (x) to the cash accounts of the owners of those Securities with such Affiliate Members of Interbolsa or (y) to the cash accounts held by Euroclear Bank SA/NV or Clearstream Banking, société anonyme and thereafter to the cash accounts held by the beneficial owners of those Securities with Euroclear Bank SA/NV or Clearstream Banking, société anonyme (as applicable). This is carried out in accordance with the rules and procedures of Interbolsa or Euroclear Bank SA/NV or Clearstream Banking, société anonyme, as the case may be.
- (c) The holders of Portuguese Securities must rely upon the procedures of Interbolsa to receive payment in respect of Securities. The Issuer will be discharged of its payment obligations in respect of any Portuguese Securities by payment to, or to the order of, the relevant Affiliate Members of Interbolsa, the clients of whom are shown as the registered holders of such Portuguese Securities in the records of such Affiliate Members of Interbolsa. The Issuer will be discharged of its obligations towards the relevant Securityholders in respect of each amount so paid.
- (d) If the Securities are specified in the Specific Terms of the Securities to be Spanish Listed Securities, payments will be debited from the cash account held by the Principal Agent with the Bank of Spain and credited to the cash accounts held with the Bank of Spain by the members of Iberclear whose securities accounts with Iberclear are credited with such Spanish Listed Securities. This must be carried out in accordance with the procedures and regulations of Iberclear and the Target2-System of the Bank of Spain. Thereafter, each of the members of Iberclear shall credit the relevant payments to each of the accounts of the relevant Securityholders.

- (e) The holders of Spanish Listed Securities must rely upon the procedures of Iberclear to receive payment in respect of Spanish Listed Securities. The Issuer will be discharged of its payment obligations in respect of Spanish Listed Securities towards the relevant Securityholders when the paying agent has paid, on behalf of the Issuer, the relevant amounts to each of the members of Iberclear, the clients of whom are shown as the registered Securityholders of such Spanish Listed Securities.
- (f) If the Securities are specified in the Specific Terms of the Securities to be Italian Securities any cash amounts payable by the Issuer shall be transferred to the Italian Clearing Agent for distribution through the relevant intermediary to the Securityholders.
- (g) The holders of Italian Securities must rely upon the procedures of the Italian Clearing Agent to receive payments in respect of Securities. The Issuer will be discharged of its obligations by payment to, or to the order of, the Italian Clearing Agent in respect of the amount so paid.
- (h) If the Securities are specified in the Specific Terms of the Securities to be French Securities any cash amounts payable by the Issuer shall be transferred to the relevant account denominated in the Relevant Currency of the relevant Account Holder for the benefit of the Securityholder. The Issuer will be discharged of its payment or delivery obligations by payment or delivery validly made to such Account Holder.

(4) **Verification**

Each payment or delivery is subject to reasonable satisfactory evidence being provided of the relevant Securityholder's holding of the Securities.

(5) **Payment Day**

- (a) "**Payment Day**" for amounts payable in euro means a day (other than a Saturday or Sunday) on which the following conditions are met:
 - (i) commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) and settle payments in the city where the Principal Agent is located and any Payment Day Location specified in the Specific Terms of the Securities,
 - (ii) each Clearing Agent is open for business, and
 - (iii) the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open.
- (b) If amounts are payable in a currency other than euro, (a) applies mutatis mutandis, but condition (a)(iii) above is replaced as follows:
 - (iii) commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) and settle payments in the principal financial centre of the country of such currency.
- (c) If any date on which the Issuer must pay any amount in respect of any Security is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day and shall not be entitled to any interest or other payment in respect of such delay.

(6) **General**

The Securities do not confer on any Securityholder any voting rights, rights to distributions or other rights in or arising from the Underlying, in any other asset

that is used to calculate any amount due under the Securities, or prior to any delivery, in any Physical Delivery Amount to be delivered under any delivery obligation.

(7) **Distributions after the Settlement Date**

- (a) If the Issuer receives dividends, coupons, interest or similar payments or distributions (each, a "**Distribution**") on the Physical Delivery Amount after the Settlement Date, but before fulfilling its delivery obligation, it shall deliver these Distributions to the Securityholders, irrespective of para. (6) above in the same manner as the Physical Delivery Amount. Any such Distribution to be paid to a Securityholder shall be paid to the Clearing Agent for distribution to the Securityholders. Paragraphs (b), (c) and (d) below take precedence over this obligation, where applicable.
- (b) If the Securities are specified in the Specific Terms of the Securities to be Portuguese Securities any dividend, coupon, interest or similar payment or distribution (each, a "**Distribution**") in respect of any amount to be delivered will be delivered to the party that would receive such Distribution according to market practice for a sale of the relevant amount executed for settlement on the Settlement Date, as specified in the Specific Terms of the Securities, and to be delivered in the same manner as such amount. Any such/The Distribution shall be paid to the Principal Agent for distribution to the relevant Affiliate Members of Interbolsa for subsequent distribution to the relevant Securityholders.
- (c) If the Securities are specified in the Specific Terms of the Securities to be Spanish Listed Securities any dividend, coupon, interest or similar payment or distribution (each, a "**Distribution**") in respect of any amount to be delivered will be delivered to the party that would receive such Distribution according to market practice for a sale of the relevant amount executed for settlement on the Settlement Date, as specified in the Specific Terms of the Securities, and to be delivered in the same manner as such amount. The holders of such Securities must rely upon the procedures of Iberclear to receive any such Distribution. The Issuer will be discharged of its payment obligations in respect of Spanish Listed Securities towards the relevant Securityholders when the paying agent has paid, on behalf of the Issuer, the relevant amounts to each of the members of Iberclear, the clients of whom are shown as the registered Securityholders of such Spanish Listed Securities.
- (d) If the Securities are specified in the Specific Terms of the Securities to be French Securities any dividend, coupon, interest or similar payment or distribution (each, a "**Distribution**") in respect of any amount to be delivered will be delivered to the party that would receive such Distribution according to market practice for a sale of the relevant amount executed for settlement on the Settlement Date, as specified in the Specific Terms of the Securities, and to be delivered in the same manner as such amount. Any such Distribution shall be paid by way of transfer to the account denominated in the Relevant Currency of the relevant Account Holders for the benefit of the Securityholders.

(8) **Deliveries**

Any deliveries due under the Securities shall be made at the risk of the relevant Securityholder. To this end, the Issuer shall transfer the Physical Delivery Amount to the relevant "**Physical Delivery Clearing System**" for delivery to

the relevant Securityholder. The Issuer (or the Calculation Agent, in the case of Spanish Securities) can make this delivery in such other commercially reasonable manner as it may determine to be appropriate at its reasonable discretion if the delivery is fully or partly impractical, illegal or unduly onerous. The Securityholders must be notified of this in accordance with §16. The amount to be delivered shall be evidenced in such manner as the Issuer determines to be customary for the relevant amount. The Issuer shall be under no obligation to procure the registration of any Securityholder or any other person in respect of the amount to be delivered in any Register, including in any register of members of a Share Company.

(9) **Settlement Disruption Event**

- (a) If a delivery in respect of a Security becomes due and
- (i) if the Settlement Date is not a Business Day, or
 - (ii) if prior to such delivery an event beyond the control of the Issuer occurs as a result of which the Issuer cannot make such delivery in the intended manner (each, a "**Settlement Disruption Event**"),
- then the Settlement Date for such delivery shall be postponed to the first following Business Day on which no such Settlement Disruption Event is subsisting.
- (b) If the Settlement Disruption Event is still subsisting on the fifth Business Day following the original Settlement Date, the Issuer, in its reasonable discretion, will determine on each subsequent Business Day whether the Settlement Disruption Event is likely to end within another five Business Days. If on any such further Business Day, the Issuer does not expect the Settlement Disruption Event to end over the following five Business Days or if the Settlement Disruption Event is still subsisting on the tenth Business Day following the original Settlement Date, the Issuer must give notice of this in accordance with §16. Not later than on the third Business Day following the date that notice of such a determination is given, instead of the delivery originally owed and notwithstanding any other provision in these General Conditions of the Securities, the Issuer will make a payment in the amount of the Disruption Settlement Amount of this Security defined below.
- (c) The Issuer shall calculate the "**Disruption Settlement Amount**" as follows:
- An amount equal to the Market Value of the Security concerned;
 - less any amounts already delivered or payments already made;
 - plus remaining amounts to be delivered or paid, the value of which is to be determined at the Issuer's reasonable discretion;
 - less the Security's proportionate share of the direct and indirect cost to the Issuer of unwinding any underlying related Hedging Arrangements, unless Non-Consideration of Cost has been specified to apply in the Specific Terms of the Securities.
 - The Issuer shall also take into account appropriate values for any other amount that would or could otherwise have been payable or deliverable under the relevant Securities.
- (d) The Calculation Agent shall give notice of the occurrence of a Settlement Disruption Event and the manner of the payment of the Disruption Settlement Amount immediately in accordance with §16.

- (e) No Securityholder or any other person shall be entitled to any compensation from the Issuer for any damage caused by delay as a result of any delay in a delivery due to the occurrence of a Settlement Disruption Event.

"**Market Value**" is as defined in §6(3)(f).

- (f) If Additional Adjustment/Termination Restriction is specified as applicable in the Specific Terms of the Securities, the Issuer will only be entitled to exercise the rights set forth in paragraph (b) above, if the Settlement Disruption Event qualifies as a Restricted Event.

(10) **Intervening Period**

"**Intervening Period**" means the period of time after the Settlement Date for which the Issuer or any person on behalf of the Issuer shall continue to be the owner of the amount to be delivered.

Notwithstanding paragraph 7(a) above, during the Intervening Period neither the Issuer nor any other person on behalf of the Issuer shall be under any obligation, with regard to any delivery that is due to deliver or procure delivery to any Securityholder, any subsequent beneficial owner of such amount to be delivered or any other person any letter, notice, document or payment whatsoever received by the Issuer or that other person in its capacity as the holder of such amount to be delivered. Neither the Issuer nor the other person is

- (a) under any obligation to exercise or procure the exercise of any or all rights (including voting rights) attaching to such amount during the Intervening Period; or
- (b) under any liability to any Securityholder, any subsequent beneficial owner of the amount to be delivered or any other person in respect of any loss or damage which is sustained or suffered as a result, whether directly or indirectly, of the Issuer or any other such person being the owner of such amount during such Intervening Period.

(11) **Liability (settlement risk)**

Exercise, settlement and redemption of, and any payment or delivery in respect of, the Securities is subject to the law applicable at the relevant time or to other regulations and practices. Neither the Issuer nor any Agent shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable efforts, as a result of such applicable law or other regulations or practices. Neither the Issuer nor the Agents shall be liable for any acts or defaults of any Clearing Agent in relation to the performance of its obligations in relation to the Securities.

§4 Coupon

(1) Coupon Payment

- (a) Unless Coupon Payment is specified to apply in the Specific Terms of the Securities, the Securities bear no Coupon. In such cases, the Securities pay no periodic amounts.
- (b) If Coupon Payment is specified to apply in the Specific Terms of the Securities, the Issuer shall, on each Coupon Payment Date, pay the relevant Coupon Amount. The Coupon Amount is payable as consideration for the use of the Nominal Amount in respect of a Security. The Coupon Amount is also paid as compensation in recognition that the Coupon Amount on any or all of the Coupon Payment Dates may be equal to zero, less than a commercial rate of return on the Securities or that, in cases involving conditional Coupon Payments, the condition does not occur. The Coupon Amount is also paid as compensation in recognition that the Cash Amount or value of the Physical Delivery Amount may be less than the Nominal Amount.

For the avoidance of doubt, in the event that the Coupon Amount for a Coupon Payment Date is zero, no amount shall be payable by the Issuer in respect of such Coupon Payment Date.

- (c) If a Coupon Amount has to be calculated for a Coupon Period, the Calculation Agent will calculate the Coupon Amount on the basis of the number of days in the Coupon Period, as well as the Interest Rate applicable to such period and the Day Count Fraction. Where no Interest Rate has been specified in the Specific Terms of the Securities, the Calculation Agent will use the Interest Rate which it determines would apply to a deposit of the amount of the respective Nominal Amount or the total outstanding Nominal Amount for the relevant period with a bank determined by the Calculation Agent at the relevant time. In order to determine this Interest Rate, the Calculation Agent will make enquiries with three different banks and select the highest Interest Rate.

This Interest Rate applies to each Nominal Amount or, as the case may be, the total outstanding Nominal Amount. If Coupon Payment is specified to apply in the Specific Terms of the Securities, the Coupon Amount(s) shall be the only periodic amount(s) payable for the Security.

(2) Accrual of Coupon

Other than the Coupon Amount, there will be no other periodic amount(s) payable for the Securities, and no further interest shall accrue in respect of the Securities, whether by reason of late payment of a Coupon Amount or otherwise. Coupon Amounts shall cease to be payable from and including the Coupon Cessation Date.

(3) Definitions:

"Business Day Convention" is as defined in the Specific Terms of the Securities.

"Coupon" is as defined in the Specific Terms of the Securities.

"Coupon Amount" is the amount specified in the Specific Terms of the Securities/the amount determined as specified in the Specific Terms of the Securities, or

- (i) if adjusted Coupon Periods are specified in the Specific Terms of the Securities, an amount

calculated by the Calculation Agent as specified under "Coupon Amount" in the Specific Terms of the Securities or otherwise calculated as follows:

Nominal Amount or, as the case may be, total outstanding Nominal Amount x Coupon x Day Count Fraction; or

- (ii) if unadjusted Coupon Periods are specified in the Specific Terms of the Securities:

the Coupon Amount specified for the Coupon Period in question in the Specific Terms of the Securities.

This Coupon Amount applies to each Nominal Amount or, as the case may be, the total outstanding Nominal Amount.

Each Coupon Amount will be rounded to the nearest two decimal places in the Settlement Currency, with 0.005 being rounded upwards. If, however, the Settlement Currency is Japanese yen (JPY), it is rounded up to the nearest whole yen.

The Coupon Amount shall in any case not be less than zero.

"Coupon Calculation Period" is as defined in the Specific Terms of the Securities.

"Coupon Cessation Date" is as specified in the Specific Terms of the Securities.

"Coupon Payment Date" means each day specified to be a Coupon Payment Date in the Specific Terms of the Securities.

"Coupon Period"

- (i) A Coupon Period commences, unless otherwise specified in the Specific Terms of the Securities, on

- the Value Date upon issue or, if no such date is specified in the Specific Terms of the Securities,
- the Issue Date (inclusive in each case), or
- a Coupon Period End Date (inclusive) (where there is more than one Coupon Period), but not on the last Coupon Period End Date,

and ends

- on the first Coupon Period End Date (exclusive) or
- on the next following Coupon Period End Date (exclusive).

- (ii) If any Coupon Amount is required to be calculated for a period ending other than on (but excluding) the relevant Coupon Period End Date, the "Coupon Period" is the period commencing on and including the immediately preceding Coupon Period End Date to but excluding the relevant Payment Day. If there is no such Coupon Period End Date, then the "Coupon Period" is the period commencing on and including (x) the Value Date or, (y) if no Value Date is specified in the Specific Terms of the Securities, the Issue Date, to but excluding the relevant Payment Day. The Specific Terms of the Securities may include different terms.

- (iii) If adjusted Coupon Periods are specified in the Specific Terms of the Securities and if a Coupon Period End Date falls on a day which is not a Business Day, then the Coupon Period End Date will be postponed in line with the Business Day Convention defined in the Specific Terms of the Securities. The Coupon Period will be adjusted accordingly. The same applies if adjusted Coupon Periods are specified in the Specific Terms of the Securities and in the calendar month in which a Coupon Period End Date should fall there is no numerical counterpart to this day.
- (vi) If unadjusted Coupon Periods are specified in the Specific Terms of the Securities, the Coupon Period End Date is not postponed and no corresponding adjustment is made to the Coupon Period.

"Coupon Period End Date" means each day specified to be a Coupon Period End Date in the Specific Terms of the Securities.

"Day Count Fraction" means a fraction being any of the following as specified in the Specific Terms of the Securities:

- (i) the actual number of days in the Coupon Period divided by 365 (or, if any portion of the Coupon Period falls in a leap year, the sum of
 - the actual number of days in that portion of the Coupon Period falling in a leap year divided by 366; and
 - the actual number of days in that portion of the Coupon Period falling in a non-leap year divided by 365) (Actual/Actual or Actual/Actual (ISDA));
- (ii) if the Coupon Calculation Period is no longer than the Coupon Period in which the Coupon Calculation Period ends,
the number of days in the Coupon Calculation Period divided by the product of
 - the number of days in the Coupon Period and
 - the number of days in the Coupon Period which would occur in a calendar year; and
- (iii) if the Coupon Calculation Period is longer than the Coupon Period in which the Coupon Calculation Period ends, the sum of:
 - the number of days in the Coupon Calculation Period falling in the Coupon Period in which the Coupon Calculation Period begins divided by the product of
 - the number of days in the Coupon Period, and
 - the number of days in the Coupon Period which would occur in a calendar year; and
 - the number of days in the Coupon Calculation Period falling in the next Coupon Period divided by the product of
 - the number of days in the Coupon Period, and
 - the number of days in the Coupon Period which would occur in a calendar year (Actual/Actual (ICMA Rule 251));
- (iv) the actual number of days in the Coupon Period divided by 365 (Actual/365 (Fixed));

- (v) the actual number of days in the Coupon Period divided by 360 (Actual/360);
- (vi) the number of days in the Coupon Period divided by 360. The number of days is to be calculated on the basis of a year of 360 days with 12 months each comprising 30 days. This does not apply if
 1. the last day of the Coupon Period is the 31st day of a month. In such cases, the month that includes that last day shall not be considered to be shortened to a month comprising 30 days or
 2. the last day of the Coupon Period is the last day of the month of February. In such cases, the month of February shall not be considered to be lengthened to a month comprising 30 days (30/360, 360/360 or Bond Basis);
- (vii) the number of days in the Coupon Period divided by 360. The number of days is to be calculated on the basis of a calendar year of 360 days with 12 months each comprising 30 days. The date of the first day or last day of the Coupon Period is not included. This does not apply if, in the case of a Coupon Period ending on the Settlement Date, the Settlement Date is the last day of the month of February. In this case the month of February shall not be considered to be lengthened to a month comprising 30 days. (30E/360 or Eurobond Basis); or
- (viii) the number of days in the Coupon Period divided by 360, calculated according to the following formula:

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

where:

"Y1" is the year in which the first day of the Coupon Period falls, expressed as a number,

"Y2" is the year in which the day immediately following the last day of the Coupon Period falls, expressed as a number,

"M1" is the calendar month in which the first day of the Coupon Period falls, expressed as a number,

"M2" is the calendar month in which the day immediately following the last day of the Coupon Period falls, expressed as a number,

"D1" is the first calendar day of the Coupon Period expressed as a number, where (i) if this day is the last day in February or (ii) if this number is 31, D1 is changed to 30, and

"D2" is the calendar day immediately following the last day of the Coupon Period expressed as number, where (i) if this day is the last day in February, but not the Settlement Date or (ii) if the number is 31, D2 is changed to 30 (30E/360 (ISDA)).

"Nominal Amount" is as defined in the Specific Terms of the Securities.

§5 Market Disruptions and non-Trading Day

(1) Consequences of Market Disruption

- (a) If, pursuant to the Specific Terms of the Securities, the Calculation Agent is required to determine the price or level of a Reference Item in respect of a particular day and this day is not a Trading Day, then this price or level shall be determined on the first succeeding Trading Day. This does not apply where specified otherwise below. Any day scheduled for such determination is referred to as a "**Scheduled Valuation Date**".
- (b) If, in the opinion of the Calculation Agent, on any Scheduled Valuation Date a Market Disruption has occurred in relation to any Reference Item, the determination of its price or level shall be deferred to the first succeeding Trading Day on which there is no Market Disruption for such Reference Item. The term Scheduled Valuation Date includes all Observation Dates occurring on a daily basis pursuant to the Specific Terms of the Securities, including the last occurring Observation Date, but not any other such Observation Dates on which a Market Disruption exists, and for such other Observation Dates affected by a Market Disruption the relevant Observation Date determination shall not be made.
 - (i) If the Underlying is a basket, the following applies in addition:
 1. If Separate Reference Item Determination applies under the Specific Terms of the Securities, then on this Scheduled Valuation Date, the determination of the price or level will only be deferred for the Reference Item concerned, or
 2. If Separate Reference Item Determination does not apply under the Specific Terms of the Securities, then on this Scheduled Valuation Date, the determination of the price or level will be deferred equally for all other Reference Items.

The following applies in both of the cases set out above: if, by the Ultimate Trading Day after the Scheduled Valuation Date, the first succeeding Trading Day on which there is no Market Disruption for a Reference Item has not occurred, then the Calculation Agent shall in its reasonable discretion determine the price or level of each undetermined Reference Item. If there is a Market Disruption in relation to any Reference Item on such date, this shall correspond to the price or level that the Calculation Agent determines would have prevailed but for the occurrence of a Market Disruption. In this assessment, the Calculation Agent shall take into account the prevailing market conditions on the relevant date and/or the most recently reported, published or listed level or price of the Reference Item. If applicable, the Calculation Agent shall apply the formula for and method of calculating the price or level of the Reference Item in effect immediately prior to the occurrence of the Market Disruption. If, however, Additional Adjustment/Termination Restriction applies pursuant to the Specific Terms of the Securities, then the sentences set out above only apply if the Market Disruption qualifies as a Restricted Event.

The Calculation Agent shall give notice of any such determination as soon as reasonably practicable in accordance with §16.

- (ii) If Averaging is specified to apply in the Specific Terms of the Securities and this §5(1)(b)(ii) is specified to apply in the Specific Terms of the Securities, the first succeeding Trading Day referred to in (a) or in this paragraph (b below) shall be determined as follows: the Trading Day on which a Market Disruption does not occur and which is not itself a day on which the price or level of the relevant affected Reference Item is to be determined for the purpose of calculating an average price or level. This applies, however, subject to the provisions applicable on the Ultimate Trading Day following the Scheduled Valuation Date set out in sub-paragraph (b)(i) above. If, on the other hand, this §5(1)(b)(ii) does not apply pursuant to the Specific Terms of the Securities, the determination for the relevant Scheduled Valuation Date shall be deferred to the relevant Averaging Disruption Date as provided in the Specific Terms of the Securities.

The following applies for the purposes of this §5(1):

If the Underlying is specified to be a Basket in the Specific Terms of the Securities and if Separate Reference Item Determination is specified to be applicable in the Specific Terms of the Securities, all references to a Trading Day shall be construed as references to a day which is a Trading Day determined as if the relevant Reference Item was the only Underlying. For the purposes of determining whether a Market Disruption has occurred on any day, (2) below shall be applied separately in relation to each Reference Item. References in (2) below to a Trading Day shall be construed as being a Trading Day determined as specified above in relation only to the relevant Reference Item. If it is necessary to calculate a value or level for each Reference Item on any Trading Day for the purposes of the Specific Terms of the Securities, then such Trading Day is required to be a day which is a Trading Day for all Reference Items.

If any determination(s) of the Calculation Agent in respect of any day and any Reference Item is delayed pursuant to this §5(1) then, for the avoidance of doubt, such day will itself also be deemed to be delayed – in the same manner as such determinations and by reference to the affected Reference Items – until the day on which the relevant delayed determination for the affected Reference Items has been made.

As used herein:

"**Observation Dates**" are the dates defined as such in the Specific Terms of the Securities.

(2) **Occurrence of a Market Disruption**

A "**Market Disruption**" refers to one of the scenarios set out in paragraphs (a) to (d) below. This is subject to the proviso that, in the determination of the Calculation Agent, such a scenario materially affects the valuation of a Reference Item or any Hedging Arrangements of the Issuer in relation to the Securities. With regard to Hedging Arrangements, this does not apply if Additional Adjustment/Termination Restriction is specified as applicable in the Specific Terms of the Securities. A Market Disruption in respect of a Relevant Reference Item shall be deemed to be a Market Disruption in respect of the related Reference Item.

- (a) If the Reference Source for a Reference Item or Relevant Reference Item is an exchange, a trading system or a quotation system, the following scenarios are deemed to constitute a Market Disruption:
- (i) the failure of the relevant Related Exchange or Reference Source to open for trading during its regular trading session on any Trading Day;
 - (ii) the Reference Item or the Relevant Reference Item is an index, but the relevant Index Sponsor fails to publish the level of such index on any Trading Day;
 - (iii) one of the following scenarios exists during the one hour period prior to the Relevant Time or at the Relevant Time for a Reference Item or Relevant Reference Item:
 - 1. any suspension of or limitation imposed on trading by the relevant Reference Source or Related Exchange or on any other exchange or trading system or quotation system on which a Reference Item is listed or quoted, in particular:
 - a. of a Reference Item or Relevant Reference Item on the relevant Reference Source; or
 - b. on any Reference Source as a whole (except if the Reference Item is specified to be a Multi-Exchange Index in the Specific Terms of the Securities); or
 - c. in options contracts or futures contracts on or relating to a Reference Item on any Related Exchange; or
 - 2. as determined by the Calculation Agent, the ability of market participants to do the following is generally impaired:
 - a. to effect transactions in, or obtain Market Values for, a Reference Item or Relevant Reference Item on the relevant Reference Source; or
 - b. to effect transactions in, or obtain Market Values for, options contracts or futures contracts relating to a Reference Item or Relevant Reference Item on any Related Exchange; or
 - (iv) the closure on any Trading Day of a Reference Source or Related Exchange prior to its Scheduled Closing Time. A scenario in which such earlier closing time is announced by the relevant Reference Source or Related Exchange at least one hour prior to the earlier of the two points in time set out below shall not constitute a Market Disruption:
 - 1. the actual closing time for the regular trading session on the relevant Reference Source or Related Exchange on the relevant Trading Day; or
 - 2. the submission deadline for orders to be entered into the relevant Reference Source or Related Exchange system for execution at the Relevant Time on such Trading Day.
- (b) If the Reference Source for a Reference Item or Relevant Reference Item is not an exchange, a trading system or a quotation system as determined by the Calculation Agent, the following scenario is deemed to constitute a Market Disruption:

It is not possible to determine the price or value (or an element of such price or value) of such Reference Item or Relevant Reference Item by reference to such Reference Source according to the applicable rules or normal procedures. This applies regardless of the reason why such determination is impossible provided that the cause is beyond the reasonable control of the Calculation Agent.

(c) If the Reference Item is defined in the Specific Terms of the Securities as an "**Emerging Market Underlying**", the following scenarios are deemed to constitute a Market Disruption:

(i) Where the Reference Currency for a Reference Item is different from the Settlement Currency, the occurrence at any time during the term of the Securities of an event which the Calculation Agent determines would have the effect of preventing the Issuer or any Hedging Party from taking the action defined below. The same applies if an event occurs which would have the effect of restricting or delaying such action (if Additional Adjustment/Termination Restriction is specified as applicable in the Specific Terms of the Securities, however, this shall not constitute a Market Disruption):

1. converting the Reference Currency into the Settlement Currency through customary legal channels and/or at an Exchange Rate at least as favourable as the rate for domestic institutions located in the Relevant Country;
2. transferring the Reference Currency or Settlement Currency from accounts inside the Relevant Country to accounts outside the Relevant Country, or from the Relevant Country to a party that is a non-resident of such Relevant Country;
3. transferring the Reference Currency or Settlement Currency between accounts inside the Relevant Country or inside the Relevant Country to a party that is a non-resident of such Relevant Country; or

(ii) the Relevant Country imposes controls or introduces laws or regulations, or announces its intention to do so, changes or announces its intention to change the interpretation or administration of any laws or regulations, in each case which the Calculation Agent determines is likely to affect the Issuer's ability to acquire, hold, transfer or realise or otherwise to effect transactions in relation to the Reference Item.

Where the Reference Item is, under the heading of "Underlying" in the Specific Terms of the Securities, specified to be a Rate of Exchange, the above references within this paragraph (c) to "**Reference Currency**" should be read as references to "**Second Currency**" and references to "**Settlement Currency**" as references to "**First Currency**"; or

(d) A general banking moratorium is declared in respect of banking activities in the Relevant Country.

(3) **Definitions:**

(a) "**Hedging Arrangements**" means the arrangements the Issuer makes to ensure that the relevant cash amounts or assets to be paid or delivered under the relevant Terms and Conditions are available to it as

these fall due. The Issuer can purchase the individual Underlying of the Security either directly or indirectly for this purpose.

- (b) "**Hedging Party**" means any third party providing the Issuer with Hedging Arrangements as described in the definition of Hedging Arrangements above.
- (c) "**Index Sponsor**" means, in relation to a Reference Item or Relevant Reference Item which is an index pursuant to the Specific Terms of the Securities,
 - (i) the Index Sponsor specified for such index in the Specific Terms of the Securities, or
 - (ii) the entity determined by the Calculation Agent to be principally responsible for the determination and publication of such index.

In either case, references to an Index Sponsor shall include any Successor Sponsor.

- (d) "**Ultimate Trading Day**" means the eighth Trading Day unless otherwise specified in the Specific Terms of the Securities.
- (e) "**Relevant Exchange**" means, with respect to a Relevant Reference Item, the primary exchange on which such Relevant Reference Item is listed or traded, or any successor determined by the Calculation Agent. The Specific Terms of the Securities may contain different terms under the heading "Underlying".
- (f) "**Relevant Country**" means, as determined by the Calculation Agent, each of:
 - (i) any country (or any political or regulatory authority thereof) in which a Reference Currency or the Settlement Currency is the legal tender or official currency; and
 - (ii) any country (or any political or regulatory authority thereof) with which a Reference Item or Relevant Reference Item or the issuer of such a Security has a material connection. In determining what is material the Calculation Agent may refer to such factors as it may deem appropriate, in particular, the country in which any such issuer is incorporated or, in relation to an index, countries in which the Index or Relevant Reference Item is calculated or published.
- (g) "**Relevant Reference Item**" means, in respect of an index that is a Reference Item, any index or other constituent used for the calculation or determination of such index or any asset or reference basis constituting such Reference Item at the relevant time.
- (h) "**Multi-Exchange Index**" means each Reference Item specified under the heading "Underlying" in the Specific Terms of the Securities to be a Multi-Exchange Index.
- (i) "**Reference Currency**", in relation to a Reference Item, is the Reference Currency specified in the Specific Terms of the Securities. In the case of a Basket Constituent, the Reference Currency is the Basket Constituent Currency. If no such information is provided, the Settlement Currency is the Reference Currency. "**Reference Currency**", in relation to a Relevant Reference Item, is the currency in which such asset is denominated or quoted or with which it is most closely connected, as determined by the Calculation Agent.

- (j) The "**Reference Item**" corresponds to the Underlying as specified under the heading "Underlying" in the Specific Terms of the Securities. If the Underlying consists of a basket of assets or reference bases, each Basket Constituent constitutes a Reference Item. A value (in particular an Interest Rate) that is not an Underlying or a Basket Constituent is considered to be a Reference Item if it is an economic variable that is used, after the Securities have been issued, to determine payments, deliveries or value-determining factors of the Securities (e.g. in connection with a Financing Component).
- (k) "**Reference Source**", in relation to a Reference Item or Relevant Reference Item, is as specified in the Specific Terms of the Securities or any successor determined by the Calculation Agent. Otherwise, the Reference Source is the Reference Source determined by the Calculation Agent to be applicable to the valuation of the Reference Item or Relevant Reference Item, as applicable for the purposes of determining its relevant level or value. Where more than one Reference Source is specified in the Specific Terms of the Securities, each of them shall be a Reference Source.
- (l) "**Scheduled Closing Time**" is the scheduled weekday closing time of the Reference Source, Related Exchange or Relevant Exchange on such Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.
- (n) "**Affiliate**" means any entity controlled, directly or indirectly, by the Issuer, any entity that controls, directly or indirectly, the Issuer, or any entity under common Control with the Issuer. "**Control**" means ownership of a majority of the voting rights and "**controlled by**" and "**controls**" shall be construed accordingly.
- (m) "**Related Exchange**" means, with respect to a Reference Item or Relevant Reference Item, each exchange, trading system or quotation system, and any successor determined by the Calculation Agent, whose trading has an effect on the overall market for options contracts or futures contracts on the Reference Item or Relevant Reference Item. The Specific Terms of the Securities may contain different terms.
- (o) "**Relevant Time**" means, with respect to a Reference Item or Relevant Reference Item,
 - (i) where the Reference Item is not specified to be a Multi-Exchange Index in the Specific Terms of the Securities, the time by reference to which the Calculation Agent determines the level or value of such Reference Item or Relevant Reference Item; and
 - (ii) where the Reference Item is specified to be a Multi-Exchange Index in the Specific Terms of the Securities,
 1. for the purposes of determining whether a Market Disruption has occurred,
 - a. in respect of any Reference Item, the Scheduled Closing Time on the relevant Reference Source in respect of such Reference Item; and
 - b. in respect of any options contracts or futures contracts on or relating to such Reference Item, the close of trading on the Related Exchange; and

2. in all other circumstances, the time at which the official closing level of such index is calculated and published by the relevant Index Sponsor.

(4) **Rate determination**

Where the Underlying or a Reference Item is an Interest Rate or if a Coupon is to be determined by reference to one or more interest rates (each an "**Interest Rate**") for the purpose of calculating a liability due under §1 or §4, the following provisions shall apply.

If on any Relevant Date it is not possible (for reasons beyond the reasonable control of the Calculation Agent) to determine the relevant Coupon by reference to the relevant Interest Rates according to the rules or normal or accepted procedures for the determination of such Interest Rates, each affected Interest Rate will be determined as follows:

- The Calculation Agent shall base its determination on Interest Rates at which deposits in the relevant currency are offered by the Reference Banks at or about the Market Relevant Time on that day to prime banks in the Relevant Market for a period of the Designated Maturity commencing on that day and for a Representative Amount.
- The Calculation Agent will request the principal offices in the Relevant Market of each of the Reference Banks to provide a quotation of their Interest Rate. If at least two quotations are provided as requested, the relevant Interest Rate for that day will be the arithmetic mean of the quotations.
- If fewer than two quotations are provided as requested, the Calculation Agent shall determine the Interest Rates quoted by major banks selected by it in the Substitute Market
 - on that day
 - at the Relevant Time
 - to leading European banks
 - for loans in the relevant currency
 - for a period of the Designated Maturity
 - commencing on that day and
 - for a Representative Amount.

The arithmetic mean of these Interest Rates shall constitute the relevant Interest Rate for that day.

- The Specific Terms of the Securities may contain different terms.

(5) **Definitions:**

Rate determination

- (a) "**Substitute Market**" means
 - (ii) if the relevant Interest Rate relates to loans denominated in USD or any currency other than euro: New York City;
 - (ii) if the relevant Interest Rate relates to loans denominated in euro: the Euro-zone.
- (b) "**Euro-zone**" means the region comprised of member states of the European Union that adopted the euro as their official currency in

accordance with the Treaty on the Functioning of the European Union, as amended.

- (c) "**Designated Maturity**" is as defined in the Specific Terms of the Securities or, if not defined there, is the term of the loans to which the relevant Interest Rate relates.
- (d) "**Market Relevant Time**" means, in respect of a Relevant Market or Substitute Market, approximately 11.00 a.m. local time in the location of such Relevant Market or Substitute Market, as applicable, provided that Brussels shall be the location of the Euro-zone market.
- (e) "**Relevant Market**" means
 - (i) if the relevant Interest Rate relates to loans denominated in USD or any currency other than euro: the London interbank market;
 - (ii) if the relevant Interest Rate relates to loans denominated in euro: the Euro-zone interbank market.
- (f) "**Reference Banks**" means four major banks in the Relevant Market selected by the Calculation Agent, which may include the Issuer as well as one of its Affiliates.
- (g) "**Representative Amount**" means an amount that is representative for a single transaction in the respective market at the relevant time and, with regard to the Relevant Market if the relevant Interest Rate relates to loans denominated in euro, the assumption of an Actual/360 day count basis.

§6 Adjustment Events and Adjustment/Termination Events

The following §6 does not apply if the Eligible Liabilities Format is specified to apply in the Specific Terms of the Securities.

(1) Adjustment Events

The Securities may be subject to events which materially affect, or are likely to materially affect, the economic value of the Issuer's payment or delivery obligations in respect of the Securities as compared to before and after the occurrence of an Adjustment Event in a way which has not been reflected in the pricing and economic parameters of the Securities.

As a result, following the occurrence of such an event, the Calculation Agent has the right

- *to make adjustments to the Terms and Conditions or, if it determines that it is not able to make an appropriate adjustment,*
- *to treat the Adjustment Event as an Adjustment/Termination Event.*

(a) The occurrence of any of the following events set out under "**General Adjustment Events**" or "**Specific Adjustment Events**" below, in each case, in respect of a Reference Item, shall constitute an "**Adjustment Event**":

(i) General Adjustment Events:

1. An event occurs which materially affects, or is likely to materially affect, the value of such Reference Item,
2. has or is likely to have a dilutive or concentrative influence on the theoretical value of the Reference Item, or
3. otherwise materially disrupts the economic link between the value of such Reference Item and the Securities subsisting immediately prior to the occurrence of such event; or
4. material modification of a Reference Item, or of the underlying constituents or reference bases for any Reference Item, occurs.

(ii) Specific Adjustment Events:

1. The events and circumstances specified as Adjustment Events in para. (5) below.
2. If Additional Adjustment/Termination Restriction is specified as applicable in the Specific Terms of the Securities and the proposed adjustment relates to the Essential Characteristics of the Securities, the Issuer shall only be entitled to exercise the adjustments provided for in this §6(1) or in §6(3) below if the Adjustment Event qualifies as a Restricted Event.

(b) If the Calculation Agent determines that an Adjustment Event has occurred, it may make adjustments to the Terms and Conditions at its reasonable discretion. Any such adjustment must be necessary or appropriate in the Calculation Agent's reasonable discretion to

(i) account for the effect of such Adjustment Event, and

- (ii) to preserve as nearly as practicable the value of the Issuer's payment or delivery obligations in respect of the Securities as compared to before and after the occurrence of such Adjustment Event and the economic link between the Underlying and the Securities.
- (c) Where the Underlying, or the relevant Reference Item, is an index (in each case as specified under the heading "Underlying" in the Specific Terms of the Securities), the determination of the level of that index on that date may include, without limitation, using, in lieu of a published level for that index, the level for that index as at that date as determined by the Calculation Agent in accordance with the formula for, and method of, calculating that index last in effect prior to the relevant Adjustment Event. Only those Relevant Reference Items that comprised that index immediately prior to the event are used.
- (d) Where the Underlying, or the relevant Reference Item, is a Managed Basket (in each case as specified under the heading "Underlying" in the Specific Terms of the Securities), it may be determined that the basket becomes static and that the Securityholders are granted an additional exercise date, which shall not be earlier than six weeks following and excluding the date on which the Issuer has informed the Securityholders and the Calculation Agent of the occurrence of an Adjustment Event (an "**Additional Exercise Date**").
- (e) In using its discretion, the Calculation Agent will take into account the implications of different potential adjustments for the Issuer and Securityholders.
- (f) The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such event made by a Related Exchange to options or futures contracts on the relevant Reference Item traded on that Related Exchange. Any such adjustment may take into account, as the Calculation Agent deems appropriate, any tax, duty, withholding, deduction or other charge whatsoever (including but not limited to a change in tax consequences) for the Issuer as a result of the Adjustment Event.
- (g) The Calculation Agent determines when these adjustments become effective.
- (h) Upon making any such adjustment, the Calculation Agent shall give notice as soon as practicable to the Securityholders in accordance with §16, stating the adjustment made to the Terms and Conditions and giving brief details of the relevant Adjustment Event.
- (i) Such adjustments may take into account and pass on to Securityholders any increased direct or indirect cost to the Issuer as a result of or in connection with the relevant Adjustment Event. This includes, without limitation, any tax, duty, withholding, deduction or other charge whatsoever (including but not limited to a change in tax consequences) for the Issuer and the transfer of these costs to the Securityholders. Such change in tax consequences may include, but is not limited to, any changes resulting from any Hedging Arrangements of the Issuer in relation to the Securities. This does not apply if Non-Consideration of Cost is specified as applicable to the Securities in the Specific Terms of the Securities.

- (j) If Minimum Redemption payable has been specified to apply in the Specific Terms of the Securities, the Calculation Agent will not make any adjustments that would reduce the Issuer's obligations to less than the Minimum Redemption.
- (k) If Adjustment/Termination Restriction is specified as applicable in the Specific Terms of the Securities and notwithstanding anything to the contrary in these Terms and Conditions, in exercising its discretion and in making any election, determination or adjustment, the Issuer, the Calculation Agent and any other relevant Agent shall do so in good faith and in a commercially reasonable manner, to preserve the economics of the agreed terms, as far as possible. Any such election, determination or adjustment shall not create a significant imbalance between the rights and obligations of the Issuer compared to the Securityholders, to the detriment of the Securityholders.

(2) **Adjustment/Termination Events**

The occurrence of certain events may have the result that the Issuer

- *is not able to continue to perform its obligations under the Securities or*
- *cannot continue its Hedging Arrangements in respect of the Securities or*
- *would have to bear increased costs, taxes or expenses.*

These factors are not included in the pricing and the economic parameters of the Securities.

As a result, following the occurrence of such an event, the Calculation Agent has the right

- *to make adjustments to the Terms and Conditions,*
- *to substitute a Reference Item,*
- *if a Minimum Redemption Amount has been specified to apply in the Specific Terms of the Securities, to make the Minimum Redemption, to pay Coupon Amounts or other amounts or to make a physical delivery, or,*
- *if a Minimum Redemption Amount has not been specified to apply in the Specific Terms of the Securities, to cancel and terminate the Securities following the occurrence of any such Adjustment/Termination Event.*

This is part of the economic risk Securityholders bear when investing in the Securities and the basis on which the price and economic parameters of the Securities are determined.

The occurrence of any of the following events set out under "**General Adjustment/Termination Events**" or "**Specific Adjustment/Termination Events**" below, in each case, in respect of

- (a) the Securities or
- (b) a Reference Item (as specified in the Specific Terms of the Securities under the heading "Underlying"),

shall constitute an "**Adjustment/Termination Event**":

- (i) General Adjustment/Termination Events:
see para. (4) below.

(ii) Specific Adjustment/Termination Events:

any event specified as an Adjustment/Termination Event in para. (5) below.

(3) **Consequences of an Adjustment/Termination Event**

(a) If Additional Adjustment/Termination Restriction is specified as applicable in the Specific Terms of the Securities the Issuer shall only be entitled to take the actions provided for in §6(1) or in §6(3) if the Adjustment/Termination Events qualify as Restricted Events.

(b) Following the determination by the Calculation Agent that an Adjustment/Termination Event has occurred, the Calculation Agent may take any of the following actions. **In particular, it should be noted that para. (e) below allows a Termination and cancellation of the Securities:**

(i) Other than in respect of an Adjustment/Termination Event in §6(4)(c) below, the Calculation Agent may make such adjustments to the Terms and Conditions as it, in its reasonable discretion, determines necessary or appropriate in order to

- account for the effect of such Adjustment/Termination Event, and/or
- preserve as nearly as practicable the value of the Issuer's payment or delivery obligations in respect of the Securities as compared to before and after the occurrence of such Adjustment/Termination Event and the economic link between the Underlying and the Securities. The Calculation Agent determines when these adjustments become effective.

(ii) Where the Underlying, or the relevant Reference Item, is an index (in each case as specified under the heading "Underlying" in the Specific Terms of the Securities), the determination of the level of that index on that date may include, without limitation, using, in lieu of a published level for that index, the level for that index as at that date as determined by the Calculation Agent in accordance with the formula for and method of calculating that index last in effect prior to the relevant Adjustment/Termination Event. Only those Relevant Reference Items that comprised that index immediately prior to the event are used.

(iii) In using its discretion, the Calculation Agent will take into account the implications of different potential adjustments for the Issuer and Securityholders.

(iv) Such adjustments may take into account and pass on to Securityholders any increased direct or indirect cost to the Issuer as a result of or in connection with the relevant Adjustment/Termination Event. This includes, without limitation, any tax, duty, withholding, deduction or other charge whatsoever (including but not limited to a change in tax consequences) for the Issuer. Such change in tax consequences may include, but is not limited to, any changes resulting from any Hedging Arrangements of the Issuer in relation to the Securities. This does not apply if Non-Consideration of Cost is specified as applicable to the Securities in the Specific Terms of the Securities.

- (v) The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such event made by a Related Exchange to options or futures contracts on the relevant Reference Item traded on that Related Exchange or the adjustments that would follow from the rules and precedents set by an exchange or trading system or quotation system to account for the relevant Adjustment/Termination Event that in the determination of the Calculation Agent would have given rise to an adjustment by the exchange or trading system or quotation system if such options or futures contracts were traded thereon.
 - (vi) If Minimum Redemption payable has been specified to apply in the Specific Terms of the Securities, the Calculation Agent will not make any adjustments that would reduce the Issuer's obligations to less than the Minimum Redemption.
 - (vii) If Adjustment/Termination Restriction is specified as applicable in the Specific Terms of the Securities and notwithstanding anything to the contrary in these Conditions, in exercising its discretion and in making any election, determination or adjustment, the Issuer, the Calculation Agent and any other relevant Agent shall do so in good faith and in a commercially reasonable manner, to preserve the economics of the agreed terms, as far as possible. Any such election, determination or adjustment shall not create a significant imbalance between the rights and obligations of the Issuer compared to the Securityholders, to the detriment of the Securityholders.
- (c)
- (i) If Underlying Replacement has been specified to apply in the Specific Terms of the Securities, or where the relevant Reference Item is an Interest Rate, an Index, a Rate of Exchange or a commodity, the Calculation Agent shall replace the relevant Reference Item affected by the Adjustment/Termination Event with a Replacement Reference Item, determined in accordance with paragraph (d) below, on or after the Cut-off Date of such Adjustment/Termination Event.
 - (ii) However, if the relevant Adjustment/Termination Event is a Merger Event and the consideration granted for the relevant Reference Item as part of the Merger Event consists of assets other than cash that are not already included in the Underlying, as specified under the heading "Underlying" in the Specific Terms of the Securities, then the Calculation Agent may at its option adjust the Underlying to include the relevant quantity (determined with regard to the economic terms of the Securities) of such assets to which a holder of the Reference Item would be entitled prior to the occurrence of the Merger Event.
 - (iii) The Calculation Agent shall make such adjustments to the Terms and Conditions as it in its reasonable discretion deems appropriate to account for such substitution or additional assets, in each case consistent with accepted market practice for the Replacement Reference Item.
 - (iv) If Adjustment/Termination Restriction is specified as applicable in the Specific Terms of the Securities and notwithstanding anything to the contrary in these Conditions, in exercising its discretion and

in making any election, determination or adjustment, the Issuer, the Calculation Agent and any other relevant Agent shall do so in good faith and in a commercially reasonable manner, to preserve the economics of the agreed terms, as far as possible. Any such election, determination or adjustment shall not create a significant imbalance between the rights and obligations of the Issuer compared to the Securityholders, to the detriment of the Securityholders.

(v) If the relevant Reference Item is an Interest Rate, the Calculation Agent shall replace the relevant Reference Item affected by the Adjustment/Termination Event with a Replacement Reference Item on the date of

- cessation of publication or discontinuation of the relevant Reference Item (but not on the date of any public statement announcing that the relevant Reference Item will be ceased to be published or discontinued in future),
- in case of a statement of a competent authority that, in the view of such authority, the Relevant Benchmark is no longer representative, or will no longer be representative, of the underlying market or other reality that the Relevant Benchmark purports to measure, the date on which the Relevant Benchmark ceases to be representative according to such statement, or which the statement indicates or suggests for ceasing to use the Relevant Benchmark, or
- any (practical or legal) impossibility of use of the relevant Reference Item.

(d) If the relevant Reference Item is an Interest Rate, the Replacement Reference Item shall apply to the calculation of interest rates to be fixed on or after such date of replacement, but not to interest periods where the Interest Rate has been fixed before such date. The Calculation Agent, in its reasonable discretion, may apply an adjustment spread to the Replacement Reference Item and make other adjustments to the Terms and Conditions, with a view to maintaining the economic position of the Securityholders when the Replacement Reference Item is used, giving due consideration to

- (i) any applicable legal or regulatory requirement or guidance, or
- (ii) any adjustment that is used for comparable products.

Furthermore, the Calculation Agent shall give due consideration to any convention evolving or then existing in the industry or industry-accepted adjustments, as well as any adjustments recommended by a relevant body.

(e) (i) If

- the Calculation Agent is not able to determine or effect an appropriate adjustment pursuant to §6(1) above or
- the direct and indirect costs to the Issuer to effect appropriate adjustments pursuant to §6(1) and connected with effecting such adjustments, as determined by the Calculation Agent, would if deducted (on a pro rata amount per Security) from the amount payable without such adjustment, reduce an

amount payable to less than the Minimum Redemption (but this does not apply if Non-Consideration of Cost is specified as applicable in the Specific Terms of the Securities),

the Securities may be terminated and cancelled by the Issuer giving notice to Securityholders as soon as practicable in accordance with §16, which notice shall contain brief details of the Adjustment/Termination Event and of the Cash Amount ("**Adjustment/Termination Notice**").

- (ii) If the Securities are so terminated and cancelled, the Issuer will, if and to the extent permitted by applicable law, pay an amount to each Securityholder in respect of each Security held by such Securityholder equal to the Market Value of a Security taking into account the relevant Adjustment/Termination Event less a Security's proportionate share of the direct and indirect cost to the Issuer of unwinding any underlying related Hedging Arrangements unless Non-Consideration of Cost has been specified to apply in the Specific Terms of the Securities, all as determined by the Calculation Agent in its reasonable discretion.
- (iii) In case Adjustment/Termination Restriction is specified as applicable in the Specific Terms of the Securities:
 - in case of a Termination and cancellation pursuant to a Restricted Force Majeure Event, the Issuer will, if and to the extent permitted by applicable law, pay an amount to each Securityholder in respect of each Security held by such Securityholder equal to the Market Value of a Security taking into account the relevant Adjustment/Termination Event, less any costs necessary for the payment of the Security's Market Value pursuant to such early Termination;
 - in case of a Termination and cancellation pursuant to a Restricted Change, the Issuer will, if and to the extent permitted by applicable law, pay an amount to each Securityholder in respect of each Security held by such Securityholder equal to the Market Value of a Security taking into account the relevant Adjustment/Termination Event. The Adjustment/Termination Notice shall also state that Securityholders have the right to select settlement under the Securities at their scheduled Settlement Date by payment of the Settlement Redemption Amount, and contain a description of the procedure for a Securityholder to exercise its option, including the form of the notice that a Securityholder must complete to exercise its option (the "**Option Notice**") and the final date on which a Securityholder may exercise the option (the "**Option Cut-off Date**"). A Securityholder may exercise such option in respect of some or all of the Securities held by such Securityholder by delivery of a duly completed Option Notice to the Principal Agent, with a copy to the relevant Clearing Agent, not later than the Option Cut-off Date specified in the Adjustment/Termination Notice (a notice validly delivered in accordance with this provision shall be a "**Valid Notice**"). In respect of each Security in respect of which a Securityholder has delivered a

Valid Notice, the Issuer shall pay the Settlement Redemption Amount on the scheduled Settlement Date for the Securities.

In the event of a Termination in accordance with this paragraph (iii), no costs will be charged to the Securityholder and, if Additional Adjustment/Termination Restriction is specified as applicable in the Specific Terms of the Securities, any Cash Amount will be increased by the Issuer Costs Reimbursement Amount.

- (iv) Payment will be made in such manner as shall be notified to the Securityholders in accordance with the Adjustment/Termination Notice. Upon payment of the respective Cash Amount, the Issuer shall have no further obligation whatsoever under the Securities.
- (v) If the Securities are specified in the Specific Terms of the Securities to be Italian Securities intended to be listed and admitted to trading on an Italian regulated market or Italian multilateral trading facility so requiring, such amount paid as a result of the Securities' termination and cancellation shall be at least equal to the Nominal Amount in respect of each Security.
- (vi) The Calculation Agent shall, as soon as practicable after receipt of any written request from a Securityholder to do so, advise the Securityholders of any determination made by it pursuant to this §6 which occurs on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Securityholders copies of any such determinations.

(f) **Definitions**

As used herein, and, if applicable, for the purposes of other Terms and Conditions:

"**ICRA**" means the Issuer Costs Reimbursement Amount.

"**Issuer Costs Reimbursement Amount**" means, in respect of one Security, an amount equal to the product of (i) and (ii). where:

- (i) are the total costs of the Issuer (including, without limitation, structuring costs) paid by the original Securityholder as part of the Issue Price of the Security, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner; multiplied by
- (ii) is the quotient of:
 1. the number of calendar days falling in the period commencing on, but excluding, the date on which the Issuer gives the Adjustment/Termination Notice and ending on, and including, the Settlement Date of the Securities; divided by
 2. the number of calendar days falling in the period commencing on, but excluding, the Issue Date of the Securities and ending on, and including, the Settlement Date of the Securities.

"**Market Value**", in relation to a Security, means the fair market value of such Security as determined by the Calculation Agent, by reference to such factor(s) as it determines appropriate at the relevant time and which may include the following, without limitation:

- (i) market prices or values for the Underlying(s) and other relevant economic variables (such as interest rates or Rates of Exchange) at the relevant time;
- (ii) the remaining life of the Securities had they remained outstanding to scheduled maturity and/or any scheduled early redemption date;
- (iii) if Adjustment/Termination Restriction is specified as applicable in the Specific Terms of the Securities and the Adjustment Event is neither a Force Majeure Event nor an Illegality Event, the value at the relevant time of any Minimum Redemption which would have been applicable had the Securities remained outstanding to scheduled maturity or any scheduled early redemption date;
- (iv) internal pricing models;
- (v) prices at which other market participants might bid for Securities similar to the Securities;
- (vi) any relevant quotations or other relevant market data in the relevant markets, which may include relevant rates, prices, yields, yield curves, volatilities, spreads, correlations and any options or other derivative pricing model; and
- (vii) information of the type described in the sub-paragraph above from internal sources of the Issuer or any of its Affiliates if that information is of a type used by the Issuer in its regular course of business for the valuation of similar instruments as the Securities.

"Settlement Redemption Amount", means, in relation to a Security, the higher of

- (a) the Minimum Redemption and
- (b) the amount determined in accordance with the following formula:

$$(\text{Savings Component Value} + \text{Derivative Value}) \times (1 + r)^n$$

where:

"Savings Component Value" means, in respect of a Security, the present value of the Minimum Redemption on the date on which the event triggering early redemption occurs.

"Minimum Redemption" means, unless otherwise specified within the Specific Terms of the Securities, zero.

"Security Component" means 100 percent of the Nominal Amount of the relevant Security.

"Derivative Component" means, in respect of a Security, the option component or embedded derivative(s) in respect of the Nominal Amount, which provides exposure to the Underlying, the terms of which are fixed on the trade date of the Securities (as determined by the Calculation Agent) in order to enable the Issuer to issue such Security at the relevant price and on the relevant terms. For the avoidance of doubt, the Security Component in respect of the Nominal Amount is excluded from the Derivative Component.

"Derivative Value" means, in respect of a Security, the greater of zero and the value (if any) of the Derivative Component in respect of such Security, as calculated by the Calculation Agent on the date the Issuer gives the

Adjustment/Termination Notice by reference to such factor(s) as it determines appropriate at the relevant time and which may include the following, without limitation:

- any relevant quotations or other relevant market data in the relevant markets, which may include relevant rates, prices, yields, yield curves, volatilities, spreads, correlations and any options or other derivative pricing model; and
- information of the type described in (i) above from internal sources of the Issuer or any of its Affiliates if that information is of a type used by the Issuer in its regular course of business for the valuation of similar derivatives.

"n" means the remaining term of the Securities, calculated from (but excluding) the date the Issuer gives the Adjustment/Termination Notice to (and including) the Settlement Date, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

"r" means the annualised Interest Rate that the Issuer offers on the date that the Issuer gives the Adjustment/Termination Notice for a Security with a maturity date that is the Settlement Date of the Securities, taking into account the credit risk of the Issuer, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

(g) **Replacement Reference Item**

(i) Where the relevant Reference Item is an Interest Rate, an Index, a Rate of Exchange or a commodity:

- if a Pre-Nominated Replacement Reference Item is specified in the Specific Terms of the Securities, the Replacement Reference Item shall, subject to paragraph (ii) below, be such Pre-Nominated Replacement Reference Item; or
- if either
 1. no Pre-Nominated Replacement Reference Item is specified in the Specific Terms of the Securities or
 2. the replacement of the relevant Reference Item affected by the Adjustment/Termination Event by the Pre-Nominated Replacement Reference Item would not yield a commercially reasonable result,

the Replacement Reference Item shall be any index, Reference Item, rate, other price source or asset that the Calculation Agent determines in its reasonable discretion to yield a commercially reasonable result when used as Replacement Reference Item, provided it measures or represents a substantially comparable market or other reality, giving due consideration to

1. any applicable legal or regulatory requirement or guidance, or
2. any evolving or then existing convention for similar reference items or an industry-accepted replacement for the relevant Reference Item, as well as any replacement reference items recommended by a relevant body.

(ii) As used herein, and, if applicable, for the purposes of other Terms and Conditions:

"Pre-Nominated Replacement Reference Item" means the first of the indices, Reference Items, rates or other price sources or assets specified as such in the Specific Terms of the Securities that is not subject to an Adjustment/Termination Event.

(4) **General Adjustment/Termination Events**

- (a) An event occurs which materially affects, or is likely to materially affect, the method by which the Calculation Agent determines the level or price of any Reference Item or the ability of the Calculation Agent to determine the level or price of any Reference Item;
- (b) a Reference Item is materially modified or affected, whether as a result of a De-Listing, Merger Event, Tender Offer, Termination, redemption, Insolvency, Nationalisation, a material change in the formula or method for calculating such Reference Item or a material change in its Investment Guidelines, policies, strategy, management or constitutional documents. The same applies if any other event occurs which the Calculation Agent determines, in its reasonable discretion, constitutes a material modification of or materially affects a Reference Item, including a Reference Item permanently ceasing to be provided;
- (c) an Adjustment Event has occurred in respect of which the Calculation Agent determines that it is not able to make an appropriate adjustment pursuant to §6(1) above;
- (d) the Issuer determines that:
 - (i) the performance of its obligations under the Securities has or will become illegal (an "**Illegality Event**");
 - (ii) the performance of its obligations under the Securities has or will become practically impossible in whole or in part;
 - (iii) the performance of its obligations under the Securities has or will become not reasonably practical in whole or in part or such performance would incur materially increased direct or indirect costs, taxes, duties or expenses (as compared to the position on the Issue Date);
 - (iv) it is illegal or not reasonably practical for the Issuer to acquire, establish, re-establish, substitute, maintain, unwind or dispose of its Hedging Arrangements with respect to the Securities, or the Issuer will incur materially increased direct or indirect costs, taxes, duties or expenses in continuing to implement Hedging Arrangements (as compared to the position on the Issue Date), including, without limitation, due to adverse effects on the tax position of the Issuer (this does not apply if Adjustment/Termination Restriction is specified as applicable to the Securities in the Specific Terms of the Securities)

(without limitation the Issuer may determine this in circumstances where there is a change in applicable law (including without limitation, any tax law) in any relevant jurisdiction or interpretation by any court, tribunal or regulatory authority of any such applicable law (including any action taken by a taxing authority), a decline in the number of appropriate third parties with whom to contract or with whom to contract on reasonable terms in relation to any Reference Item, a material lack of liquidity in the market for any shares, options, instruments or other assets typically used for offsetting risk in relation to a Reference Item);

- (e) unless "**Adjustment/Termination Restriction**" for the Securities has been specified to apply in the Specific Terms of the Securities, the Issuer determines that it is unable, after using commercially reasonable efforts, to realise, recover or remit the proceeds of any Hedging Arrangement(s);
- (f) the Issuer determines, at any time, that a Market Disruption exists on any Ultimate Trading Day pursuant to §5 and that any valuation methods provided in §5 for this case would not be appropriate for the purposes of making the relevant calculation, and the Issuer then elects to treat such Market Disruption as an Adjustment/Termination Event;
- (g) a Force Majeure Event occurs. For these purposes a "**Force Majeure Event**" means an event or circumstance which prevents or materially affects the performance of the Issuer's obligations and may include a system failure, fire, building evacuation, natural or man-made disaster, act of God, armed conflict, act of terrorism, riot or labour disruption or any similar intervening circumstances;
- (h) liquidity or market conditions in relation to any Reference Item (including the trading of any Reference Item) are materially adversely affected other than where this leads to a Market Disruption;
- (i) in respect of a Relevant Benchmark or its administrator or sponsor, any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that the Issuer, the Calculation Agent or any other relevant entity is not, or will not be, permitted under any applicable law or regulation to use the Relevant Benchmark to perform its or their respective obligations under the Securities; or
- (j) in respect of a Relevant Benchmark, a public statement or publication of information by
 - (i) its administrator or sponsor that it will cease, or has ceased, publishing the Relevant Benchmark (provided that, at the time of such statement or publication, there is no successor administrator or sponsor that will continue to provide the Relevant Benchmark),
 - (ii) a competent authority or court that the Relevant Benchmark has been or will be indefinitely discontinued, or
 - (iii) a competent authority that, in the view of such authority, the Relevant Benchmark is no longer representative, or will no longer be representative, of the underlying market or other reality that the Relevant Benchmark purports to measure.

As used herein:

"**Relevant Benchmark**" means the Reference Item, the relevant Reference Item or any index, reference item, rate, value or other price source that is an element of such Reference Item or relevant Reference Item.

(5) **Specific Adjustment Events and Adjustment/Termination Events in relation to different Reference Items**

Set out below are Adjustment Events and Adjustment/Termination Events where the Reference Item (as specified under the heading "Underlying" in the Specific Terms of the Securities) is any of the following: an Index, a Share, an Other Security, a Commodity, a Rate of Exchange, a Futures Contract or a Managed Basket.

(a) **Share**

Where the Underlying, or a relevant Reference Item, is a Share, in each case as specified under the heading "Underlying" in the Specific Terms of the Securities:

- (i) In addition to §6(1)(a) the following shall each be an Adjustment Event:
1. a subdivision, consolidation or reclassification of relevant Shares (unless it has resulted in a Merger Event) or a free Distribution or dividend of any such shares to existing holders by way of bonus, capitalisation or similar issue;
 2. a Distribution, issue or dividend to existing holders of the relevant Shares of
 - a. additional shares,
 - b. other share capital or securities granting the right to payment of dividends or the proceeds of liquidation of the Share Company equally or proportionately with such payments to holders of such Shares, or
 - c. share capital or other securities of another issuer as a result of a "spin-off" or other similar transaction, or
 - d. any other type of securities, rights or warrants or other assets, in any case for payment (in cash or in other consideration) at less than the prevailing market price as determined by the Calculation Agent;
 3. an extraordinary dividend;
 4. a call by the Share Company in respect of relevant Shares that are not fully paid;
 5. a repurchase by or on behalf of the Share Company or any of its subsidiaries of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, Securities or otherwise;
 6. in respect of a Share Company, an event that results in any shareholder rights being distributed, or becoming separated from shares of common stock or other shares of the capital stock of such Share Company pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their Market Value as determined by the Calculation Agent;
 7. any redemption of shareholder rights referred to under 6 above; and
 8. any other event that may have a diluting or concentrative or other effect on the theoretical value of the relevant Shares.

(ii) In addition to §6(4) the following shall each be an Adjustment/Termination Event:

1. A "**De-Listing**" which means, for any Share for which the Reference Source is an exchange or a trading system or a quotation system, the Reference Source announces that pursuant to the rules of such Reference Source, such Share ceases (or will cease) to be listed, traded or publicly quoted on the Reference Source for any reason (other than a Merger Event or Tender Offer) and is not immediately re-listed, re-traded or re-quoted on an exchange, trading system or quotation system acceptable to the Calculation Agent;
2. an "**Insolvency**" which means by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Share Company
 - a. all the Shares of that Share Company are required to be transferred to a trustee, liquidator, receiver or other similar official; or
 - b. holders of the shares of that Share Company become legally prohibited from transferring them;
3. "**Merger Event**" which means, in respect of any relevant Shares, any
 - a. reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person;
 - b. Merger Event (consolidation, amalgamation, merger) or binding share exchange of a Share Company with or into another entity or person (other than a consolidation, amalgamation, Merger Event or binding share exchange in which such Share Company is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding);
 - c. Tender Offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 percent of the outstanding Shares of the Share Company that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person); or
 - d. Merger Event (consolidation, amalgamation, merger) or binding share exchange of the Share Company or its subsidiaries with or into another entity or person in which the Share Company is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity or person) immediately prior to such event collectively representing less than 50 percent of the outstanding Shares immediately following such event,

in each case if the Merger Date is on or before the last possible date on which the Calculation Agent could be required by the Terms and Conditions to determine the price or value of the relevant Share;

4. "**Nationalisation**" which means all the relevant Shares or all or substantially all of the assets of a Share Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;
5. "**Tender Offer**" which means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 percent and less than 100 percent of the outstanding voting shares of the Share Company, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

As used herein:

A "**Merger Date**" means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

"**Share Company**" means with respect to a Share, the issuer specified for such Share under the heading "Underlying" in the Specific Terms of the Securities.

(b) **Index**

Where the Underlying, or a Relevant Reference Item, is an Index, in each case as specified under the heading "Underlying" in the Specific Terms of the Securities:

- (i) In addition to §6(1)(a) the following shall each be an Adjustment Event:
 1. Any Index is not calculated or announced by the Index Sponsor specified under the heading "Underlying" in the Specific Terms of the Securities but is calculated by a successor sponsor (the "**Successor Sponsor**") acceptable to the Calculation Agent.
 2. Any such Index is replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Index specified under the heading "Underlying" in the Specific Terms of the Securities.

The consequences of such Adjustment Event may be, in each case that the relevant Index will be the index so calculated and announced by such Successor Sponsor or that successor index, as the case may be.

- (ii) In addition to §6(4) the following shall each be an Adjustment/Termination Event:

On or prior to any date with respect to which the Calculation Agent is required to determine the level of an Index, the relevant Index Sponsor or, if applicable, the Successor Sponsor

1. makes or announces that it will make a material change in the formula for, or the method of, calculating that Index or in any other way materially modifies that Index; or
 2. permanently cancels that Index; or
 3. fails to calculate and announce that Index,
- in each case, the provisions of §6(5)(b)(i) above do not apply.

(c) **Other Security**

Where the Underlying, or a Relevant Reference Item, is an Other Security, in each case as specified under the heading "Underlying" in the Specific Terms of the Securities:

- (i) In addition to §6(1)(a) the following shall each be an Adjustment Event:
 - other than a De-Listing, an Insolvency or a Termination
 - (a) the Reference Issuer amends the terms and conditions of the relevant Other Securities or irreversibly converts the relevant Other Securities into different securities; or
 - (b) the aggregate amounts due under the Other Securities are altered (other than due to any scheduled redemption, amortisation or prepayment).
- (ii) In addition to §6(4) the following shall each be an Adjustment/Termination Event:
 1. a "**De-Listing**" which means, for any Other Security for which the Reference Source is an exchange, a trading system or a quotation system, the Reference Source announces that pursuant to the rules of such Reference Source, such Other Security ceases (or will cease) to be listed, traded or publicly quoted on the Reference Source for any reason and is not immediately re-listed, re-traded or re-quoted on an exchange, trading system or quotation system acceptable to the Calculation Agent;
 2. an "**Insolvency**" which means the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution, winding-up or other cessation of business operations or any analogous proceeding in relation to a Reference Issuer; and
 3. a "**Termination**" which means, in relation to an issue of Other Securities, such issue has been terminated, cancelled or otherwise ceased to be outstanding for any reason.

As used herein:

"**Reference Issuer**" means the entity specified as the issuer of the relevant Other Security within the Specific Terms of the Securities.

(d) **Commodity**

Where the Underlying, or a Relevant Reference Item, is a Commodity, in each case as specified under the heading "Underlying" in the Specific Terms of the Securities, and which may be determined by reference to a futures contract (a "**Futures Contract**"):

(i) In addition to §6(1)(a) the following shall each be an Adjustment Event:

1. a relevant Commodity or relevant Futures Contract is traded on the Reference Source as compared to the Issue Date in a different quality or different content, constitution or composition (for example in a different degree of purity or with a different point of origin);
2. any other event or measure as a result of which the Commodity or relevant Futures Contract, as traded on the Reference Source, is changed or altered; and
3. a material suspension of, or a material limitation imposed on, trading in the Futures Contract or Commodity on the Reference Source or in any other relevant futures contract, options contract or commodity on any exchange, trading system or quotation system, where such event is determined by the Calculation Agent not to be a Market Disruption.

(ii) In addition to §6(4) the following shall each be an Adjustment/Termination Event:

1. the permanent discontinuation of trading, in a relevant Futures Contract or Commodity on the relevant Reference Source, the disappearance of, or of trading in, the Commodity or the disappearance or permanent discontinuance or unavailability of any relevant price or value for a Commodity or Futures Contract (notwithstanding any availability of the related Reference Source or the status of trading in the relevant Futures Contract or the Commodity);
2. the occurrence of a material change in the formula for or method of calculating any relevant price or value for a Commodity or Futures Contract after the Issue Date;
3. the failure of the Reference Source to announce or publish any relevant price or value for a Commodity or Futures Contract (or the information necessary for determining any such price or value) or the temporary or permanent discontinuance or unavailability of the Reference Source, where such event is determined by the Calculation Agent not to be a Market Disruption; and
4. where the Reference Source for a relevant Commodity is an exchange or a trading system or a quotation system, the Reference Source announces that pursuant to the rules of such Reference Source, any material options or futures contract on or relating to such Commodity ceases (or will cease) to be listed, traded or publicly quoted on the Reference Source for any reason.

(e) **Rate of Exchange**

Where the Underlying, or a Relevant Reference Item, is a foreign Rate of Exchange (a "**Rate of Exchange**") referring to two or more currencies (each a "**Relevant Currency**"), in each case as specified under the heading "Underlying" in the Specific Terms of the Securities:

In addition to §6(1)(a) the following shall each be an Adjustment Event:

- (i) a Relevant Currency is, in its function as legal tender, in the country or jurisdiction, or countries or jurisdictions, maintaining the authority, institution or other body which issues such Relevant Currency, replaced by another currency, or merged with another currency to become a common currency;
- (ii) a Relevant Currency in its function as legal tender ceases, for any reason, to be legal tender in the country or jurisdiction, or countries or jurisdictions, maintaining the authority, institution or other body which issues such Relevant Currency; and
- (iii) where the Reference Source for any Rate of Exchange is an exchange or a trading system or a quotation system, the Reference Source announces that pursuant to the rules of such Reference Source, the rate of exchange between the relevant First Currency and Second Currency ceases (or will cease) to be listed, traded or publicly quoted on the Reference Source for any reason and is not immediately re-listed, re-traded or re-quoted on an exchange, trading system or quotation system acceptable to the Calculation Agent.

As used herein:

"**First Currency**" means the currency appearing first in the definition of the relevant Rate of Exchange or, in the case of a Rate of Exchange referring to more than two currencies, the first currency referred to in each constituent rate of such Rate of Exchange.

"**Second Currency**" means the currency appearing second in the definition of the relevant Rate of Exchange or, in the case of a Rate of Exchange referring to more than two currencies, the second currency referred to in each constituent Rate of Exchange.

(f) **Futures Contract**

Where the Underlying, or a Relevant Reference Item, is a Futures Contract, in each case as specified under the heading "Underlying" in the Specific Terms of the Securities:

- (i) In addition to §6(1)(a) the following shall each be an Adjustment Event:
 - 1. the terms and conditions of the relevant Futures Contract, or its underlying concepts or reference assets or bases, are materially modified;
 - 2. any other event or measure as a result of which the Futures Contract, as traded on the Reference Source, is changed or altered; and
 - 3. a material suspension of, or a material limitation imposed on, trading in the Futures Contract on the Reference Source or in any other relevant futures contract or options contract on any

exchange, trading system or quotation system, where such event is determined by the Calculation Agent not to be a Market Disruption.

- (ii) In addition to §6(4) the following shall each be an Adjustment/Termination Event:
1. the permanent discontinuation of trading, in a relevant Futures Contract on the relevant Reference Source, the disappearance or permanent discontinuance or unavailability of any relevant price or value for a Futures Contract (notwithstanding any availability of the related Reference Source or the status of trading in the relevant Futures Contract);
 2. a material change in the formula for or method of calculating any relevant price or value for a Futures Contract;
 3. the failure of the Reference Source to announce or publish any relevant price or value for a Futures Contract (or the information necessary for determining any such price or value) or the temporary or permanent discontinuance or unavailability of the Reference Source, where such event is determined by the Calculation Agent not to be a Market Disruption;
 4. where the Reference Source for a Futures Contract is an exchange or a trading system or a quotation system, the Reference Source announces that pursuant to the rules of such Reference Source, such Futures Contract ceases (or will cease) to be listed, traded or publicly quoted on the Reference Source for any reason; and
 5. the Futures Contract has been terminated, cancelled or otherwise ceased to be outstanding for any reason.

(g) **Fund Shares**

Where the Underlying, or Relevant Reference Item, is a Fund Share, in each case as specified under the heading "Underlying" in the Specific Terms of the Securities:

- (i) In addition to §6(1)(a) the following shall each be an Adjustment Event:
1. a subdivision, consolidation or reclassification of relevant Fund Shares (unless an Adjustment/Termination Event) or a free Distribution or dividend of any such Fund Shares to existing holders by way of bonus, capitalisation or similar issue;
 2. a Distribution or dividend to existing holders of relevant Fund Shares of
 - a. additional Fund Shares, or
 - b. other share capital or securities granting the right to payment of dividends, redemption amounts or other amounts or delivery of assets or the proceeds of liquidation of the Fund equally or proportionately with such payments or deliveries to holders of such Fund Shares, or

- c. share capital or other securities of another issuer acquired by the Fund as a result of a "spin-off" or other similar transaction, or
 - d. any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent;
- 3. an extraordinary dividend;
- 4. a call by the Fund in respect of relevant Fund Shares that are not fully paid;
- 5. with respect to a Fund an event that results in any shareholder rights pursuant to a shareholder rights agreement or other plan or arrangement of the type commonly referred to as a "poison pill" being distributed, or becoming separated from shares of common stock or other shares of the capital stock of such Fund (provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights);
- 6. the occurrence of a tender offer (a "**Tender Offer**") by any entity or person to purchase more than 10 percent but less than 50 percent of the outstanding voting shares of any class of shares of the Fund, as determined by the Calculation Agent based upon the making of filings with governmental agencies or the nature and terms of the Tender Offer;
- 7. any failure by a Fund or any Specified Party to deliver or publish or cause to be delivered or published information that such Fund or such Specified Party has agreed to deliver or publish pursuant to
 - a. any Fund Information Documents or
 - b. any agreement entered into between
 - (x) the relevant Fund or Specified Party and
 - (y) the Issuer, any Hedging Party, or the Calculation Agent, such agreement providing for an obligation on the part of the relevant Fund or Specified Party to provide certain information to such party (or parties as applicable);
- 8. the Calculation Agent determines, that the reported net asset value of a Fund Share of a Fund is not reflective of the liquidation proceeds that a Hedging Party in such Fund Shares would receive in respect of a notional liquidation of those Fund Shares by the date described in the actual or documented liquidity terms of such Fund Shares;
- 9. any material change in the formula for or the method of calculating or any change in the periodicity of the calculation or publication of the net asset value or other price or value of the relevant Fund Share, or in the composition or weighting of the prices or assets on the basis of which such net asset value or other price or value is calculated; or

10. any other event that may have, in the opinion of the Calculation Agent, a dilutive or concentrative or other effect on the theoretical value of the Fund Shares.
- (ii) In addition to §6(4) the following shall each be an Adjustment/Termination Event:
1. for any Fund Share for which the Reference Source is an exchange, a trading system or a quotation system, the Reference Source announces that pursuant to the rules of such Reference Source, the Fund Share ceases (or will cease) to be listed, traded or publicly quoted on the Reference Source for any reason and is not immediately re-listed, re-traded or re-quoted on an exchange, trading system or quotation system acceptable to the Calculation Agent;
 2. the Fund repurchases, redeems or is required by any applicable regulatory authority to repurchase or redeem relevant Fund Shares (other than in accordance with the normal redemption or realisation procedures for such Fund Shares) whether out of profits or capital and whether the consideration for such repurchase is cash, Securities or otherwise;
 3. in relation to a Fund Share,
 - a. the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution, winding-up or other cessation of trading of or any analogous proceeding in relation to
 - (x) the relevant Fund or
 - (y) the relevant Master Fund or
 - (z) unless replaced with a successor acceptable to the Calculation Agent, the relevant Specified Party or
 - b. all such Fund Shares are required to be transferred to a trustee, liquidator or other similar official;
 4. the occurrence of any of the following events:
 - a. any litigation, arbitration, investigation, proceeding or regulatory or governmental action exists, is commenced or is threatened in relation to a Fund, its Master Fund or any Specified Party; or
 - b. unless Adjustment/Termination Restriction has been specified to apply in the Specific Terms of the Securities, any change in the legal, tax, accounting or regulatory treatment of a Fund or its Master Fund or Specified Party which would have an adverse impact for the Issuer or Hedging Party as a holder of Fund Shares in such Fund;
 5. in respect of a Fund, its Manager or its Master Fund:
 - a. an irrevocable commitment to transfer all of the relevant Fund Shares or shares or units in such Master Fund outstanding; or
 - b. a Merger Event (consolidation, amalgamation, merger) of such Fund, such Manager or such Master Fund with

or into another fund or fund manager other than a Merger Event (consolidation, amalgamation, merger) in which such Fund or its Master Fund or its Manager is the continuing Fund, Master Fund or Manager, as the case may be; or

- c. a Tender Offer for such Fund, Master Fund or Manager that results in a transfer of or an irrevocable commitment to transfer all of the relevant Fund Shares or shares or units in such Master Fund or all the shares of such Manager (other than Fund Shares or shares owned or controlled by the offeror);
6. any Specified Party of the Fund or any Specified Party of the Master Fund ceases to act in its relevant capacity as service provider to the Fund or the Master Fund, as the case may be, and is not immediately replaced in such capacity by a successor acceptable to the Calculation Agent;
7. a material modification or breach of the investment objectives, investment policies, investment strategy, investment process or investment guidelines (however described) ("**Investment Guidelines**") of the Fund or the Master Fund;
8. a material modification or breach of the conditions in place for the relevant Fund or the relevant Master Fund (including but not limited to a modification or breach of the Fund Information Document or the memorandum and articles of association or other constitutional documents of the Fund or any prospectus, information memorandum or similar document (including any document supplementing, amending or restating the same) or memorandum and articles of association or other constitutional documents of the Master Fund);
9. the currency of denomination of any Fund Shares of a Fund is amended or the net asset value of the Fund Shares of a Fund is no longer calculated in the currency that applied on the Issue Date;
10. interruption, breakdown or suspension of the calculation or publication of the net asset value or other value or price of the Fund or Master Fund;
11. a material modification of the type of assets in which the Fund or the Master Fund invests or the trading practices of the Fund or the Master Fund (including but not limited to a material deviation from the Investment Guidelines set out in any Fund Information Document);
12. the non-execution or partial execution or delayed execution by or on behalf of the Fund for any reason of a subscription or redemption order in respect of any Fund Shares given by the Issuer or any Hedging Party;
13. any redemption of Fund Shares occurs in whole or in part otherwise than by payment of an amount in cash;

14. the Fund otherwise suspends subscriptions or redemptions of any Fund Shares;
15. any event or circumstance (whether or not in accordance with the constitutive documents and Investment Guidelines of the Fund) in respect of the Fund or Master Fund (as applicable) which mandatorily obliges the Issuer or any Hedging Party to sell or otherwise dispose of any Fund Shares (or the Fund to sell or otherwise dispose of any Master Fund shares);
16. the Fund or any party acting on its behalf imposes any restriction, charge or fee in respect of a redemption or issue of Fund Shares (other than any restriction, charge or fee in existence as at the Issue Date of the Securities);
17. the Fund
 - a. introduces a new redemption fee, or modifies a redemption fee,
 - b. introduces a new subscription fee, or modifies a subscription fee,
 - c. introduces a new management fee or modifies an existing management fee,
 - d. introduces a new performance fee or modifies an existing performance fee,
 - e. introduces or modifies any lock-up fees, or
 - f. introduces a bid/offer spread (or other charge however described) or modifies any bid/offer spread or modifies any other charge howsoever described which, in each case, the Issuer or any Hedging Party would have to bear in respect of any shares of the Fund;
18. the Fund, the Master Fund, any Specified Party, the manager of the Master Fund or the Manager has any relevant licence, authorisation or registration cancelled or revoked by any applicable regulatory authority or the Issuer or any Hedging Party is required by an applicable regulatory authority to dispose of any Fund Shares held in connection with any Hedging Arrangements relating to the Securities;
19. unless Adjustment/Termination Restriction has been specified to apply in the Specific Terms of the Securities, the inability of the Issuer or any Hedging Party to perform any Hedging Arrangements on any relevant day at such price as it determines is appropriate, and in the case of any Fund Shares, a day in respect of which the Fund would ordinarily be able to accept subscriptions or redemptions, as the case may be, (which constitutes a Hedging Arrangement), at, or at a value that equates to, the net asset value of the Fund Shares for such day;
20. unless Adjustment/Termination Restriction has been specified to apply in the Specific Terms of the Securities, the Fund or any Specified Party defaults under, modifies or terminates any rebate agreements in place with the Issuer or

Hedging Party, in each case as determined by the Calculation Agent;

21. there is a change in the liquidity in the Fund or Master Fund in respect of the frequency of subscriptions or redemptions from that described in the Fund Information Document;
22. the total assets under management of the Fund reduce to an amount which, in the determination of the Calculation Agent, would lead to the number or aggregate net asset value of shares held, or that would be held, by a Hedging Party, being more than the Holding Threshold of the aggregate of the number of shares in issue by the Fund or the total assets under management of the Fund;
23. unless Adjustment/Termination Restriction has been specified to apply in the Specific Terms of the Securities, there is a change in the taxation treatment in any relevant jurisdiction in respect of any payments or deliveries made by a Fund or any reinvested amounts held by a Fund in respect of any Fund Shares as a result of which the amounts or assets realised by the Issuer in connection with Hedging Arrangements relating to the Securities are materially reduced or otherwise adversely affected; or
24. any other event occurs in relation to the relevant Fund or the relevant Fund Shares, which, in the determination of the Calculation Agent, has a material adverse effect on the value of such Fund Shares or, unless Adjustment/Termination Restriction has been specified to apply in the Specific Terms of the Securities, the Hedging Arrangements of the Issuer in connection with the Securities and which is not an Adjustment Event.

The following definitions shall apply:

"Fund" means, with respect to a Fund Share, the issuer or obligor specified for such Fund Share in the definition of "Underlying", in the Specific Terms of the Securities;

"Fund Information Document" means, in relation to a Fund and a Fund Share, any prospectus, information memorandum or similar document relating to the Fund or the Fund Share (including any document supplementing, amending or restating the same), all as determined by the Calculation Agent;

"Fund Share" means each fund share, interest or unit held by an investor in a Fund or any other interest specified as such in the definition of "Underlying" in the Specific Terms of the Securities;

"Holding Threshold" means 10 percent unless otherwise defined in the Specific Terms of the Securities.

"Manager" means, in relation to a Fund, any entity described as such in relation to the Fund in any relevant Fund Information Document or which provides investment, managerial, broking or arrangement or similar services (however described) to the Fund, all as determined by the Calculation Agent;

"Master Fund" means, in relation to a Fund, any entity described as such in relation to the Fund in any relevant Fund Information Document or which acts as a master fund or umbrella fund or similar entity (however described) in relation to the Fund, all as determined by the Calculation Agent;

"Specified Party" means, in relation to a Fund, the administrator, the investment manager, the custodian, the depositary, the investment advisor, the prime broker (if any) or any other service provider of that Fund;

(h) **Managed Basket**

Where the Underlying, or Relevant Reference Item, is a Managed Basket, in each case as specified under the heading "Underlying" in the Specific Terms of the Securities:

In addition to §6(1)(a) the following shall each be an Adjustment Event:

- (i) the investment agreement between the Issuer and the investment manager, which, *inter alia*, sets out the terms upon which the appointment of the investment manager pursuant to such agreement may be terminated (the "**Investment Management Agreement**") is not executed until the first Basket Rebalancing Date;
- (ii) the Investment Management Agreement is terminated by the Issuer in its reasonable discretion on the following grounds:
 1. a material breach by the investment manager of a material obligation under the Investment Management Agreement if such breach is not remedied on or before the fifth day after notice of such breach is given to the investment manager;
 2. persistent, continual or repeated breach of the Investment Management Agreement by the investment manager in respect of either one or a number of different provisions of the Investment Management Agreement;
 3. subject to the requirements of applicable law, if the investment manager
 - a. institutes any proceedings to adjudicate itself bankrupt or insolvent or there are any such proceedings instituted against it,
 - b. files a petition seeking or consenting to reorganisation or relief under any applicable law relating to bankruptcy or insolvency with respect to itself,
 - c. consents to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or similar official) for itself or for a substantial part of its property,
 - d. makes any general assignment for the benefit of its creditors,
 - e. admits in writing its inability to pay its debts generally as they become due, or
 - f. takes any action in furtherance of any of the foregoing;

4. it is, or becomes, unlawful for the investment manager to select Reference Items comprising the Underlying;
 5. the investment manager violates applicable laws and regulations when providing its services under the Investment Management Agreement;
 6. it is inadmissible for the Issuer from a regulatory perspective to maintain the contractual relationship with the investment manager; and
- (iii) any other event or measure as a result of which the rebalancing of the basket, becomes impossible.

§7 Form of Securities, transferability, status, Securityholders, set-off, Eligible Liabilities Redemption Restriction

(1) Form

- (a) The Securities will be represented by a global security (the "**Global Security**"). No definitive Securities will be issued.
- (b) Where Multi-Series is stated to be applicable in the Specific Terms of the Securities, each Series shall be represented by a separate Global Security. These General Conditions of the Securities shall be deemed to apply to each Series separately and references to Securities and related expressions in these General Conditions of the Securities shall be deemed to be references to the relevant Series.

(2) Transferability

- (a) Each Security is transferable in accordance with applicable law and any rules and procedures for the time being of any Clearing Agent through whose books such Security is transferred.
- (b) If Governing Law is specified in the Specific Terms of the Securities to be German law, the assignment of any claims against the Issuer deriving from the Securities is excluded, unless
 - (i) all claims represented in the relevant number of Securities are assigned to the same recipient, and
 - (ii) at the same time the same number of Securities is transferred to such recipient. If Governing Law is specified in the Specific Terms of the Securities to be German law, claims deriving from the Securities cannot be assigned unless the corresponding co-ownership interest in the Global Security is transferred to such recipient at the same time.

(3) Status

The Securities constitute unsecured and unsubordinated preferred liabilities of the Issuer ranking pari passu among themselves and pari passu with all other unsecured and unsubordinated preferred liabilities of the Issuer. This is subject to statutory priorities conferred to certain unsecured and unsubordinated preferred liabilities in the event of Resolution Measures imposed on the Issuer or in the event of the dissolution, liquidation, Insolvency, composition or other proceedings for the avoidance of Insolvency of, or against, the Issuer.

(4) Securityholders

The terms "**Securityholder**" and "**Holder of Securities**" will be construed in accordance with applicable law and any rules and procedures of the Clearing Agent holding the Global Security in custody and having made the relevant entry or credit in its records.

(5) Set-off

If Eligible Liabilities Format is specified to apply in the Specific Terms of the Securities, claims arising under the Securities may not be set off against any claims of the Issuer. No security or guarantee shall be provided at any time to secure claims of the Securityholders under the Securities. Any security or guarantee already provided or granted in the future in connection with other liabilities of the Issuer may not be used for claims under the Securities.

(6) **Eligible Liabilities Redemption Restriction**

If Eligible Liabilities Format is specified to apply in the Specific Terms of the Securities, any redemption or repurchase of the Securities prior to their scheduled maturity is subject to the prior approval of the competent authority. In addition, an extraordinary early termination of the Securities is excluded. If the Securities are redeemed or repurchased by the Issuer early under circumstances other than those described in this §7(6), then the amounts paid must be returned to the Issuer irrespective of any agreement to the contrary.

§8 Agents

- (1) (a) The Issuer reserves the right at any time to vary or terminate the appointment of any Agent. It also reserves the right to appoint additional Agents, including Agents for specific countries which as of the Issue Date for an issue of Securities shall be specified in the section "Further information about the offering of the Securities" of the Final Terms. Termination of appointment of the Principal Agent shall not become effective until a replacement Principal Agent has been appointed. If the Securities are listed on any stock exchange or publicly offered in any jurisdiction, there shall be an Agent having a specified office in each country if so required by the rules and regulations of each such stock exchange or the securities regulators in each such jurisdiction. Notice of any appointment, or termination of appointment, or any change in the specified office, of any Agent will be given to Securityholders in accordance with §16.
- (b) Each Agent shall act solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Securityholders. Save in the case of manifest error, any calculations or determinations in respect of the Securities made by an Agent shall be final, conclusive and binding on the Securityholders.

(2) Definitions:

"Agent" means, subject to §8(1), the Principal Agent.

If it is not the Principal Agent in respect of the Securities, the Agent is

- Deutsche Bank AG, acting through its principal office in Frankfurt am Main, Taunusanlage 12, 60325 Frankfurt am Main, Germany and through its branch office in London, Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom (Deutsche Bank AG London).
- in respect of Austria, Deutsche Bank AG, acting through its Vienna branch, Fleischmarkt 1, 1010 Vienna, Austria.
- in respect of Luxembourg, Deutsche Bank Luxembourg S.A., acting through its Luxembourg branch, 2 Boulevard Konrad Adenauer, L-1115 Luxembourg, Luxembourg.
- in respect of Italy, Deutsche Bank AG, acting through its Milan branch, Via Filippo Turati 27, 20121 Milan, Italy.
- in respect of Portugal, Deutsche Bank AG, acting through its Portuguese branch, Rua Castilho, 20, 1250-069 Lisbon, Portugal.
- in respect of Spain, Deutsche Bank AG, acting through its Spanish branch, Paseo De La Castellana, 18, 28046 Madrid, Spain.
- for Securities defined as Uncertificated SIS Securities by SIX SIS AG in the Specific Terms of the Securities, Deutsche Bank AG, acting through its Zurich branch, Uraniastrasse 9, P.O. Box 3604, 8021 Zurich, Switzerland.

"Principal Agent" means, subject to §8(1), the Principal Agent specified in the relevant Specific Terms of the Securities. If no Principal Agent is specified in the Specific Terms of the Securities, this is Deutsche Bank AG, acting through

the office through which the Securities have been issued. The relevant office is specified in the definition of "Issuer" in the Specific Terms of the Securities.

(3) **Registrar**

- (a) The "**Registrar**" shall be such entity specified as such in the Specific Terms of the Securities or any successor as provided below. If the Securities are specified in the Specific Terms of the Securities to be Securities represented by a Global Security in registered form, the Issuer reserves the right at any time to vary or terminate the appointment of the Registrar or any successor as provided in paragraph (1) above. No termination of appointment of the Registrar shall, however, become effective until a replacement Registrar has been appointed. The Registrar will maintain a register (the "**Register**") on the terms as agreed between the Issuer and the Registrar. These include the requirement that the Register must be located outside of the United Kingdom at all times.
- (b) The Registrar acts solely as agent of the Issuer. It does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Securityholders. Save in the case of manifest error, any calculations or determinations in respect of the Securities made by the Registrar shall be final, conclusive and binding on the Securityholders.

§9 Calculation Agent

(1) Role of Calculation Agent, Issuer determinations and corrections

- (a) All calculations and determinations required by the Terms and Conditions shall be made by the Calculation Agent (the "**Calculation Agent**"). The expression "Calculation Agent" shall include any successor Calculation Agent. This applies unless otherwise stipulated in the Terms and Conditions.
- (b) The Issuer shall be the Calculation Agent in respect of the Securities, unless the Issuer decides to appoint a successor Calculation Agent in accordance with the provisions below. The Issuer reserves the right at any time to appoint another institution as the Calculation Agent. No termination of appointment of the existing Calculation Agent shall become effective until a successor Calculation Agent shall have been appointed. Notice of any such termination or appointment will be given to the Securityholders in accordance with §16.
- (c) If the Securities are specified in the Specific Terms of the Securities to be Spanish Securities, the Calculation Agent shall, in accordance with the provisions of paragraph (2), be either the Issuer or the Third Party Calculation Agent as the context requires.
- (d) The Calculation Agent (except where it is the Issuer or, in the case of Spanish Securities, the Third Party Calculation Agent) acts solely as agent of the Issuer. The Calculation Agent does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Securityholders.
- (e) Any calculations or determinations in respect of the Securities made by the Issuer or the Calculation Agent shall be made in good faith and in a commercially reasonable manner. Save in the case of manifest error, they shall be final, conclusive and binding on the Securityholders.
- (f) If Adjustment/Termination Restriction is specified as applicable in the Specific Terms of the Securities, in exercising its discretion and/or in making any election, determination or adjustment, the Issuer, the Calculation Agent and any other relevant Agent shall do so in good faith and in a commercially reasonable manner, to preserve or restore the economics of the agreed terms, as far as possible. This applies notwithstanding anything to the contrary in these Terms and Conditions. Any such election, determination or adjustment shall not create a significant imbalance between the rights and obligations of the Issuer compared to the Securityholders, to the detriment of the Securityholders.
- (g) Subsequent to any calculation or determination by the Calculation Agent in respect of the Securities, any subsequently published corrections in respect of any value or price of a Reference Item used by the Calculation Agent in respect of such calculation or determination shall not be taken into account by the Calculation Agent as a general rule. The Calculation Agent shall only take such corrections into account to the extent that they are published within the correction period specified in the Specific Terms of the Securities or, if earlier, on or before the second Business Day preceding the day on which a payment

or delivery is to be made, the amount of which is determined in whole or in part by reference to such value or price of the Reference Item. This applies unless otherwise stipulated in the Specific Terms of the Securities.

- (h) The Calculation Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a third party as it deems appropriate. In such cases, the Third Party Calculation Agent may not be the Issuer.

(2) **Role of the Third Party Calculation Agent**

- (a) If the Securities are specified in the Specific Terms of the Securities to be Spanish Securities, any determination(s) in respect of such Spanish Securities will be made by the Third Party Calculation Agent. This only applies, however, if such determination(s) are made in accordance with the terms of §1, §3, §5, §6, §12, §17 and §18 or any other part of the Terms and Conditions where the Issuer or the Calculation Agent, as the case may be, is entitled to make determinations at its own option or which involve the exercise of its own discretion, in each case to amend the Terms and Conditions of the Securities ("**Relevant Determinations**").
- (b) The Third Party Calculation Agent is the entity (which shall not be the Issuer) specified as such in the applicable Specific Terms of the Securities (the "**Third Party Calculation Agent**"). All references to the Issuer or Calculation Agent making any Relevant Determinations, as the case may be, will be construed to refer to such Third Party Calculation Agent making such Relevant Determinations. The Third Party Calculation Agent shall make all such Relevant Determinations to the "best of its knowledge". In making such Relevant Determinations, the Third Party Calculation Agent shall at all times act as a third party service provider and independently of the Issuer. For the purpose of all other determinations specified to be made by the Calculation Agent in respect of Spanish Securities, the Issuer shall be the Calculation Agent.
- (c) For the avoidance of doubt, Relevant Determinations will not include
 - (i) any exercise by the Issuer of any option or right for any other purpose, including, any right to redeem, cancel or terminate such Securities,
 - (ii) any right to vary or terminate the appointment of any Agent, Registrar or Calculation Agent in accordance with the terms of §8 or §9, as the case may be, or
 - (iii) any right to substitute the Issuer or a branch in accordance with the terms of §13. References to the Issuer or the Calculation Agent, as the case may be, shall be construed accordingly.
- (d) For so long as any Spanish Securities are outstanding, the Issuer will procure that a Third Party Calculation Agent is appointed in respect of such Securities. Such Third Party Calculation Agent shall not be the Issuer itself but may be an Affiliate of the Issuer. The Third Party Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

(3) **Determination by the Calculation Agent**

In the absence of gross negligence or wilful misconduct on its part, none of the Issuer, the Calculation Agent and any Agent shall have any responsibility for

any errors or omissions in the calculation of any amount payable hereunder or in any other determination pursuant to the provisions hereof, to the extent permitted by applicable law.

§10 Taxation

- (1) The Issuer shall not be liable for or otherwise obliged to pay any tax, duty, charge, withholding or other payment which may arise as a result of the ownership, transfer, presentation or surrender for payment, or enforcement of the Securities. All payments made by the Issuer to Securityholders shall be made subject to any tax, duty, charge, withholding or other amount which may be required to be made, paid, withheld or deducted.
- (2) If the Securities are specified in the Specific Terms of the Securities to be Notes and Portuguese Securities the Issuer shall not be liable for any failure by a non-resident holder of any such Notes that are Portuguese Securities to comply with any debt instruments withholding tax exemption certification procedures pursuant to Decree-Law 193/2005 of 13 November 2005 (as amended).
- (3) With respect to Securities that provide for net dividend reinvestment in respect of either an underlying US security or an index that includes US securities, all payments on the Securities that reference such US securities or such an index are calculated by reference to dividends on such US securities that are reinvested at a rate of 70%. A US security is a security that pays US source dividends. In calculating the relevant payment amount, the holder will be deemed to receive, and the Issuer will be deemed to withhold, 30% of any dividend equivalent payments (as defined in Section 871(m) of the U.S. Internal Revenue Code of 1986) in respect of the relevant US securities. The Issuer will not pay any additional amounts to the holder on account of the Section 871(m) amount deemed withheld.

§11 Presentation period and limitation

- (1)
 - (a) In the case of Securities represented by a Global Security, any payments will be made in the manner provided in §3 and otherwise in the manner specified in the Global Security, if applicable. This applies subject to as provided below. For all other Securities, any payments will be made in the manner provided in §3.
 - (b) Where the Securities are specified in the Specific Terms of the Securities to be Securities represented by a Global Security in bearer form, payments of all amounts shall be made against presentation or surrender, as the case may be, of the Global Security at the specified office of any Agent. A record of each payment will be made on the Global Security by the relevant Agent, if applicable. Such record shall be prima facie evidence that the payment in question has been made.
 - (c) Where the Securities are specified in the Specific Terms of the Securities to be Securities represented by a Global Security in registered form, payments of all amounts shall be made to the person shown on the Register at the close of business on the Business Day before the due date as the holder of such Securities. This shall be the relevant Clearing Agent, or nominee or common nominee (as applicable) of the Clearing Agent(s). If no further payment falls to be made on the Securities, payment shall be made on presentation or surrender of the Global Security to or to the order of the Registrar. A record of each payment will be made in the Register by the relevant Agent. Such record shall be prima facie evidence that the payment in question has been made.
 - (d) Each of the persons shown in the records of a Clearing Agent as the holder of a particular number of Securities or a pro rata Nominal Amount of Securities must look solely to the relevant Clearing Agent for his share of each such payment so made by the Issuer to, or to the order of, the holder of the Global Security or the relevant Clearing Agent, as applicable.

(2) English law governed Securities

- (a) If the Governing Law is specified in the Specific Terms of the Securities to be English law, any claim to receive payments under the Securities will become void unless the Global Security has been presented or the claim otherwise made in accordance with these Terms and Conditions within a period of five years (in relation to the payment of any Coupon Amount) and ten years (in relation to the payment of any other amount), in each case, after the Relevant Date therefor.
- (b) "**Relevant Date**" means the date on which such payment first becomes due. If the full amount of the moneys payable has not been duly received by the relevant Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Securityholders in accordance with §16.

(3) **German law governed Securities**

If the Governing Law is specified in the Specific Terms of the Securities to be German Law, the presentation of the Global Security, if applicable, takes place by way of surrender of the respective co-ownership units of the Global Security to the account of the Issuer at the Clearing Agent. The time limit for presentation pursuant to §801(1)(1) of the German Civil Code relating to Securities being payable has been reduced to one year. Any claim to receive payments under the Securities, which has been presented within the period, will become time-barred after a period of two years starting at the end of the time period for presentation. This period shall be four years in relation to the payment of Coupon Amounts starting at the end of the relevant time period for presentation.

(4) **Italian law governed Securities**

If the Governing Law is specified in the Specific Terms of the Securities to be Italian law, the right to receive payment of any Coupon Amount lapses five years after the date on which such Coupon Amount becomes payable. The right to receive the repayment of the principal amount lapses ten years after the date on which the principal amount of the Securities became payable. The limitation on the right to receive payment of any Coupon Amount and the repayment of the principal amount is for the benefit of the Issuer.

(5) **Spanish law governed Securities**

If the Governing Law is specified in the Specific Terms of the Securities to be Spanish law, the right to receive payment of any Coupon Amounts which are payable yearly or in shorter periods lapses five years after the date on which such Coupon Amount becomes payable. The right to receive payment of any other Coupon Amounts or any amount(s) payable in respect of principal lapses fifteen years after the date on which any relevant amount becomes payable. The limitation on the right to receive such payments is for the benefit of the Issuer.

(6) **Portuguese law governed Securities**

If the Governing Law is specified in the Specific Terms of the Securities to be Portuguese law, the right to receive payment of any Coupon Amount lapses five years after the date on which such Coupon Amount becomes payable. The right to receive payment of any amount(s) payable in respect of principal lapses twenty years after the date on which any relevant amount becomes payable. The limitation on the right to receive such payments is for the benefit of the Issuer.

§12 Events of Default; Resolution Measures

(1) Events of Default

- (a) If any of the events set out in this paragraph (a) occurs, each Securityholder shall be entitled to declare his Securities due. This does not apply if the Eligible Liabilities Format is specified to apply in the Specific Terms of the Securities.
 - (i) The Issuer fails to make any payment or perform any delivery obligation in respect of the Securities within thirty (30) days of the relevant due date after the Principal Agent has received notice thereof from a Securityholder; or
 - (ii) the Issuer fails duly to perform any other obligation arising from the Securities, if such failure continues for more than sixty (60) days after the Principal Agent has received notice thereof from a Securityholder; or
 - (iii) the Issuer announces its inability to meet its financial obligations or ceases its payments; or
 - (iv) a court opens insolvency proceedings against the Issuer, or the Issuer applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally.
- (b) The right to declare the Securities due shall terminate if the situation giving rise to it has been cured before the right is exercised.
- (c) If the Securities are declared due each Securityholder shall be entitled to demand immediate payment of an amount equal to the Market Value of all Securities held by such Securityholder. The Issuer may deduct from such Market Value a Security's proportionate share of the direct and indirect cost to the Issuer of unwinding any underlying related Hedging Arrangements. This does not apply if Non-Consideration of Cost is specified as applicable to the Securities in the Specific Terms of the Securities. The amount of such deduction shall be determined by the Calculation Agent in its reasonable discretion. No such deduction shall be made if it constituted a breach of applicable law, applicable stock exchange regulations or other applicable rules or regulations.
- (d) If the Securities are specified in the Specific Terms of the Securities to be Italian Securities intended to be listed and admitted to trading on an Italian regulated market or Italian multilateral trading facility so requiring, a corresponding amount paid as a result of the occurrence of an event of default shall be at least equal to the Nominal Amount in respect of each Security.

(2) Resolution Measures

- (a) Each Securityholder acknowledges and accepts that under the relevant resolution laws and regulations as applicable to the Issuer from time to time, the Securities may be subject to the powers exercised by the competent resolution authority to
 - write down, including write down to zero, the claims for payment of the principal amount, the interest amount or any other amount in respect of the Securities;

- convert these claims into ordinary shares or other instruments of ownership qualifying as common equity tier 1 capital
 - (i) of the Issuer,
 - (ii) of any Affiliate, or
 - (iii) of any bridge bankand issue or confer such instruments on the creditors, or
- take any other Resolution Measure, including
 - (i) any transfer of the liabilities under the Securities to another entity,
 - (ii) the amendment, modification or variation of the terms and conditions of the Securities or
 - (iii) the cancellation of the Securities;

(each, a "**Resolution Measure**").

- (b) The Securityholders shall be bound by any Resolution Measure affecting the Securities. No Securityholder shall have any claim or other right against the Issuer arising out of any Resolution Measure. In particular, the exercise of any Resolution Measure shall not constitute an event of default.
- (c) This §12 is exhaustive on the matters described herein to the exclusion of any other agreements. By its acquisition of the Securities, each Securityholder acknowledges and accepts the measures and effects according to this §12.

(3) **Quorum**

In the events specified in para. (1)(a)(ii) above, any notice declaring Securities due shall become effective only when such notices received account for at least 10 percent of the Nominal Amount of Securities of the relevant Series then outstanding. This shall not apply if, at the time such notice is received, any of the events specified in para. (1)(a)(i), (iii) or (iv) entitling Securityholders to declare their Securities due has occurred.

(4) **Form of notice**

Any notice, including any notice declaring Securities due, in accordance with para. (1)(a) above shall be made by means of a written declaration delivered by hand or sent by registered mail to the Principal Agent at its principal office.

§13 Substitution of Issuer and branch

(1) Substitution of Issuer

The Issuer, or any previous substituted company, may at any time substitute for itself as principal obligor under the Securities any Affiliate (the "**Substitute**"). The consent of the Securityholders is not required. This is subject to all of the following conditions being satisfied (the "**Primary Conditions**"):

- (a) Deutsche Bank AG irrevocably and unconditionally guarantees the obligations of the Substitute under the Securities. This shall not apply if Deutsche Bank AG is the Substitute itself. The liabilities under the guarantee have the same rank as the liabilities under the Securities.
- (b) All terms and conditions for the transfer of the liabilities under the Securities to the Substitute have been satisfied. This includes the required approvals, in particular the approval of the competent authority. The liabilities have been transferred in a legally effective manner without restriction.
- (c) The Issuer has given at least 30 days' prior notice of the date of such substitution to the Securityholders in accordance with §16.
- (d) The applicability of Resolution Measures described in §12(2) is ensured.

If Additional Adjustment/Termination Restriction is specified as applicable in the Specific Terms of the Securities, a Substitute may only be appointed if all of the following cumulative conditions are satisfied over and above the Primary Conditions:

- either
 - a Replacement Event has occurred or
 - the Issuer (or the entity that has substituted the Issuer in accordance with this provision) continues to exist and irrevocably and unconditionally guarantees the payment obligations of the Substitute, and
- all Additional Conditions are satisfied.

A "**Replacement Event**" means any of the following situations:

- (a) liquidation, bankruptcy, insolvency, dissolution or winding up of business operations or any analogous proceedings affecting the Issuer;
- (b) a divestment of the Issuer, required by any court, tribunal, regulatory authority or similar administrative or judicial body;
- (c) the cancellation, suspension or revocation of any relevant authorisation or licence of the Issuer, by any competent authority;
- (d) a Merger Event (consolidation, amalgamation, merger) or binding share exchange in respect of the Issuer, with or into another entity or person; or
- (e) a Tender Offer, exchange offer, solicitation proposal or other event by any entity or person to purchase or otherwise obtain a controlling stake in the Issuer.

The "**Additional Conditions**" means each of the following conditions:

- (a) The Substitute has at least the same long-term credit rating as the Issuer (or the entity that has substituted the Issuer in accordance with this provision);
- (b) the Issuer (or the entity that has substituted the Issuer in accordance with this provision) gives a representation that there is no outstanding or delayed payment or indication that an imminent payment may be delayed or of any default in the payment of principal or interest; and
- (c) an undertaking from the Issuer (or the entity that has substituted the Issuer in accordance with this provision) that it will indemnify the Securityholders against any adverse financial impact resulting from tax or regulatory provisions and that it will not charge the Securityholders any costs resulting from the substitution.

In the event of any substitution of the Issuer, any reference in the Terms and Conditions to the Issuer shall from the time of effective substitution be construed as a reference to the Substitute.

(2) **Substitution of branch**

The Issuer shall have the right to change the office through which it is acting for the purpose of the Securities. It shall notify the Securityholders of the change and the effective date of such change in accordance with §16. No change can take place prior to such date.

§14 Purchases of Securities

(1) The Issuer is entitled to purchase Securities

- in the open market,
- by way of a public buyback offer, or
- from individual Securityholders.

Such purchases will be subject to the prior approval of the competent authority, if legally required.

(2) The Issuer is free to determine the consideration for such purchases. Any Securities so purchased may be held or resold or cancelled.

§15 Further issuances of Securities

The Issuer shall be at liberty from time to time to create and issue further securities so as to be consolidated and form a single Series with the Securities. The consent of the Securityholders is not required.

§16 Notices

(1) Publication

Notices to the Securityholders shall be published on the website www.xmarkets.db.com. If notices are published on a substitute website or through a substitute service instead, this shall be notified to the Securityholders at least six weeks prior to any such substitution by publication pursuant to the first sentence of this paragraph and in the German Federal Gazette (*Bundesanzeiger*).

(2) Delivery

- (a) Any notices published under para. (1) shall be deemed to have been delivered on the date of first publication.
- (b) In the case of Portuguese Securities, no such notice shall be deemed to have been delivered prior to it being disclosed through the website of the Portuguese Securities Market Commission (*Comissão do Mercado de Valores Mobiliários*) (www.cmvm.pt), if such disclosure is required.

(3) Luxembourg Stock Exchange publication

For so long as the Securities are listed on the official list of the Luxembourg Stock Exchange and the rules of the exchange so require, notices to the Securityholders will be published on the Luxembourg Stock Exchange's website, www.bourse.lu. Any notices so published will be deemed to have been delivered on the date of first publication.

(4) Borsa Italiana publication

For so long as the Securities are admitted to trading on the MOT or the SeDeX MTF and the rules of Borsa Italiana so require, notices to the Securityholders will be published on the Borsa Italiana's website, www.borsaitaliana.it and in any event in compliance with Borsa Italiana's procedures. MOT is the Electronic Bond Market organised and managed by Borsa Italiana S.p.A. SeDeX MTF is the multilateral trading facility of securities derivatives financial instruments organised and managed by Borsa Italiana S.p.A. Any notices so published will be deemed to have been delivered on the date of first publication.

(5) Euronext Lisbon publication

For so long as Portuguese Securities are listed on the Euronext Lisbon regulated market and the rules of this exchange so require, any notices shall be published through the website of the Portuguese Securities Market Commission (www.cmvm.pt), and comply with any additional Euronext Lisbon rules. Any notices so published will be deemed to have been delivered on the date of first publication, unless disclosure of the notice pursuant to para. (2)(b) applies.

(6) Spanish Stock Exchanges and AIAF

For so long as Spanish Securities are listed on any Spanish regulated market and the rules of the exchange or market so require, notices to the Securityholders will be published on the website of the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*) at www.cnmv.es. If required, the notices will also be published on the website of the relevant regulated market. Any notices so published will be deemed to have been delivered on the date of first publication.

§17 Redenomination in EURO

(1) Redenomination

The Issuer may, without the consent of the Securityholders, on giving notice in accordance with §16, elect that, with effect from the Adjustment Date specified in the notice, the Securities shall be redenominated in euro.

The exercise of this right has the following implications:

- (a) Where the Settlement Currency is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union, such Settlement Currency shall be deemed to be an amount of euro converted from the original Settlement Currency into euro at the Established Rate. This is subject to such provisions (if any) as to rounding as the Issuer may decide and as may be specified in the notice to the Securityholders. After the Adjustment Date, all payments in respect of the Securities will be made solely in euro as though references in the Terms and Conditions to the Settlement Currency were to euro.
- (b) Where the Terms and Conditions contain an Exchange Rate or any of the Terms and Conditions are expressed in a currency (the "**Original Currency**") of a country which is participating in the third stage of European Economic and Monetary Union, such Exchange Rate and any other currency terms of the Terms and Conditions shall be deemed to be expressed in euro. If an Exchange Rate is specified, this rate shall apply for conversion into or from euro based on the Established Rate.
- (c) Such other changes shall be made to the Terms and Conditions as the Issuer may decide to conform them to conventions then applicable to instruments expressed in euro.

If Additional Adjustment/Termination Restriction is specified as applicable in the Specific Terms of the Securities, the Issuer shall only be entitled to exercise the rights provided for in this paragraph (1) upon a Restricted Event having occurred.

(2) Adjustment

The Issuer may, without the consent of the Securityholders, make such adjustments to the Terms and Conditions as the Issuer may determine to be appropriate to account for the effect on the Terms and Conditions of the third stage of European Economic and Monetary Union pursuant to the Treaty. Such adjustments shall be notified to the Securityholders in accordance with §16.

If Additional Adjustment/Termination Restriction is specified as applicable in the Specific Terms of the Securities, the Issuer shall only be entitled to exercise the rights provided for in this paragraph (2) upon a Restricted Event having occurred.

(3) Associated costs

Notwithstanding the provisions of paragraphs (1) and (2) above, none of the Issuer, the Calculation Agent and any Agent shall be liable to any Securityholder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of euro or any currency conversion or rounding effected in connection therewith. If, however, Additional

Adjustment/Termination Restriction and Non-Consideration of Cost are specified to apply in the Specific Terms of the Securities, the Securityholder shall not be required to bear any costs resulting from the redenomination or adjustment pursuant to this §17.

(4) **Definitions**

"Adjustment Date" means the date specified as such by the Issuer in the notice given to the Securityholders which falls, if the currency is that of a country not initially participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, at the earliest on such later date as such country does so participate.

"Established Rate" means the Exchange Rate for the conversion of the Original Currency (including compliance with applicable rules relating to rounding) into euro established by the Council of the European Union pursuant to Article 140(4) (formerly 109 I (4)) of the Treaty.

"National Currency Unit" means the unit of the currency

- of a country, as those units are defined on the day before entry to the third stage of European Economic and Monetary Union or,
- in connection with the expansion of such third stage, of any country which has not initially participated in such third stage.

"Treaty" means the Treaty on the Functioning of the European Union.

Notwithstanding anything to the contrary in these Terms and Conditions, in exercising its discretion or in making any election, determination or adjustment as foreseen in this §17, the Issuer shall do so in good faith and in a commercially reasonable manner, to preserve the economics of the agreed terms, as far as possible. Such measures must not create any significant imbalance to the detriment of the Securityholders compared with the situation before the measure was taken.

§18 Modifications

(1) German law governed Securities

If Governing Law is specified in the Specific Terms of the Securities to be German law, the following applies:

(a) Issuer's right of rescission

Obvious spelling and calculation errors in the Specific Terms of the Securities give rise to a right of rescission on the part of the Issuer. These include errors where the information clearly cannot be reconciled with the Issue Price or value-determining factors of the Security. Immediate notice of such rescission must be given in accordance with §16(1) as soon as the Issuer has become aware of the error concerned. The publication must make reference to §18 of this Document and indicate the information in the Specific Terms of the Securities affected by the error. The term of the Securities ends with immediate effect upon receipt of the declaration of rescission.

(b) Issuer's right of correction and Securityholders' Redemption Right

If the Issuer does not make use of its right of rescission, it may correct obvious errors within the meaning of para. (a) by correcting the Specific Terms of the Securities. A correction of the Specific Terms of the Securities is to be made immediately in accordance with §16 and with reference to §18 of this Document as soon as the Issuer becomes aware of the error concerned.

The Issuer determines the content of the correction on the basis of the information that would have been provided if the error had not occurred. The correction must be reasonable for the Securityholders taking into account the economic purpose of the Securities. This is only the case if, as a result of the correction, the economic value of the Securities is adjusted to their Issue Price at the time of issue.

The correction takes effect four weeks after publication, which must make reference to this four-week deadline and the Securityholders' Redemption Right. Each Securityholder is entitled to redeem his/her Securities before the correction takes effect. The redemption becomes effective when the Issuer receives the Redemption Notice. Such a redemption must be made by notifying the Principal Agent within four weeks of the publication of the correction. A redemption has the same effect as a rescission in accordance with para. (a).

(c) Amount of the Cash Amount in the event of a rescission or redemption

In the event of a rescission by the Issuer in accordance with para. (a) or a redemption by Securityholders in accordance with para. (b), the affected Securityholders will receive an amount equal to the market price of the Securities on the next Business Day after the rescission or redemption takes effect. The resulting payment is due on the fifth Business Day after this date. If a Securityholder proves that the amount he/she paid to acquire the Securities, less any payments already made by the Issuer, is higher than the market price, he/she will be entitled to the corresponding differential amount. This does not affect the Securityholder's right to claim damages for any loss incurred as a result

of negative interest (*Vertrauensschaden*) in accordance with §122(1) of the German Civil Code.

For Securities admitted to trading on the regulated market or included for over-the-counter trading at a stock exchange (referred to in the following as "**Listing**"), the market price within the meaning of para. (a) and para. (b) shall be the closing price published by the stock exchange on the relevant date. In the case of multiple stock exchanges this shall be the closing price at the stock exchange where the largest turnover of the Securities took place at last. If a closing price was not published on this date, or if a Market Disruption occurred on the relevant stock exchange, the provisions of §5 shall apply, provided that the Reference Item for the purpose of these provisions is the Security itself. In the case of Securities without a Listing, the market price shall be determined by the Calculation Agent in its reasonable discretion (§315 of the German Civil Code) and in consultation with an expert.

(d) Contradictory or incomplete information

If information in the Specific Terms of the Securities is recognisably in contradiction with other information contained therein, or if the Specific Terms of the Securities are recognisably incomplete, the Issuer may correct or amend the Specific Terms of the Securities immediately by publication in accordance with §16, notwithstanding Article 23 of the Prospectus Regulation. Such correction or amendment takes place either, if the interpretation of the terms alone leads to a specific content becoming applicable, on the basis of this content, and otherwise on the basis of the information that would have applied if the error on the part of the Issuer had not occurred.

(e) Major increase in market price caused by immediately recognisable error

- If the erroneous content of any of the terms of the Securities, and its correct content, are clearly apparent to an expert investor for the relevant Security, and
- if the difference between the erroneous and correct content gives rise to a market price of the Security, based on the erroneous content, which is more than 30 percent higher at the time of the initial issue,

the correct content shall apply in place of the erroneous content.

The Issuer may also invoke the unlawful application of an erroneous term against individual Securityholders where this is appropriate to the circumstances of individual cases.

If Additional Adjustment/Termination Restriction is specified as applicable in the Specific Terms of the Securities and the proposed adjustment relates to the Essential Characteristics of the Securities, the Issuer shall only be entitled to make the changes foreseen in this paragraph (1) pursuant to the occurrence of a Restricted Event. Notwithstanding anything to the contrary in these Terms and Conditions, in exercising its discretion and/or in making any election, determination or adjustment, the Issuer shall do so in good faith and in a commercially reasonable manner, to preserve or restore the economics of the agreed terms, as far as possible. Any such election, determination or adjustment shall not create a significant imbalance

between the rights and obligations of the Issuer compared to the Securityholders, to the detriment of the Securityholders.

(2) **Securities not governed by German law**

If Governing Law is specified in the Specific Terms of the Securities to be any other law than German law the following applies:

The Issuer may, to the extent permitted by applicable law, modify the Terms and Conditions or the Final Terms without the consent of the Securityholders. The Issuer must consider such modifications reasonable and necessary in order to maintain or preserve the intended commercial purpose of the Terms and Conditions or the Final Terms. This right is subject to the following provisions.

Such modification

- does not materially adversely affect the interests of the Securityholders, or
- is of a formal, minor or technical nature, or is intended to
- correct a manifest or proven error,
- or to cure, correct or supplement any defective provision contained in the Terms and Conditions.

In each of these cases the Issuer will first satisfy itself that the exercise of the discretion is reasonable and necessary and it will consider if there is any reasonable alternative which would not entail additional material costs for the Issuer or its Affiliates. Following any modification pursuant to this §18, the Issuer may in its discretion amend and restate the Final Terms.

Notice of any such modification will be given to the Securityholders in accordance with §16, but failure to give, or non-receipt of, such notice will not affect the validity of any such modification.

If Additional Adjustment/Termination Restriction is specified as applicable in the Specific Terms of the Securities and the proposed adjustment relates to the Essential Characteristics of the Securities, the Issuer shall only be entitled to make the changes foreseen in this paragraph (2) pursuant to the occurrence of a Restricted Event. Notwithstanding anything to the contrary in these Terms and Conditions, in exercising its discretion and/or in making any election, determination or adjustment, the Issuer shall do so in good faith and in a commercially reasonable manner, to preserve or restore the economics of the agreed terms, as far as possible. Any such election, determination or adjustment shall not create a significant imbalance between the rights and obligations of the Issuer compared to the Securityholders, to the detriment of the Securityholders.

(3) **Securities with Proprietary Indices as Reference Items**

If the Underlying or a Relevant Reference Item is a Proprietary Index, the relevant index description for such index is deemed to be part of the Specific Terms of the Securities with respect to amendments effected by the Index Sponsor. If the preconditions for amendments, corrections and supplements to the Specific Terms of the Securities set out in the General Conditions of the Securities are met, amendments to the index description effected by the Index Sponsor shall be treated as if the Issuer or the Calculation Agent effected the respective amendment, correction or supplement with regard to the Underlying (including all Relevant Reference Items contained in the Index). If an

amendment to the index description effected by the Index Sponsor does not fulfil the preconditions as set out in the General Conditions of the Securities, such amendment will not be considered in applying the Terms and Conditions. If necessary, the Calculation Agent will calculate the level of the index on the basis of the index description effective immediately prior to the relevant amendment to the index description.

"Proprietary Index" means an index in respect of which the Issuer or an Affiliate is the Index Sponsor.

§19 Severability

If any of the provisions of the Terms and Conditions is invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not in any way be affected or impaired thereby. The invalid or unenforceable provision is deemed replaced by a valid and enforceable provision which, to the extent possible, serves the economic purposes of the invalid or unenforceable provision. The same applies to any gaps in the Terms and Conditions.

§20 Governing Law, place of jurisdiction and place of performance

(1) English law governed Securities

If Governing Law is specified in the Specific Terms of the Securities to be English law, the Securities and all liabilities arising out of or in connection therewith are governed by, and shall be construed in accordance with, English law. No person shall have any right to enforce claims under the Securities on the basis of the Contracts (Rights of Third Parties) Act 1999. This does not affect other rights or remedies.

The courts of England shall, to the extent legally permitted, have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Securities.

(2) German law governed Securities

If Governing Law is specified in the Specific Terms of the Securities to be German law, the Securities and all liabilities arising out of or in connection therewith are governed by, and shall be construed in accordance with, German law.

The place of jurisdiction for all proceedings arising from matters provided for in the Terms and Conditions shall, to the extent legally permitted, be Frankfurt am Main. The place of performance for all liabilities of the Issuer under the Terms and Conditions is Frankfurt am Main.

(3) Italian law governed Securities

If Governing Law is specified in the Specific Terms of the Securities to be Italian law, the Securities and all liabilities arising out of or in connection therewith are governed by, and shall be construed in accordance with, Italian law. The exclusive place of jurisdiction for all proceedings arising from or relating to matters provided for in the Terms and Conditions shall, to the extent legally permitted, be Milan.

Liabilities of Deutsche Bank AG under the Securities shall be performed exclusively by Deutsche Bank AG, Milan Branch. The place of performance of any liability of the Issuer under the Terms and Conditions is Milan. In the event that, for reasons outside of its control, the Issuer is unable to perform any of its liabilities in Milan (whether as a result of a change in law, regulation or otherwise), an investor is not entitled to require performance of such liabilities in any other jurisdiction or place.

(4) Portuguese law governed Securities

If Governing Law is specified in the Specific Terms of the Securities to be Portuguese law, the Securities and all liabilities arising out of or in connection therewith are governed by, and shall be construed in accordance with, Portuguese law. The exclusive place of jurisdiction for all proceedings arising from matters provided for in the Terms and Conditions shall be Portugal and within the Portuguese jurisdiction, to the extent legally permitted, any such proceedings shall be held before the courts of Lisbon.

Liabilities of Deutsche Bank AG under the Securities shall be performed exclusively by Deutsche Bank AG, Sucursal em Portugal. The place of performance of any liability of the Issuer under the Terms and Conditions is Lisbon. In the event that, for reasons outside of its control, the Issuer is unable to perform any of its liabilities in Lisbon (whether as a result of a change in law,

regulation or otherwise), an investor is not entitled to require performance of such liabilities in any other jurisdiction or place.

(5) **Spanish law governed Securities**

If Governing Law is specified in the Specific Terms of the Securities to be Spanish law, the Securities and all liabilities arising out of or in connection therewith are governed by, and shall be construed in accordance with, Spanish law. The exclusive place of jurisdiction for all proceedings arising from matters provided for in the Terms and Conditions shall, to the extent legally permitted, be, and any such legal proceedings shall be held before the courts of, Madrid.

All the liabilities of the Issuer under the Terms and Conditions are to be performed exclusively from Madrid through Deutsche Bank AG, Sucursal en España and all payments are to be originated in Madrid for all purposes. As a consequence, in the event that, for reasons outside of its control, the Issuer is unable to perform liabilities from Madrid through Deutsche Bank AG, Sucursal en España or originate its payments from Deutsche Bank AG, Sucursal en España in Spain (whether as a result of a change in law, regulation, by administrative decision, force majeure or otherwise), an investor may not require that such liabilities are performed from or originated by the Issuer acting through another branch or in any jurisdiction other than Spain.

§21 Portuguese Securities

This §21 only applies to Portuguese Securities.

(1) Meetings of Securityholders

- (a) Securityholders of a given Series of Portuguese Securities have the right to hold meetings in order to make decisions on matters of interest to such Securityholders. Such matters of interest include the modification or abrogation of any of the Terms and Conditions and appointment of a common representative. This is based on articles 355 to 359 of the Portuguese Companies Code of 2 September 1986 (enacted by Decree-Law 262/86) and article 15 of Decree-Law 172/99 of 22 May 1999 (as amended). Exercise of this right may require the prior approval of the competent authority and is subject to the applicable Specific Terms of the Securities.
- (b) The common representative may be a firm of lawyers, a firm of certified auditors, a Financial Intermediary, a service provider authorised to represent investors in any Member State of the European Union or a natural person with full legal capacity, even if it is not a Securityholder. The common representative must not be subject to any circumstances which could affect its independence. In particular, it must not be associated with any specific group of interests.
- (c) A meeting of holders of Portuguese Securities of a given Series may be convened by the common representative at any time. In the event that
 - (i) a common representative has not been appointed,
 - (ii) the common representative refuses to convene a meeting,
or
 - (iii) a meeting cannot be convened,a meeting may be convened by the management of Deutsche Bank AG, Sucursal em Portugal. Such a meeting must in any case be convened if so requested by holders of Portuguese Securities holding not less than 5 percent of the aggregate nominal amount of the Portuguese Securities of the relevant Series. Otherwise, such holders will be able to resort to court in order to obtain the convocation of the meeting. Meetings of holders of Portuguese Securities shall be held on the date, and at the time and place, approved by the common representative or the management of Deutsche Bank AG, Sucursal em Portugal, as the case may be. These details are to be provided in the convening notice for such meeting of holders of Portuguese Securities.
- (d) The convening notice for such meeting is to be published as follows at least 30 calendar days prior to the date of the meeting:
 - in accordance with applicable law and any applicable regulations (including any rules and regulations of Interbolsa, the CMVM and of any stock exchange where the Portuguese Securities are admitted to trading), and
 - through the website of the CMVM (www.cmvm.pt)

(2) **Disclosure requirements to Interbolsa**

For any Series of Portuguese Securities, the Principal Agent shall provide information to Interbolsa regarding the amounts payable to the holders of such Portuguese Securities no later than the fourth Business Day prior to the date on which such amounts are to be paid to the Securityholders. Otherwise, it may agree a later date with Interbolsa with regard to the relevant Securities. The Issuer will provide the Principal Agent, on request, with any such information relating to these amounts payable as Interbolsa may require, by the aforementioned deadline.

Annex 1

FORM OF DELIVERY NOTICE

DEUTSCHE BANK AG

[Up to] [] [Form of Security] relating to [Underlying] (the "**Securities**")

Any capitalised terms not defined herein shall bear the same meaning as that in the Terms and Conditions of the relevant Securities.

When completed this notice should be sent by the Securityholder to the Principal Agent and copied to the relevant Clearing Agent and, in the case of French Securities, the relevant Account Holder. The most recent form of this notice may be obtained on request to the Principal Agent.

To: Deutsche Bank AG [London
Winchester House
1 Great Winchester Street
London
EC2N 2EQ
Attention: EIMG
Fax: +44 (0)113 336 1979
E-mail: transaction-mngt.group@db.com]
[OR INSERT ALTERNATIVE ADDRESS DETAILS FOR ISSUER]

cc: [Clearing Agent/Account Holder Details] [Euroclear Bank SA/NV]
[address]
Attention: []
Fax: []
Phone: []
Clearstream Banking S.A.
[address]
Attention: []
Fax: []
Phone: []

[If other clearing system, insert details]

Subject to as set out below, if this notice is determined to be incomplete or not in proper form (in the determination of the Principal Agent and, in the case of French Securities, the relevant Account Holder), or is not copied to the Clearing Agent immediately after being delivered or sent to the Principal Agent, it shall be void.

If this notice is subsequently corrected to the satisfaction of the Principal Agent, it shall be deemed to be a new notice submitted at the time such correction is delivered to the Principal Agent and copied to the Clearing Agent.

PLEASE USE BLOCK CAPITALS

1. Number of the Securities

The aggregate nominal amount of the Securities in respect of which this notice shall apply is as follows:

2. Account details:

[I/We*] hereby irrevocably instruct and authorise the [Clearing Agent/Account Holder] to debit on or before the Settlement Date the account specified below with the aggregate nominal amount of the Securities which are the subject of this notice and [I/we*] hereby authorise the Principal Agent to so direct the [Clearing Agent/Account Holder] on [my/our*] behalf.

Account details:

[*delete as appropriate]

3. Physical Delivery Amount

The account with [*insert relevant Physical Delivery Clearing System(s)*] to be credited with the Physical Delivery Amount is as follows:

Account details:

4. Cash Amounts

The account with the [Clearing Agent/Account Holder] to be credited with any Disruption Settlement Amount, Adjustment Amount and any other cash amounts payable to [me/us*] is as follows:

Account details:]

[*delete as appropriate]

5./6. Securityholder Expenses

[I/We*] hereby undertake to pay all Securityholder Expenses and any other cash amounts, if applicable, payable in connection with the settlement of the relevant Securities and [I/we*] hereby irrevocably instruct the [Clearing Agent/Account Holder] to deduct an amount or amounts in respect thereof from any cash amount due to [me/us*] as referred to in **4 above** and/or to debit [my/our*] account with the [Clearing Agent/Account Holder] specified below with an amount or amounts in respect thereof, in each case on or after the Cut-off Date, as applicable, and [I/we*] hereby authorise the Principal Agent to so direct the [Clearing Agent/Account Holder] on [my/our*] behalf.

Account details:

[*delete as appropriate]

6./7. Certification of non-US beneficial ownership

The undersigned hereby [certify/ies*] that, as of the date hereof, neither the person exercising or holding the Securities that are the subject of this notice nor any person on whose behalf the Securities are being redeemed is a US

Person or a person within the United States and that no cash amounts, and in the case of a physical delivery of an Underlying, no Securities or other property have been or will be transferred in the United States or to, or for the account or benefit of, a US Person in connection with any exercise or redemption thereof. As used herein "**United States**" means the United States of America (including the States and the District of Columbia and its possessions), and "**US Person**" means (i) an individual who is a resident of the United States; (ii) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (iii) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (iv) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (v) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (ii) above; (vi) any entity organised principally for passive investment, 10 percent or more of the beneficial interests in which are held by persons described in (i) to (v) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being non-US persons; or (vii) any other "**US Person**" as be defined in Regulation S under the United States Securities Act of 1933, as amended, a person who does not come within the definition of a "**Non-United States Person**" under Rule 4.7 of the United States Commodity Exchange Act, as amended (the "**Commodity Exchange Act**"), a US Person as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations, 78 Fed. Reg. 45292 (July 26, 2013) promulgated by the United States Commodity Futures Trading Commission, or any other US Person as such term may be defined in regulations or guidance adopted under the Commodity Exchange Act.

[*delete as appropriate]

[7./8.] Use of Delivery Notice

[I/We*] authorise the production of this notice in any applicable administrative or legal proceedings.

[*delete as appropriate]

Name(s) of Securityholder(s):

Signed/By:

Dated:

Annex 2

ALTERNATIVE FUND PROVISIONS

If "Alternative Fund Provisions" are specified to apply in the Specific Terms of the Securities, the terms of this annex shall apply, and shall replace the provisions under §6(5) (g) of the General Conditions of the Securities.

(a) Fund Shares

Where the Underlying, or relevant Reference Item, is a Fund Share, in each case as specified under the heading "Underlying" in the Specific Terms of the Securities:

- (i) In addition to §6(1)(a)-(c) (inclusive) the following shall each be an Adjustment Event:
 1. a subdivision, consolidation or reclassification of relevant Fund Shares (unless an Adjustment/Termination Event) or a free distribution or dividend of any such Fund Shares to existing holders by way of bonus, capitalisation or similar issue;
 2. a distribution or dividend to existing holders of relevant Fund Shares of (1) such Fund Shares, or (2) other share capital or securities granting the right to payment of dividends, redemption amounts or other amounts and/or delivery of assets and/or the proceeds of liquidation of the Fund equally or proportionately with such payments or deliveries to holders of such Fund Shares, or (3) share capital or other securities of another issuer acquired by the Fund as a result of a "spin-off" or other similar transaction, or (4) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent;
 3. an extraordinary dividend;
 4. a call by the Fund in respect of relevant Fund Shares that are not fully paid;
 5. with respect to a Fund an event that results in any shareholder rights pursuant to a shareholder rights agreement or other plan or arrangement of the type commonly referred to as a "poison pill" being distributed, or becoming separated from shares of common stock or other shares of the capital stock of such Fund (provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights);
 6. the occurrence of a tender offer (a "**Tender Offer**") by any entity or person to purchase more than 10 per cent. but less than 50 per cent. of the outstanding voting shares of any class of shares of the Fund, as determined

by the Calculation Agent based upon the making of filings with governmental agencies and/or the nature and term of the Tender Offer;

7. any failure by a Fund or any Specified Party to deliver or publish or cause to be delivered or published information that such Fund or such Specified Party has agreed to deliver or publish pursuant to (a) any Fund Information Documents or (b) any agreement entered into between (i) the relevant Fund or Specified Party and (ii) the Issuer, such agreement providing for an obligation on the part of the relevant Fund or Specified Party to provide certain information to such party (or parties as applicable);
 8. any material change in the formula for or the method of calculating or any change in the periodicity of the calculation or publication of the net asset value or other price or value of the relevant Fund Share, or in the composition or weighting of the prices or assets on the basis of which such net asset value or other price or value is calculated; or
 9. any other event that may have, in the opinion of the Calculation Agent, a dilutive or concentrative or other effect on the theoretical value of the Fund Shares.
- (ii) In addition to §6(4) (inclusive) the following shall each be an Adjustment/Termination Event:
1. for any Fund Share for which the Reference Source is an exchange, a trading system or a quotation system, the Reference Source announces that pursuant to the rules of such Reference Source, the Fund Share ceases (or will cease) to be listed, traded or publicly quoted on the Reference Source for any reason and is not immediately re-listed, re-traded or re-quoted on an exchange, trading system or quotation system acceptable to the Calculation Agent;
 2. the Fund repurchases, redeems or is required by any applicable regulatory authority to repurchase or redeem relevant Fund Shares (other than in accordance with the normal redemption or realisation procedures for such Fund Shares) whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
 3. in relation to a Fund Share, (A) the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution, winding-up or other cessation of trading of or any analogous proceeding in relation to (i) the relevant Fund or (ii) the relevant Master Fund or (iii) unless replaced with a successor acceptable to the Calculation Agent, the relevant Specified Party or (B) all such Fund

Shares are required to be transferred to a trustee, liquidator or other similar official (such event being a "**Fund Bankruptcy**");

4. any material change in the legal, tax, accounting or regulatory treatment of a Fund and/or its Master Fund and/or Specified Party which significantly alters the economics of the Securities that existed on the Issue Date;
5. in respect of a Fund, its Manager or its Master Fund:
 - a. an irrevocable commitment to transfer all of the relevant Fund Shares or shares or units in such Master Fund outstanding; or
 - b. a consolidation, amalgamation or merger of such Fund, such Manager or such Master Fund with or into another fund or fund manager other than a consolidation, amalgamation or merger in which such Fund or its Master Fund or its Manager is the continuing Fund, Master Fund or Manager, as the case may be; or
 - c. a takeover offer for such Fund, Master Fund or Manager that results in a transfer of or an irrevocable commitment to transfer all of the relevant Fund Shares or shares or units in such Master Fund or all the shares of such Manager (other than Fund Shares or shares owned or controlled by the offeror);
6. any Specified Party of the Fund and/or any Specified Party of the Master Fund ceases to act in its relevant capacity as service provider to the Fund or the Master Fund, as the case may be, and is not immediately replaced in such capacity by a successor acceptable to the Calculation Agent;
7. a modification or breach of the investment objectives, investment policies, investment strategy, investment process or investment guidelines (however described) ("**Investment Guidelines**") of the Fund or the Master Fund (such event being a "**Strategy Breach**"); a material modification pertaining to one or more components of the Fund or the Master Fund including any fundamental change to the legal, tax, accounting or regulatory status of the Fund or the Master Fund; a change in the type of assets in which the Fund and/or the Master Fund invests or the trading practices of the Fund or the Master Fund; and/or a material change in the liquidity in the Fund or Master Fund in respect of (i) the frequency of subscriptions or redemptions as

compared to the Fund Dealing Frequency, (ii) the notice period for subscriptions or redemptions as compared to the Fund Notice Period, and/or (iii) the settlement period for subscriptions or redemptions as compared to the Fund Settlement Period;

8. a material modification or breach of the conditions in place for the relevant Fund and/or the relevant Master Fund (including but not limited to a modification or breach of the Fund Information Document or the memorandum and articles of association or other constitutional documents of the Fund or any prospectus, information memorandum or similar document (including any document supplementing, amending or restating the same) or memorandum and articles of association or other constitutional documents of the Master Fund) (such event being a "**Fund Modification**");
9. the currency of denomination of any Fund Shares of a Fund is amended and/or the net asset value of the Fund Shares of a Fund is no longer calculated in the currency that applied on the Issue Date;
10. interruption, breakdown or suspension of the calculation or publication of the net asset value or other value or price of the Fund and/or Master Fund;
11. the non-execution or partial execution or delayed execution by or on behalf of the Fund for any reason of a subscription or redemption order in respect of Fund Shares as determined by the Calculation Agent with regard to (i) the frequency of such subscription or redemption as compared to the Fund Dealing Frequency, (ii) the notice period for such subscription or redemption as compared to the Fund Notice Period, and/or (iii) the settlement period for such subscription or redemption as compared to the Fund Settlement Period;
12. any redemption of Fund Shares occurs in whole or in part otherwise than by payment of an amount in cash;
13. the Fund otherwise suspends subscriptions or redemptions of any Fund Shares;
14. the Fund or any party acting on its behalf imposes any material restriction, charge or fee in respect of a redemption or issue of Fund Shares (other than any restriction, charge or fee in existence as at the Issue Date of the Securities) which significantly alters the economics of the Securities that existed on the Issue Date;
15. the Fund (i) introduces a new redemption fee, or modifies a redemption fee, (ii) introduces a new subscription fee, or modifies a subscription fee, (iii)

introduces a new management fee or modifies an existing management fee, (iv) introduces a new performance fee or modifies an existing performance fee, (v) introduces or modifies any lock-up fees, or (vi) introduces a bid/offer spread (or other charge however described) or modifies any bid/offer spread or modifies any other charge howsoever described which in each case materially alters the economics of the Securities that existed on the Issue Date;

16. the Fund, the Master Fund, any Specified Party, the manager of the Master Fund or the Manager has any relevant licence, authorisation or registration cancelled or revoked by any applicable regulatory authority; or
17. the total assets under management of the Fund (i) reduce to an amount below the Fund Reference AUM or (ii) reduce by more than 25 per cent. in the period since the Issue Date of the Securities.;

The following definitions shall apply:

"Fund" means, with respect to a Fund Share, the issuer or obligor specified for such Fund Share in the definition of "Underlying", in the Specific Terms of the Securities;

"Fund Dealing Frequency" is as specified in the Specific Terms of the Securities;

"Fund Information Document" means, in relation to a Fund and a Fund Share, any prospectus, information memorandum or similar document relating to the Fund and/or the Fund Share (including any document supplementing, amending or restating the same), all as determined by the Calculation Agent;

"Fund Notice Period" is as specified in the Specific Terms of the Securities;

"Fund Reference AUM" is as specified in the Specific Terms of the Securities;

"Fund Settlement Period" is as specified in the Specific Terms of the Securities;

"Fund Share" means each fund share, interest or unit held by an investor in a Fund or any other interest specified as such in the definition of "Underlying" in the Specific Terms of the Securities;

"Manager" means, in relation to a Fund, any entity described as such in relation to the Fund in any relevant Fund Information Document or which provides investment, managerial, broking or arrangement or similar services (however described) to the Fund, all as determined by the Calculation Agent;

"Master Fund" means, in relation to a Fund, any entity described as such in relation to the Fund in any relevant Fund Information Document or which acts as a master fund or umbrella fund or similar entity (however described) in relation to the Fund, all as determined by the Calculation Agent; and

"Specified Party" means, in relation to a Fund, the administrator, the investment manager, the custodian, the depositary, the investment advisor, the prime broker (if any) or any other service provider of that Fund.

Annex 3

SECURED CONDITIONS

1. Interpretation

- 1.1 If "Secured Conditions" are specified to apply in the Specific Terms of the Securities and the Governing Law is specified in the Specific Terms of the Securities to be English law, the terms of this annex shall apply as amended/or completed by the Specific Terms of the Securities for the particular series of Collateralised Securities (the "**Secured Conditions**"). In the event of any inconsistency between these Secured Conditions and the General Conditions of the Securities, these Secured Conditions shall prevail for the purposes of the Securities. In the event of any inconsistency between these Secured Conditions and the Specific Terms of the Securities, the Specific Terms of the Securities shall prevail.
- 1.2 Where the terms "reasonable" or "reasonably" or similar expressions are used in these Secured Conditions or any Collateral Transaction Document in relation to the Security Trustee and the exercise of any power, opinion, determination or any other similar matter, those terms shall be construed as meaning reasonable or reasonably (as the case may be) having due regard to, and taking into account, the interests of the Secured Parties.
- 1.3 Certain provisions of these Secured Conditions refer to provisions of the Euroclear Agreements, the Collateral Monitoring Agent Agreement, the Trust Deed and the Pledge Agreement, and are subject to their detailed provisions. Securityholders are deemed to have notice of all provisions of the Euroclear Agreements, the Collateral Monitoring Agent Agreement, the Trust Deed and the Pledge Agreement. Copies of the Euroclear Agreements, the Collateral Monitoring Agent Agreement, the Trust Deed and the Pledge Agreement are available for inspection by Securityholders during normal business hours at the offices of the relevant Agent. Securityholders should carefully review the section of this Base Prospectus entitled "*Overview of the Collateral Arrangements*" for an overview of these documents.
- 1.4 §7 paragraph (3) shall be replaced by the following provision:
Securities constitute unsubordinated preferred liabilities of the Issuer ranking pari passu among themselves and pari passu with all other unsubordinated preferred liabilities of the Issuer, subject, however, to statutory priorities conferred to certain unsubordinated preferred liabilities in the event of resolution measures imposed on the Issuer or in the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against, the Issuer.

2. Definitions

For the purposes of these Secured Conditions:

"**Acceleration Event**" has the meaning given to it in Secured Condition 4.7.1.

"**Acceleration Instruction**" has the meaning given to it in Secured Condition 4.7.2.

"**Acceleration Notice**" means a notice substantially in the form set out in Part 1 to the Schedule to this Annex delivered by a Securityholder of any Non-Inventory Collateralised Security to the relevant Agent (with a copy sent to the Issuer's email address: SecuredIssuanceNotifications@list.db.com):

- (a) specifying that an Event of Default has occurred and is continuing in respect of such Non-Inventory Collateralised Security;

- (b) instructing the Security Trustee to deliver the notices specified in Secured Condition 6.1;
- (c) instructing the Security Trustee to enforce the security constituted by the Pledge Agreement and distribute the proceeds, in each case, in accordance with these Secured Conditions and the terms of the Pledge Agreement and Trust Deed;
- (d) instructing the Security Trustee to appoint the Disposal Agent nominated by the Instructing Securityholder(s) and provide instructions to the Disposal Agent in accordance with the instructions provided by the Instructing Securityholder(s) pursuant to these Secured Conditions and the terms of the Trust Deed; and
- (e) instructing the Security Trustee to perform any further actions of the Security Trustee specified in these Secured Conditions, the Pledge Agreement, the Trust Deed or any reasonably incidental actions,

provided that the Security Trustee shall not be bound by any such instruction until (i) it receives an Acceleration Instruction in accordance with Secured Condition 4.7.2 and (ii) it has been indemnified and/or secured and/or prefunded to its satisfaction.

Any Acceleration Notice shall be in writing and delivered to the Issuer and the relevant Agent and shall include such details as are necessary to establish and verify the Non-Inventory Collateralised Securities held by the Securityholder delivering such notice.

"**Agent**" has the meaning given in the General Conditions of the Securities, provided that all functions of the relevant Agent under these Secured Conditions shall be performed by the Corporate Trust Division of Deutsche Bank Aktiengesellschaft.

"**Amendment Agreement to Collateral Service Agreement Terms and Conditions (Market value provided by Collateral Giver)**" means any amendment agreement entered into by the Issuer as "Collateral Giver", the Pledgee's Representative as "Collateral Taker" and Euroclear amending the Collateral Service Agreement Terms and Conditions to allow the "Collateral Giver" to provide specific "Market Values" (each term as defined in the Collateral Service Agreement) for certain securities comprising or to comprise the Pledged Securities.

"**Belgian Civil Code**" means the Belgian Code *Civil/Burgerlijk Wetboek*.

"**Belgian Code of Companies and Associations**" means the Belgian Code *des Sociétés et Associations/Wetboek van Vennootschappen en Verenigingen*.

"**Belgian Companies Code**" means the Belgian *Code des Sociétés/Wetboek van Vennootschappen* dated 7 May 1999.

"**Cash**" means any currency accepted by Euroclear for deposit in the Pledged Cash Account.

"**Collateral Assets**" means, in respect of a series of Collateralised Securities, Pledged Cash, Pledged Securities and Euroclear Distributions that are held in the Secured Accounts relating to such series of Collateralised Securities and not transferred to the Issuer pursuant to the Collateral Transaction Documents.

"Collateral Assets Table" means the table specified as such in the Specific Terms of the Securities.

"Collateral Arrangement Party" means Euroclear, the Collateral Monitoring Agent, the Custodian (Security Trustee), the Security Trustee, the Pledgee's Representative and/or the Collateralised Securities Valuation Agent, as the case may be.

"Collateral Business Day" means a day on which:

- (a) commercial banks are open for general business in Brussels, Frankfurt am Main, London and Dublin;
- (b) the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (or any successor thereto) is open; and
- (c) Euroclear is open for the acceptance and execution of settlement instructions and the operation of its tri-party collateral management service.

"Collateral Disruption Event" means either:

- (a) the Issuer and/or any of its affiliates considers, in its sole and absolute discretion that it:
 - (i) is unable, as a result of any legal, contractual or other restrictions or constraints (including, without limitation, any laws, regulations, court orders, other governmental or regulatory constraints), adverse market conditions or a lack of liquidity in the market or otherwise, after using commercially reasonable efforts to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or option contracts it deems necessary to obtain Collateral Assets; or (B) freely realise, recover, remit, receive, re-patriate or transfer the proceeds of any such transactions(s) or assets(s) or futures or option contract(s) or any relevant hedge positions relating to the Collateral Assets; or
 - (ii) would incur a materially increased (as compared with circumstances existing on the date on which the issue of a series of Collateralised Securities is first priced) amount of tax, duty, expense, fee (other than brokerage commissions) or other relevant cost (including, for the avoidance of doubt, any funding cost) to (A) acquire, borrow, substitute, or dispose of any Collateral Assets, (B) establish, re-establish, substitute, maintain, unwind or dispose of any transaction entered into by the Issuer or any of its affiliates in connection with the Collateral Assets or (C) realise, recover or remit the proceeds of any such Collateral Assets;
- (b) the Issuer is unable, after using commercially reasonable efforts, to find a suitable substitute or replacement Collateral Arrangement Party following the termination of the relevant agreement or resignation or removal for any reason of a Collateral Arrangement Party; or
- (c) the Issuer considers, in its sole and absolute discretion, that a Collateral Settlement Disruption has occurred.

"Collateral Enforcement Notice" means a notice in writing from the Security Trustee (acting in accordance with an Acceleration Instruction) to the Issuer, the Collateral Monitoring Agent and the relevant Agent in or substantially in the form annexed to the Pledge Agreement:

- (a) specifying that a series of Collateralised Securities are immediately due and repayable at the relevant amount specified in the Conditions; and
- (b) enforcing the security constituted by the Pledge Agreement in accordance with the terms thereof and the terms of these Secured Conditions.

"Collateralisation Percentage" means the percentage level specified as such in the Specific Terms of the Securities. The Specific Terms of the Securities may specify a different Collateralisation Percentage in respect of different Collateral Test Dates.

"Collateral Enforcement Proceeds" means the net proceeds of realisation of, or enforcement with respect to, the relevant Collateral Assets in a Collateral Pool and the security constituted by the Pledge Agreement following payment of all amounts payable to the Secured Parties ranking prior to the Securityholders of Non-Inventory Collateralised Securities in accordance with the Order of Priority.

"Collateral Enforcement Proceeds Share" means, in respect of a series of Collateralised Securities, the *pro rata* share of the Collateral Enforcement Proceeds attributable to each Non-Inventory Collateralised Security in such series of Collateralised Securities.

"Collateral Monitoring Agent" means, in respect of a series of Collateralised Securities, The Bank of New York Mellon SA/NV, Dublin Branch (or any substitute or replacement entity appointed by the Issuer in respect thereof pursuant to the terms of the Collateral Monitoring Agent Agreement) or such other entity as is specified in the Specific Terms of the Securities.

"Collateral Monitoring Agent Agreement" means, in respect of all series of Collateralised Securities, the collateral monitoring agent agreement dated 6 August 2020 between the Issuer, the Security Trustee and the Collateral Monitoring Agent, as amended and/or replaced from time to time.

"Collateral Periodic Test Date" means each Collateral Business Day or such other frequency of Collateral Business Days specified in the Specific Terms of the Securities.

"Collateral Pool" means, in respect of a series of Collateralised Securities, a pool of Collateral Assets held in a Secured Account and over which security is granted pursuant to the Pledge Agreement.

"Collateral Service Agreement" means, in respect of a series of Collateralised Securities, the agreement between the Issuer as "Collateral Giver", the Pledgee's Representative as "Pledgee's Representative" and Euroclear comprising the Collateral Service Agreement Terms and Conditions (the version in force as of the date of such agreement, as amended (including, without limitation, by any Third Party Market Value Provider Amendment Agreement or Amendment Agreement to Collateral Service Agreement Terms and Conditions (*Market value provided by Collateral Giver*)), being the **"CSA Terms and Conditions"** and the Collateral Service Agreement Operating Procedures (the version in force as of the date of such agreement) in respect thereof being the **"CSA Operating Procedures"**).

"Collateral Settlement Disruption" means any event (including, but not limited to, as a result of a failure or inability of Euroclear or other relevant clearing system to clear the relevant Eligible Collateral Assets) beyond the control of the Issuer and/or its affiliates as a result of which Eligible Collateral Assets have not been settled into the Secured Account within the regular settlement period for such Eligible Collateral Assets under normal market conditions.

"Collateral Shortfall Notice" means a notice (which may be given in any form agreed between the Issuer and the Collateral Monitoring Agent, including but not limited to, electronic message, exchange of electronic files or by telephone) from the Collateral Monitoring Agent to the Issuer specifying that the Collateral Test is not satisfied in respect of a Collateral Test Date.

"Collateral Test" means, in respect of a Collateral Pool and a Collateral Test Date (and the Collateral Test will be satisfied if), the Collateral Monitoring Agent has determined that:

- (a) the Euroclear Report for the final hourly optimisation run by Euroclear on such Collateral Test Date does not report a "Transactional Margin Deficit" (as defined in the Collateral Service Agreement) for such Collateral Pool that is greater than or equal to the "Minimum Margin Amount" (as defined in the Collateral Service Agreement or as otherwise set out in the applicable Final Terms) applicable to such Collateral Pool; and
- (b) the Euroclear Report for the final hourly optimisation run by Euroclear on such Collateral Test Date specifies an "Intended Transaction Amount" that is equal to or greater than the Required Collateral Value for such Collateral Test Date.

For the avoidance of doubt, the Collateral Test will only be satisfied in respect of a Collateral Test Date if all of the conditions in paragraphs (a) and (b) are satisfied on such Collateral Test Date. *Investors should carefully review the section of this Base Prospectus entitled "Overview of the Collateral Arrangements" for an overview of the Euroclear Agreements, including the definitions of "Transactional Margin Deficit" and "Minimum Margin Amount" provided that such section of this Base Prospectus does not form part of these Secured Conditions. When determining the "Transactional Margin Deficit" Euroclear will apply a "haircut" to certain Collateral Assets (being a percentage by which the market value of a Collateral Asset is discounted) in accordance with the Euroclear Agreements (including any applicable margin that may be specified in Annexes I and II to the CSA Terms and Conditions) which is designed to mitigate the depreciation in value of the relevant Collateral Asset in the period between the last valuation of the Collateral Asset and the realisation of such Collateral Asset.*

"Collateral Test Date" means, in respect of a Collateral Pool, the Issue Date of the relevant series of Collateralised Securities which are secured by such Collateral Pool and each Collateral Periodic Test Date falling in the period from, but excluding, the Issue Date of such Collateralised Securities and ending on, and including, the final Valuation Date or other date on which the Calculation Agent is required to determine the price or level of a Reference Item for the purposes of General Condition §1 of such Collateralised Securities (or, if the Collateralised Securities are not linked to a Reference Item, the second Business Day preceding the Settlement Date).

"Collateral Test Monitoring Date" means, in respect of a Collateral Test Date, the Collateral Business Day immediately following such Collateral Test Date.

"Collateral Transaction Documents" means the Custody Agreement, the Collateral Monitoring Agent Agreement, the Pledge Agreement, the Trust Deed and the Euroclear Agreements.

"Collateral Valuation Currency" means the currency specified as such in the Specific Terms of the Securities.

"Collateralised Securities" means a series of Securities in respect of which these Secured Conditions are specified to be applicable in the Specific Terms of the Securities.

"Collateralised Securities Valuation Agent" means Deutsche Bank Aktiengesellschaft (or any substitute or replacement entity appointed in respect thereof pursuant to these Secured Conditions) and, if applicable, any sub-agent of, or any other entity appointed by the Collateralised Securities Valuation Agent.

"Collateralised Securities Valuation Date" means, in respect of a Required Collateral Value Notification Date, the Collateral Business Day immediately preceding such Required Collateral Value Notification Date.

"Custodian (Security Trustee)" means, in respect of a series of Collateralised Securities, The Bank of New York Mellon, London Branch (or any substitute or replacement entity appointed by the Security Trustee in respect thereof pursuant to the terms of the Custody Agreement) or such other entity as is specified in the Specific Terms of the Securities and, if applicable, any sub-custodian of, or any other entity appointed by the Custodian (Security Trustee).

"Custody Agreement" means, in respect of all series of Collateralised Securities, the agreement dated 6 August 2020 between the Issuer, the Security Trustee, the Collateral Monitoring Agent and the Custodian (Security Trustee) pursuant to which the Custodian (Security Trustee) acts as custodian for the Security Trustee in relation to the Secured Accounts and securities and cash accounts opened with the Custodian (Security Trustee) in London in the name of the Security Trustee, as amended and/or replaced from time to time.

"Deliver" means to deliver, novate, transfer, assign or sell, as appropriate, in a manner customary for the settlement of the applicable Collateral Asset (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the Collateral Asset free and clear of any and all liens, charges, claims or encumbrances. **"Delivery"** and **"Delivered"** will be construed accordingly.

"Disposal Agent" means any agent appointed by the Security Trustee to realise and dispose of Collateral Assets in a Collateral Pool following the delivery of a Collateral Enforcement Notice and, if applicable, any sub-agent of, or any other entity appointed by the Disposal Agent.

"Eligibility Criteria" means, in relation to a series of Collateralised Securities and an Eligibility Set:

- (a) if the Collateralised Securities are Exempt Securities, the eligibility criteria identified in the relevant set of Annexes I and II to the CSA Terms and Conditions, as may be limited by certain options in the corresponding set of Annexes I and II, which shall be annexed to the Specific Terms of the Securities; and

- (b) if the Collateralised Securities are not Exempt Securities, the eligibility criteria set out in the Collateral Assets Table in the row corresponding to such Eligibility Set, as may be limited by any additional conditions specified in the Collateral Assets Table.

Notwithstanding the Eligibility Criteria specified in the Specific Terms of the Securities in respect of a series of Collateralised Securities, Euroclear shall be obliged to refer only to the terms of the Euroclear Agreements in determining whether the Collateral Assets comply with the eligibility criteria set out in the Euroclear Agreements.

"Eligible Collateral Assets" means Cash and securities which satisfy all of the Eligibility Criteria applicable to an Eligibility Set. Securities which satisfy all of the Eligibility Criteria that are specified to be applicable to an Eligibility Set will be Eligible Collateral Assets notwithstanding that such assets do not satisfy the Eligibility Criteria applicable to another Eligibility Set.

"Eligibility Set" means:

- (a) if the Collateralised Securities are Exempt Securities, an Eligibility Set (as defined in the Collateral Service Agreement), or
- (b) if the Collateralised Securities are not Exempt Securities, the Eligibility Criteria that are specified in a row of the Collateral Assets Table set out in the Specific Terms of the Securities, as limited by any applicable conditions specified in the Collateral Assets Table, and which together define a class or type of Eligible Collateral Assets.

"Euroclear" means Euroclear Bank SA/NV, a credit institution incorporated under the laws of Belgium, as operator of the Euroclear System, and which is recognised as a central securities depository for purposes of Royal Decree n° 62.

"Euroclear Agreements" means the Euroclear Terms and Conditions, the Collateral Service Agreement and the Single Pledgor Pledged Account Agreement.

"Euroclear Distributions" means all amounts received by Euroclear in respect of Collateral Assets, whether by way of interest, principal, premium, dividend, return of capital or otherwise, and whether in cash or in kind, standing to the credit of the Secured Accounts and all the right, title and interest of the Issuer in and to such amounts.

"Euroclear Event" means:

- (a) any failure of Euroclear to comply with instructions sent by the Issuer in accordance with the relevant Euroclear Agreements (or deemed to be given by the Issuer in accordance with the AutoSelect Methodology pursuant to the Collateral Service Agreement) to effect any transfer obligation of the Issuer in accordance with the Collateral Transaction Documents (other than any such failure caused solely by the action or inaction of the Issuer, including a failure by the Issuer to have sufficient "Eligible Securities" or "Eligible Cash" credited to its "Collateral Giver's Account" (each term as defined in the Euroclear Agreements));
- (b) Euroclear ceases to comply with or perform, or is otherwise unable to comply with or perform, any agreement or obligation to be complied with or performed by it in accordance with the relevant Euroclear

Agreements (including determining the "Market Value" (as defined in the Collateral Service Agreement) of Eligible Collateral);

- (c) notice by Euroclear is given to the parties to terminate any of the Euroclear Agreements or any of the Euroclear Agreements expires or terminates, whether in accordance with the terms thereof or otherwise (unless such termination is the result of the provision of matching instructions by the Issuer and Security Trustee);
- (d) Euroclear disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of any Euroclear Agreement; or
- (e) Euroclear makes a unilateral amendment to the terms of any of the Euroclear Agreements or its status otherwise changes, in either case resulting in the Issuer ceasing to be in compliance with its regulatory obligations as determined by the Issuer acting in good faith and in a commercially reasonable manner; or
- (f) Euroclear is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention to cease business permanently or in fact does so.

"Euroclear Report" means, in respect of a Secured Account, the "Margin Report" (or any successor or replacement report) or any other relevant report provided by Euroclear to the Issuer and the Pledgee's Representative under the Collateral Service Agreement.

"Euroclear System" means the clearance and settlement system for internationally traded securities operated by Euroclear, including all services offered by Euroclear in respect of securities held or recorded in any account as set forth in the Euroclear Terms and Conditions.

"Euroclear Terms and Conditions" means the "Terms and Conditions governing use of Euroclear", including any operating procedures from time to time forming part thereof (including the "Operating Procedures of the Euroclear System" issued by Euroclear, being the Euroclear Operating Procedures).

"Event of Default" has the meaning given in Secured Condition 4.7.

"Extraordinary Security Trustee Liabilities" means Liabilities incurred by the Security Trustee and, where applicable, the Disposal Agent, if the Security Trustee determines that it is necessary or is requested by the Issuer or any Secured Party to undertake duties which are of an exceptional nature or otherwise outside the scope of the duties of the Security Trustee and, where applicable, the Disposal Agent, under the Trust Deed, the Collateral Monitoring Agent Agreement, the Pledge Agreement and the Secured Conditions.

"Financial Collateral Law" means the Belgian Law of 15 December 2004 on financial collateral arrangements.

"Inventory Collateralised Security" means all Collateralised Securities held by the Issuer and/or its affiliates, including but not limited to, in its capacity as market maker (if applicable), and, in respect of each such Collateralised Security, the Issuer and/or its affiliates shall be deemed to have waived its rights (a) to receive the proceeds of realisation of the Collateral Assets securing such series of Collateralised Securities following the enforcement of the Pledge Agreement and (b) to give an Acceleration Notice on the occurrence of an Event of Default.

"Liability" means, for the purposes of these Secured Conditions, any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis (and **"Liabilities"** shall be construed accordingly).

"Minimum Adjustment Amount" means the amount specified as such in the Specific Terms of the Securities, and if no such amount is specified, EUR 250,000.

"Non-Inventory Collateralised Securities" means, in relation to a series of Collateralised Securities and any relevant date, those Collateralised Securities which are not Inventory Collateralised Securities on such date.

"Notice of Exclusive Control" means a notice in writing given by the Pledgee's Representative on behalf of the Security Trustee (acting in accordance with an Acceleration Instruction) to Euroclear specifying that Euroclear act solely upon the instructions of the Security Trustee with respect to the relevant Secured Accounts and instructing Euroclear to deliver the Collateral Assets held in such Secured Accounts to the Pledgee's Representative.

"Notification Time" means the latest time by which Euroclear will accept instructions from the Issuer and the Pledgee's Representative in order to be able to effect transfer of Eligible Collateral on the relevant Required Collateral Value Notification Date.

"Order of Priority" means the order following which the Security Trustee shall apply moneys received following enforcement of the Pledge Agreement in accordance with Secured Condition 6 below. The Order of Priority shall follow the order (a), (b), (c), (d), (e), (f), (g) specified below:

- (a) any fees and expenses incurred by Euroclear in connection with the sale and realisation of the Collateral Assets in the Collateral Pool that are due to be paid or reimbursed to Euroclear by the Issuer pursuant to the Euroclear Agreements;
- (b) Security Trustee Amounts which the Security Trustee will apply in settlement of Security Trustee Liabilities and from which the Security Trustee may apply in settlement of Extraordinary Security Trustee Liabilities;
- (c) pro rata and pari passu all Liabilities incurred by or payable by the Issuer to the Security Trustee and, where applicable, the Disposal Agent (which shall include any taxes required to be paid, the costs of realising any security (including the distribution of enforcement proceeds) and the remuneration of the Security Trustee and, where applicable, the Disposal Agent) in relation to the relevant series of Collateralised Securities; such amounts together the **"Security Trustee Liabilities"**;
- (d) pro rata and pari passu any amounts for which the Issuer is responsible due to be paid or reimbursed to the Custodian (Security Trustee) by the Security Trustee pursuant to the Custody Agreement, to the Pledgee's Representative by the Issuer pursuant to the Pledge Agreement or to the Collateral Monitoring Agent pursuant to the Collateral Monitoring Agent Agreement;

- (e) any amounts due to Securityholders of Non-Inventory Collateralised Securities in accordance with Secured Condition 6 below;
- (f) any amounts due to be paid or reimbursed to Euroclear by the Issuer pursuant to the Euroclear Agreements that are not covered by paragraph (a) above; and
- (g) payment of the balance (if any) to the Issuer.

"Pledge Agreement" means, in respect of a series of Collateralised Securities, a pledge agreement governed by Belgian law between the Issuer, the Security Trustee and the Pledgee's Representative relating to such series of Collateralised Securities, as described in Secured Condition 4.1 below.

"Pledged Cash Account" means, in respect of a series of Collateralised Securities, the "Pledged Cash Account" (as defined in the SPPA Terms and Conditions) relating to such series of Collateralised Securities in the Euroclear System in the name of the Pledgee's Representative, acting in its own name but the account of the Security Trustee, to be operated in accordance with the Euroclear Agreements.

"Pledgee's Representative" means:

- (a) in respect of a series of Collateralised Securities where the Specific Terms of the Securities state that Prohibition of Sales to Retail Investors in the EEA is applicable, The Bank of New York Mellon, London Branch, acting as agent on behalf of the Security Trustee, or such other entity as is specified in the Specific Terms of the Securities; or
- (b) in respect of a series of Collateralised Securities where the Specific Terms of the Securities state that Prohibition of Sales to Retail Investors in the EEA is not applicable, such entity as is specified in the Specific Terms of the Securities,

or, in each case, any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Pledge Agreement and/or these Secured Conditions.

"Pledged Cash" means all Cash standing from time to time to the credit of the Pledged Cash Account.

"Pledged Securities" means all securities that satisfy the Eligibility Criteria standing from time to time to the credit of the Pledged Securities Account and all right, title and interest of the Issuer relating to or arising from such securities.

"Pledged Securities Account" means, in respect of a series of Collateralised Securities, the "Pledged Securities Account" (as defined in the SPPA Terms and Conditions) relating to such series of Collateralised Securities in the Euroclear System in the name of the Pledgee's Representative, acting in its own name but for the account of the Security Trustee, to be operated in accordance with the Euroclear Agreements.

"Reference Value" means, in respect of a Collateral Pool and a Collateral Test Date:

- (a) if "MV Collateralisation" is specified as the "Type of Collateralisation" in the Specific Terms of the Securities, the "Market Value" (as defined in General Condition §3 but determined by the Collateralised Securities Valuation Agent instead of the Calculation Agent) of a Collateralised Security as at the

time of the most recently available valuation on the Collateralised Securities Valuation Date;

- (b) if "NMV Collateralisation" is specified as the "Type of Collateralisation" in the Specific Terms of the Securities, the "Market Value" (as defined in General Condition §3 but determined by the Collateralised Securities Valuation Agent instead of the Calculation Agent) of a Collateralised Security as at the time of the most recently available valuation on the Collateralised Securities Valuation Date, reduced by the direct and indirect cost to the Issuer of unwinding any underlying related Hedging Arrangements, all as determined by the Issuer in its reasonable discretion and notified to the Collateralised Securities Valuation Agent;
- (c) if "Secondary Market Mid Price Collateralisation" is specified as the "Type of Collateralisation" in the Specific Terms of the Securities, the mid price of a Collateralised Security quoted by the Issuer on the secondary market as at the time of the most recently available secondary market price on the Collateralised Securities Valuation Date as determined by the Collateralised Securities Valuation Agent in its sole discretion;
- (d) if "Secondary Market Bid Price Collateralisation" is specified as the "Type of Collateralisation" in the Specific Terms of the Securities, the bid price of a Collateralised Security quoted by the Issuer on the secondary market as at the time of the most recently available secondary market price on the Collateralised Securities Valuation Date as determined by the Collateralised Securities Valuation Agent in its sole discretion; and
- (e) if the Collateralised Securities are Exempt Securities and "Alternative Collateralisation Method" is specified as the "Type of Collateralisation" in the Specific Terms of the Securities, the value determined in accordance with the methodology for determining the Reference Value that is specified in the Specific Terms of the Securities,

provided that the Reference Value in respect of any day that is not a Required Collateral Value Notification Date shall be equal to the Reference Value in respect of the immediately preceding Required Collateral Value Notification Date.

"Required Collateral Default" means, following receipt by the Issuer of a Collateral Shortfall Notice which indicates that the Collateral Test is not satisfied, the Issuer fails to instruct Euroclear to transfer sufficient additional Eligible Collateral Assets into the Secured Accounts to satisfy the Collateral Test and/or Deliver the additional necessary Eligible Collateral Assets and/or insufficient Eligible Collateral Assets are available so as to enable Euroclear to automatically satisfy the Collateral Test or to give effect to any such instruction when given, and in either case the Collateral Test is not satisfied for the Required Collateral Default Period following the delivery of such Collateral Shortfall Notice.

"Required Collateral Default Notice" means a notice (which may be given in any form agreed between the Collateral Monitoring Agent, the Pledgee's Representative and the Issuer, including but not limited to, electronic message, exchange of electronic files or by telephone) given in accordance with the Collateral Monitoring Agent Agreement by the Collateral Monitoring Agent to the Issuer, the relevant Agent and the Pledgee's Representative, specifying that a Required Collateral Default has occurred.

"Required Collateral Default Period" means the number of Collateral Business Days specified in the Specific Terms of the Securities.

"Required Collateral Value" means, in respect of a Collateral Pool and a Collateral Test Date:

- (a) if "MV Collateralisation", "NMV Collateralisation", "Secondary Market Mid Price Collateralisation", "Secondary Market Bid Price Collateralisation" or "Alternative Collateralisation Method" is specified as the "Type of Collateralisation" in the Specific Terms of the Securities, the product of (i) the Collateralisation Percentage, (ii) the Reference Value, and (iii) the number of outstanding Non-Inventory Collateralised Securities of such series of Collateralised Securities on the Collateralised Securities Valuation Date, as determined by the Collateral Monitoring Agent;
- (b) if "NA Collateralisation" is specified as the "Type of Collateralisation" in the Specific Terms of the Securities, the product of (i) the Collateralisation Percentage, and (ii) the sum of the Nominal Amount of each outstanding Non-Inventory Collateralised Security of such series of Collateralised Securities on the Collateralised Securities Valuation Date, as determined by the Collateral Monitoring Agent; and
- (c) if "Par Plus Accrued Interest Collateralisation" is specified as the "Type of Collateralisation" in the Specific Terms of the Securities, the product of (i) the Collateralisation Percentage, and (ii) the aggregate of the par value and accrued but unpaid interest (if any) of each outstanding Non-Inventory Collateralised Security of such series of Collateralised Securities on the Collateralised Securities Valuation Date, as determined by the Collateral Monitoring Agent,

provided (i) that the Required Collateral Value in respect of any day that is not a Required Collateral Value Notification Date shall be equal to the Required Collateral Value in respect of the immediately preceding Required Collateral Value Notification Date and (ii) following the Issue Date, if the difference (if any) between (1) the Required Collateral Value in respect of a Required Collateral Value Notification Date and (2) the last Required Collateral Value jointly notified via matching instructions to Euroclear as the "Intended Transaction Amount" pursuant to the Collateral Service Agreement (the "**Last Notified Required Collateral Value**") is less than the Minimum Adjustment Amount, the Required Collateral Value for such Required Collateral Value Notification Date shall be deemed to be the Last Notified Required Collateral Value.

"Required Collateral Value Notification Date" means the Issue Date and each Collateral Test Date specified as such in the Specific Terms of the Securities, which may be on a daily, weekly, monthly or other frequency specified in the Specific Terms of the Securities.

"Royal Decree n° 62" means the Belgian Royal Decree n° 62 of 10 November 1967 concerning the custody and clearing of fungible financial instruments (as coordinated).

"Secured Account" means, in respect of a series of Collateralised Securities, each of the Pledged Securities Account and the Pledged Cash Account relating to such series.

"Secured Parties" means the parties referred to in sub-paragraphs (a) to (f) (inclusive) of the definition of Order of Priority (each, a "**Secured Party**").

"Secured Liabilities" means all present, future, actual and contingent obligations of the Issuer under the Collateralised Securities, the Pledge Agreement, the Trust Deed, the Euroclear Agreements, the Collateral Monitoring Agent Agreement and the Custody Agreement.

"Security Trustee" means:

- (a) in respect of a series of Collateralised Securities where the Specific Terms of the Securities state that Prohibition of Sales to Retail Investors in the EEA is applicable, BNY Mellon Corporate Trustee Services Limited or such other entity as is specified in the Specific Terms of the Securities; or
- (b) in respect of a series of Collateralised Securities where the Specific Terms of the Securities state that Prohibition of Sales to Retail Investors in the EEA is not applicable, such entity as is specified in the Specific Terms of the Securities,

or, in each case, any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Trust Deed, the Pledge Agreement and/or these Secured Conditions.

"Security Trustee Amounts" means such amounts as the Security Trustee from time to time determines that it shall require in order to satisfy any Security Trustee Liabilities or Extraordinary Security Trustee Liabilities.

"Security Trustee Liabilities" has the meaning given to it in the definition of Order of Priority.

"Single Pledgor Pledged Account Agreement" means, in respect of a series of Collateralised Securities, the agreement made between the Issuer as "Pledgor", the Pledgee's Representative as "Pledgee's Representative" and Euroclear pursuant to which the parties agree to be bound by Euroclear's "Single Pledgor Pledged Account Terms and Conditions" (the version in force as of the date of such agreement, as amended, being the **"SPPA Terms and Conditions"**).

"Third Party Market Value Provider Amendment Agreement" means any amendment agreement entered into by the Issuer as "Collateral Giver", the Pledgee's Representative as "Collateral Taker" and Euroclear amending the Collateral Service Agreement Terms and Conditions to allow a third party provider nominated by the Issuer to provide specific "Market Values" (as defined in the Collateral Service Agreement) for certain securities comprising or to comprise the Pledged Securities.

"Trust Deed" means, in respect of a series of Collateralised Securities, a trust deed governed by English law between the Issuer and the Security Trustee appointing the Security Trustee to act for the Secured Parties of such series.

3. General

3.1 Security Trustee and Pledgee's Representative

In relation to each series of Collateralised Securities, the Security Trustee specified in the Specific Terms of the Securities shall undertake the duties of Security Trustee in respect of the Collateralised Securities as set out in the Collateral Transaction Documents.

In relation to each series of Collateralised Securities, the Issuer, the Security Trustee and the Pledgee's Representative will enter into a Pledge Agreement. The Security Trustee will hold the rights granted to it under the Pledge Agreement for itself, the Securityholders of the Non-Inventory Collateralised Securities and the other relevant Secured Parties under the Pledge Agreement.

The Security Trustee has appointed the Pledgee's Representative to act on its behalf within the Euroclear System for all purposes in connection with the Pledge Agreement, the Trust Deed and the Euroclear Agreements (the Security Trustee not being a participant in the Euroclear System).

3.2 Custodian (Security Trustee)

In relation to each series of Collateralised Securities, the Custodian (Security Trustee) specified in the Specific Terms of the Securities shall undertake the duties of custodian to the Security Trustee under the terms of the Custody Agreement in respect of the relevant series of Collateralised Securities.

3.3 Collateral Monitoring Agent

In relation to each series of Collateralised Securities, the Collateral Monitoring Agent specified in the Specific Terms of the Securities shall undertake the duties of Collateral Monitoring Agent in respect of the Collateralised Securities as set out in the Collateral Monitoring Agent Agreement.

3.4 Collateralised Securities Valuation Agent

Deutsche Bank Aktiengesellschaft shall undertake the duties of Collateralised Securities Valuation Agent in respect of the Collateralised Securities as set out in these Secured Conditions and the Collateral Monitoring Agent Agreement.

In making determinations and calculations under these Secured Conditions, the Collateralised Securities Valuation Agent shall act in good faith and in a commercially reasonable manner. In relation to each series of Collateralised Securities, the Collateralised Securities Valuation Agent acts solely as an agent of the Issuer, and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Securityholders.

3.5 Market Value in respect of the Pledged Securities

The market value of securities comprising or to comprise the Pledged Securities shall be determined in accordance with the Euroclear Agreements (including for the avoidance of doubt any amendment agreements applicable thereto).

3.6 Termination and Replacement

Each of the Collateral Transaction Documents contains, or will contain, provisions for the termination of such agreement and, as the case may be, the removal or replacement of the role of the relevant Collateral Arrangement Party appointed thereunder. Any such termination, removal and/or replacement will be effected without the consent of Securityholders in accordance with the provisions of such agreements and (other than in respect of Euroclear) these Secured Conditions. The Issuer reserves the right at any time to appoint a replacement Collateralised Securities Valuation Agent. Other than in respect of Euroclear, no such termination or removal shall be effective until a replacement entity has been appointed. The Collateralised Securities Valuation Agent shall be required to give notice to Securityholders of any such termination, removal and/or replacement in accordance with General Condition §16. Any reference to a Collateral Arrangement Party in these Secured Conditions shall be deemed to include a reference to any entity appointed as a replacement thereof.

3.7 Notices

Where any provision of these Secured Conditions requires one party to deliver a notice to another party, such notice may be delivered in any form agreed between the parties thereto, including but not limited to, by post, electronic message, fax, exchange of electronic files, SWIFT messages, messages through the relevant clearing system or by telephone (provided that any notice given by telephone must, as soon as reasonably practicable, be confirmed in writing between the parties to such telephone conversation and failure to obtain such confirmation shall not invalidate such notice). All notices given to the Issuer in a form other than

e-mail should be promptly copied to the Issuer's e-mail address: SecuredIssuanceNotifications@list.db.com.

4. Security

4.1 Pledge Agreement

The obligations of the Issuer in respect of the Secured Liabilities will be secured by a Pledge Agreement pursuant to which the Issuer:

- (a) grants a first-ranking pledge (gage de premier rang/pand in eerste rang) over the Pledged Securities, in accordance with the Financial Collateral Law and Royal Decree n° 62 and/or, as the case may be, (i) the law of 2 January 1991 on the market for public debt securities and monetary policy instruments, (ii) the law of 22 July 1991 on treasury bonds and certificates of deposit or (iii) articles 460 and 468 to 475ter of the Belgian Companies Code, articles 6:29 to 6:38 of the Belgian Code of Companies and Associations and the royal decree of 12 January 2006 on companies' dematerialised shares; and
- (b) transfers title (transfert de propriété à titre de garantie/eigendomsoverdracht ten titel van zekerheid) to the Pledged Cash by way of security in accordance with the Financial Collateral Law,

in each case, to the Security Trustee to hold for itself and on behalf of the relevant Securityholders and the other relevant Secured Parties under the Pledge Agreement.

Euroclear Distributions that are not transferred to the Issuer pursuant to the Collateral Transaction Documents shall, as the case may be, be booked either (i) on the Pledged Securities Account and thus constitute Pledged Securities that fall within the scope of the pledge referred to in paragraph (a) above, or (ii) on the Pledged Cash Account and thus constitute Pledged Cash that falls within the scope of transfer of title by way of security as referred to in paragraph (b) above. Following the delivery of a Collateral Enforcement Notice, any Euroclear Distributions paid in respect of the Collateral Assets held in the Secured Accounts will be credited to the Secured Accounts and will be subject to the security set forth above.

4.2 Collateral Pools

Each series of Collateralised Securities will be secured by a separate Collateral Pool comprising Collateral Assets held in segregated Secured Accounts.

4.3 Initial Collateral Assets

On or before the Issue Date of a series of Collateralised Securities, the Collateral Monitoring Agent shall calculate the Required Collateral Value in respect of the Issue Date and shall notify the Pledgee's Representative and the Issuer of such Required Collateral Value by no later than the Notification Time on the Issue Date.

On the Issue Date of a series of Collateralised Securities, the Issuer and the Pledgee's Representative shall, no later than the Notification Time on the Issue Date, provide matching instructions to Euroclear specifying the Required Collateral Value as the "Intended Transaction Amount" pursuant to the Collateral Service Agreement. If "Autoselect" does not apply under the Euroclear Agreements, the Issuer and the Pledgee's Representative shall by the Notification Time provide matching instructions to Euroclear to transfer Eligible Collateral Assets to the Secured Accounts such that the Collateral Test will be satisfied on the Collateral Test Date falling on such Issue Date.

4.4 Adjustments to Collateral Assets

If the aggregate number of outstanding Non-Inventory Collateralised Securities on a Collateralised Securities Valuation Date differs from the aggregate number on the last Collateralised Securities Valuation Date, the Collateralised Securities Valuation Agent will notify the Collateral Monitoring Agent of the revised aggregate number of outstanding Non-Inventory Collateralised Securities (if any) on such date.

If the Reference Value in respect of a Required Collateral Value Notification Date is required to be determined by the Collateralised Securities Valuation Agent, the Collateralised Securities Valuation Agent shall notify the Issuer and the Collateral Monitoring Agent of such Reference Value on the Collateralised Securities Valuation Date for such Required Collateral Value Notification Date.

On or before each Required Collateral Value Notification Date, the Collateral Monitoring Agent shall calculate the Required Collateral Value in respect of such Required Collateral Value Notification Date and shall notify the Pledgee's Representative and the Issuer of such Required Collateral Value by no later than the Notification Time on such Required Collateral Value Notification Date.

If the Required Collateral Value for a Required Collateral Value Notification Date differs from the last Required Collateral Value jointly notified via matching instructions to Euroclear as the "Intended Transaction Amount" pursuant to the Collateral Service Agreement, the Issuer and the Pledgee's Representative shall, no later than the Notification Time on such Required Collateral Value Notification Date, provide matching instructions to Euroclear specifying the revised Required Collateral Value as the "Intended Transaction Amount" pursuant to the Collateral Service Agreement.

If "Autoselect" does not apply under the Euroclear Agreements, the Issuer and the Pledgee's Representative shall by the Notification Time on each Collateral Test Date provide matching instructions to Euroclear to transfer Eligible Collateral Assets to the Secured Accounts such that the Collateral Test will be satisfied on on each Collateral Test Date.

Euroclear will verify that the relevant Collateral Assets held in the Secured Account comply with the eligibility criteria set out in Annexes I&II to the CSA Terms and Conditions at such time in respect of such series of Collateralised Securities. In respect of Collateralised Securities that are not Exempt Securities, the Issuer shall be solely responsible for ensuring that the Eligibility Criteria specified in the Specific Terms of the Securities is substantively identical to the eligibility criteria specified in the the CSA Terms and Conditions and Euroclear and the Security Trustee shall not be liable to the Securityholders or any party for any discrepancy therein. The Pledgee's Representative shall provide the Euroclear Report for the final hourly optimisation run by Euroclear on each Collateral Test Date to the Collateral Monitoring Agent.

If on the Collateral Test Monitoring Date corresponding to the relevant Collateral Test Date the Collateral Monitoring Agent determines that the Collateral Test was not satisfied on such Collateral Test Date, the Collateral Monitoring Agent will promptly send the Issuer a Collateral Shortfall Notice. Following receipt of such Collateral Shortfall Notice, the Issuer will promptly make sufficient Eligible Collateral Assets available to Euroclear to satisfy the Collateral Test and, if "Autoselect" does not apply under the Euroclear Agreements, the Issuer and the Pledgee's Representative shall provide matching instructions to Euroclear to transfer additional Eligible Collateral Assets into the relevant Secured Account for such purpose.

4.5 Substitution or withdrawal of Collateral Assets

The Issuer may, subject to the terms of the Pledge Agreement and the Euroclear Agreements, withdraw and/or replace Collateral Assets from the relevant Secured Account in accordance with the Euroclear Agreements.

4.6 Required Collateral Default

Following the occurrence of a Required Collateral Default, the Collateral Monitoring Agent shall send a Required Collateral Default Notice to the Issuer, the relevant Agent and the Pledgee's Representative specifying that a Required Collateral Default has occurred. The relevant Agent shall as soon as reasonably practicable give notice in accordance with General Condition §16 to all relevant Securityholders of the Required Collateral Default Notice.

4.7 Events of Default

4.7.1 The occurrence of one or more of the following events shall constitute an "**Event of Default**" with respect to any series of Collateralised Securities:

- (a) any of the events set out in sub-paragraphs (i) to (iv) of §12(1)(a) of the General Conditions of the Securities;
- (b) a Required Collateral Default has occurred; or
- (c) any of (i) a failure by the Issuer to comply with or perform any undertaking or obligation to be complied with or performed by it in accordance with the Pledge Agreement or the Trust Deed if such failure is continuing after any applicable grace period has elapsed, the expiration or termination of such Pledge Agreement or Trust Deed, or (ii) the Issuer disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Pledge Agreement or Trust Deed (or such action is taken by any person or entity appointed or empowered to act on the Issuer's and/or Issuer's behalf).

If an Event of Default shall occur and be continuing with respect to any series of Collateralised Securities, then any Securityholder may, at its option, send an Acceleration Notice through the relevant Clearing Agent to the relevant Agent (provided that a copy of such Acceleration Notice must be sent to the Issuer via the e-mail address specified in Part 1 of the Schedule to this Annex). If the Securityholder(s) of at least 33 per cent. in aggregate nominal amount or by number (as applicable) of such Non-Inventory Collateralised Securities outstanding send Acceleration Notice(s) through the relevant Clearing Agent to the relevant Agent, and if any such default is not cured by the Issuer prior to receipt by the relevant Agent of the latest of such Acceleration Notice(s) required to exceed the 33 per cent. threshold specified above, an "**Acceleration Event**" shall occur in respect of such series of Collateralised Securities and the relevant Agent shall promptly inform the Issuer of such occurrence.

Paragraph (1) of General Condition §12 shall be deemed to be amended to the extent necessary to give effect to this Secured Condition 4.7 and Secured Condition 6.1 (and, for the avoidance of doubt, a Securityholder shall not be entitled to declare its Collateralised Securities due except as specified in this Secured Condition 4.7 and Secured Condition 6.1). Paragraphs (3) and (4) of General Condition §12 shall not apply to Collateralised Securities.

4.7.2 Following the occurrence of an Acceleration Event, the relevant Agent shall promptly send a notice (in or substantially in the form set out in Part 2 of the Schedule to this Annex) (an "**Acceleration Instruction**") to the Security Trustee confirming that the Securityholder(s) of at least 33 per cent. in aggregate nominal amount or by number (as applicable) of the Non-Inventory Collateralised

Securities outstanding have delivered Acceleration Notices thereby instructing the Security Trustee to:

- (a) deliver the notices specified in Secured Condition 6.1;
- (b) enforce the security constituted by the Pledge Agreement and distribute the proceeds, in each case, in accordance with its terms and the provisions of these Secured Conditions, the Trust Deed and the Pledge Agreement;
- (c) appoint the Disposal Agent nominated by the Instructing Securityholder(s) and provide instructions to the Disposal Agent in accordance with the instructions provided by the Instructing Securityholder(s) pursuant to these Secured Conditions and the terms of the Trust Deed; and
- (d) perform any further actions of the Security Trustee specified in these Secured Conditions, the Trust Deed and the Pledge Agreement or any reasonable incidental actions.

5. Euroclear, Collateralised Securities Valuation Agent, Collateral Monitoring Agent and relevant Agent

In relation to each series of Collateralised Securities, the Collateralised Securities Valuation Agent acts solely as an agent of the Issuer, and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Securityholders.

All calculations and determinations made in respect of the Collateralised Securities by the Issuer, Euroclear, the Collateralised Securities Valuation Agent and the Collateral Monitoring Agent shall (save in the case of manifest error) be final, conclusive and binding on the Issuer, the Securityholders and the Security Trustee (as applicable).

Each of the Issuer and the Collateralised Securities Valuation Agent may delegate any of its obligations and functions to a third party as provided for in the Collateral Transaction Documents (as applicable).

6. Default, Enforcement and Realisation

6.1 Acceleration and Enforcement of Collateral

If the Security Trustee receives an Acceleration Instruction, the Security Trustee shall (acting in accordance with such Acceleration Instruction), as soon as reasonably practicable:

- (a) deliver a Collateral Enforcement Notice (in or substantially in the form annexed to the Pledge Agreement) in respect of such series of Collateralised Securities to each of the Issuer, the Collateral Monitoring Agent and the relevant Agent;
- (b) instruct the Pledgee's Representative to deliver a Notice of Exclusive Control in respect of the Secured Accounts relating to such series of Collateralised Securities to each of Euroclear and the Issuer; and
- (c) appoint the Disposal Agent nominated by the Instructing Securityholder(s) and provide instructions to the Disposal Agent in accordance with instructions provided by the Instructing Securityholder(s).

Upon delivery of the Collateral Enforcement Notice, all Collateralised Securities in respect of which the Collateral Enforcement Notice is served will become immediately due and repayable at the Early Termination Amount.

The "**Early Termination Amount**" in respect of a Non-Inventory Collateralised Security shall be equal to its pro rata share of the Required Collateral Value last

notified by the Collateral Monitoring Agent to the Issuer and the Pledgee's Representative pursuant to Secured Condition 4.4 prior to the occurrence of the Event of Default that led to the Acceleration Event, provided however that if: (i) the Collateralisation Percentage is less than or greater than 100 per cent., such Required Collateral Value will be adjusted to use a Collateralisation Percentage of 100 per cent., and/or (ii) such Required Collateral Value will be reduced by the direct and indirect cost to the Issuer of unwinding any underlying related Hedging Arrangements, all as determined by the Issuer in its reasonable discretion and notified to the Security Trustee.

The second paragraph of §12(1) of the General Conditions of the Securities shall not apply.

The relevant Agent will give notice of the receipt of such Acceleration Instruction and the delivery of such Collateral Enforcement Notice and Notice of Exclusive Control in accordance with General Condition §16 to all relevant Securityholders.

As soon as reasonably practicable following the delivery of a Collateral Enforcement Notice, the Issuer shall, and shall procure that its affiliates that hold Inventory Collateralised Securities of the series of Collateralised Securities in respect of which the Collateral Enforcement Notice is served, submit such Inventory Collateralised Securities for cancellation free of payment and, following such cancellation, the Collateralised Securities Valuation Agent shall notify the Security Trustee of the number of outstanding Non-Inventory Collateralised Securities of such series.

6.2 Enforcement and Realisation

Following delivery of a Collateral Enforcement Notice in respect of the relevant series of Collateralised Securities, the Security Trustee shall enforce the security constituted by the Pledge Agreement relating to the relevant Collateral Pool in accordance with the terms of the Trust Deed, the Euroclear Agreements, these Secured Conditions (as completed by the Specific Terms of the Securities) and the Pledge Agreement and shall, acting in accordance with instructions provided by the Instructing Securityholder(s), give instructions to the Disposal Agent to effect a liquidation and realisation of all the Collateral Assets in the Collateral Pool which secures such series of Collateralised Securities and subsequently distribute the relevant Collateral Enforcement Proceeds Share to the relevant Securityholders in accordance with Secured Condition 6.5.

6.3 Liability of the Security Trustee

The Pledge Agreement and the Trust Deed will contain provisions setting out the standards of liability of the Security Trustee including to the effect that if any Secured Party directs the Security Trustee to effect the liquidation and realisation of the Collateral Assets in the Collateral Pool which secures the relevant series of Collateralised Securities, the Security Trustee shall not be under any obligation to take any further action (without prejudice to its ability to instruct the Disposal Agent to liquidate and realise the Collateral Assets for the purpose of funding the Security Trustee Amounts) if it reasonably believes that (x) it would not be able to recover the Security Trustee Amounts that would be incurred in connection with such action from the relevant Collateral Assets or otherwise and/or (y) it would experience an unreasonable delay in doing so, and provided that the Security Trustee (i) shall have no liability for any such failure to act and (ii) shall not be under any obligation to take any action unless it has first been indemnified and/or secured and/or pre-funded to its satisfaction.

The Security Trustee will not, in the absence of its own gross negligence, fraud or wilful default, have any liability in connection with its role under or for the purposes

of these Secured Conditions and it will have no regard to the effect of such action on individual Securityholders.

For the avoidance of doubt, the Security Trustee shall be entitled to rely (without liability to any person and without further enquiry) on an Acceleration Instruction delivered by the Agent and on any notice of revocation of such Acceleration Instruction pursuant to Secured Condition 4.7.2 and shall have no obligation to monitor or verify whether the relevant threshold has been met or to monitor or verify whether any Securityholder that has delivered an Acceleration Notice holds Inventory Collateralised Securities or Non-Inventory Collateralised Securities.

6.4 Enforcement and realisation by Securityholders

- 6.4.1 Upon the occurrence of an Acceleration Event, the Security Trustee shall act in accordance with the written instructions provided by the Securityholder(s) that hold at least 33 per cent. in aggregate nominal amount or by number (as applicable) of the Non-Inventory Collateralised Securities outstanding (the "**Instructing Securityholder(s)**") in accordance with the terms of the Trust Deed. If the Security Trustee receives conflicting instructions each of which is provided by Securityholder(s) of at least 33 per cent. in aggregate nominal amount or by number (as applicable) of the Non-Inventory Collateralised Securities outstanding, the Security Trustee shall follow the directions provided by the Securityholder(s) that hold the greater aggregate nominal amount or number (as applicable) of such Non-Inventory Collateralised Securities outstanding and such Securityholder(s) shall be deemed to be the Instructing Securityholder(s).
- 6.4.2 No Securityholder shall be entitled to enforce a Pledge Agreement unless the Security Trustee, having become bound to so enforce or proceed, fails so to do within a reasonable time and such failure is continuing or the Security Trustee is prevented from enforcing the Pledge Agreement by any court order.
- 6.4.3 If the Security Trustee becomes bound to enforce the security constituted by the Pledge Agreement and fails to do so within a reasonable time and such failure is continuing or the Security Trustee is prevented from enforcing the security constituted by a Pledge Agreement by any court order, then, without prejudice to the paragraph above, Securityholder(s) of at least 33 per cent. in aggregate nominal amount or by number (as applicable) of such Non-Inventory Collateralised Securities outstanding may remove the Security Trustee and appoint a replacement Security Trustee in accordance with Secured Condition 3.6 and the terms of the Pledge Agreement and the Trust Deed.
- 6.4.4 Securityholders shall not be entitled to enforce a Euroclear Agreement or to proceed directly against Euroclear to enforce the terms of the Euroclear Agreement. Euroclear shall not have any liability to any Securityholder as to the consequence of any actions taken by Euroclear.
- 6.4.5 Securityholders shall not be entitled to enforce the Custody Agreement or to proceed directly against the Custodian (Security Trustee) to enforce the terms of the Custody Agreement. The Custodian (Security Trustee) shall not have any liability to any Securityholder as to the consequence of any actions taken by the Custodian (Security Trustee).

6.5 Application and distribution of proceeds of enforcement

- 6.5.1 In connection with the enforcement of the security constituted by the Pledge Agreement, after the realisation and liquidation of the relevant Collateral Assets in accordance with Secured Condition 6.4, the Security Trustee (acting in accordance with an Acceleration Instruction) shall instruct the Disposal Agent to use the proceeds of such realisation and liquidation of the Collateral Assets to

make payment of any amounts payable to the Secured Parties ranking prior to the Securityholders of Non-Inventory Collateralised Securities in accordance with the Order of Priority and to notify the Collateral Monitoring Agent of the Collateral Enforcement Proceeds. Following such payment the Collateral Monitoring Agent shall determine the Collateral Enforcement Proceeds Share (if any) in respect of each Non-Inventory Collateralised Security and shall notify such amount to the Security Trustee, the Disposal Agent and to the relevant Agent, which shall notify the same to the Securityholders in accordance with General Condition §16.

- 6.5.2 Subject as provided below, the Security Trustee (acting in accordance with an Acceleration Instruction) or the Disposal Agent (acting on behalf of and at the instruction of the Security Trustee) shall apply the remaining proceeds from the realisation of the relevant Collateral Assets in a Collateral Pool in meeting the claims of Securityholders in respect of the Early Termination Amount payable under each Non-Inventory Collateralised Security which is secured by the relevant Collateral Pool *pro rata* to the Collateral Enforcement Proceeds Share of each such Non-Inventory Collateralised Security.
- 6.5.3 If the Collateral Enforcement Proceeds Share for a particular Non-Inventory Collateralised Security is greater than the Early Termination Amount of such Non-Inventory Collateralised Security, then the Securityholder is only entitled to receive from the Collateral Enforcement Proceeds Share an amount equal to the Early Termination Amount. Any excess amount of the Collateral Enforcement Proceeds Share over the Early Termination Amount will not be distributed to such Securityholder but will be distributed to the Secured Parties ranking after the Securityholders of Non-Inventory Collateralised Securities in accordance with the Order of Priority.
- 6.5.4 Where the Collateral Enforcement Proceeds Share for a particular Secured Collateralised Security is less than the Early Termination Amount (such amount being a "**Collateral Enforcement Loss Amount**"), such Collateral Enforcement Loss Amount shall constitute an unsecured obligation of the Issuer as described in paragraph (3) of General Condition §7 and such Securityholder will be entitled to claim against the Issuer for such Collateral Enforcement Loss Amount.
- 6.5.5 The Security Trustee or the Disposal Agent (acting on behalf of and at the instruction of the Security Trustee) shall determine the date for distribution of the remaining proceeds to Securityholders in accordance with Secured Condition 6.5.2 and shall notify such date to the relevant Agent and the relevant Agent shall notify Securityholders in accordance with General Condition §16.
- 6.5.6 Moneys held by the Security Trustee shall be deposited in its name in an account at such bank or other financial institution as the Security Trustee may, acting in good faith and in a commercially reasonable manner, think fit. Any interest paid by such bank or financial institution on such moneys shall be deemed to be Collateral Assets.
- 6.5.7 To the extent that any proceeds from the liquidation or realisation of the relevant Collateral Assets in a Collateral Pool are not in the Settlement Currency, then such proceeds shall be converted at such rate or rates, in accordance with such method and as at such date as may reasonably be specified by the Security Trustee or the Disposal Agent (acting on behalf of and at the instruction of the Security Trustee), having regard to then current rates of exchange. Any rate, method and date so specified shall be binding on the Issuer and the Securityholders.

6.6 Replacement Collateral Monitoring Agent

If, following the delivery of a Collateral Enforcement Notice, the Collateral Monitoring Agent fails to make the applicable calculations and determinations

specified in this Secured Condition 6, or fails to notify the Security Trustee or the Disposal Agent of the results of such calculations and determinations, within a reasonable time and in any event within 20 Collateral Business Days of receipt of a written request from the Security Trustee and/or Disposal Agent (acting on behalf of and at the instruction of the Security Trustee) that it make such calculations and determinations, then the Security Trustee or the Disposal Agent shall as soon as reasonably practicable appoint a replacement Collateral Monitoring Agent in accordance with Secured Condition 3.6.

7. Segregation of Collateral Pools

By acquiring and holding Collateralised Securities, Securityholders will be deemed to acknowledge and agree that no Securityholder shall be entitled to have recourse to the Collateral Assets contained in a Collateral Pool other than the Collateral Pool which secures the Collateralised Securities held by such Securityholder.

8. Collateral Disruption Events

Upon the occurrence, as determined by the Issuer, of a Collateral Disruption Event, the Issuer may at its option and in its sole discretion treat such Collateral Disruption Event as an Adjustment/Termination Event under General Condition §6 and may take any of the actions specified in General Condition §6 including, without limitation, cancellation of all but not some only of the Collateralised Securities in accordance with General Condition §6. Upon the occurrence, as determined by the Collateralised Securities Valuation Agent, of a Collateral Disruption Event, Secured Conditions 4.7.1(b) and (c) shall be deemed not to constitute an Event of Default for the period during which one or more Collateral Disruption Events are continuing, such period not to exceed 30 days.

9. Euroclear Event

Upon the occurrence, as determined by the Collateralised Securities Valuation Agent, of a Euroclear Event, Secured Conditions 4.7.1(b) and (c) shall be deemed not to constitute an Event of Default for the period during which one or more Euroclear Events are continuing, such period not to exceed 30 days. The Issuer may at its option and in its sole discretion at any time during or immediately following such period, provided that one or more Euroclear Events is continuing, treat such Euroclear Event as an Adjustment/Termination Event under General Condition §6 and may take any of the actions specified in General Condition §6 including, without limitation, cancellation of all but not some only of the Collateralised Securities in accordance with General Condition §6.

10. Release of Security

The security constituted by the Pledge Agreement will be released automatically and without any further actions, steps or proceedings by the Security Trustee, in relation to the Collateral Assets that are withdrawn from the Secured Account in accordance with Secured Condition 4.4 or Secured Condition 4.5 and in accordance with the provisions of the Trust Deed and the Pledge Agreement.

11. Call Right of the Issuer

If "Collateralised Securities Call Right" is specified to be applicable in the Specific Terms of the Securities, the Issuer has the unconditional and irrevocable right (a "**Call Right**"), upon delivery of a Call Notice on or before the Call Right Cut-off Date to redeem (in the case of Notes) or settle (in the case of Certificates or Warrants) the Collateralised Securities in whole, but not in part, on the Call Payment Date by payment of the Collateralised Security Call Amount in respect of each Collateralised Security. As used herein:

- (a) "**Call Notice**" means an irrevocable notice given by the Issuer to the Securityholders in accordance with General Condition §16 that the Issuer will exercise its Call Right. The exercise by the Issuer of the Call Right shall not preclude Securityholders from selling or transferring or, if applicable, exercising the Securities which exercise, sale or transfer, as the case may be, is effective on any day up to but excluding the second Business Day immediately preceding the date on which the Collateralised Securities are redeemed or settled.
- (b) "**Call Notice Date**" means the date on which the Call Notice is given by the Issuer to the Securityholders in accordance with General Condition §16.
- (c) "**Call Payment Date**" means the number of Business Days following the Call Notice Date specified in the Specific Terms of the Securities.
- (d) "**Call Right Cut-off Date**" means the Business Day preceding the final Valuation Date or other date on which the Calculation Agent is required to determine the price or level of a Reference Item for the purposes of General Condition §1 of such Collateralised Securities.
- (e) "**Collateralised Security Call Amount**" means the amount specified as such in the Specific Terms of the Securities.

6. GENERAL CONDITIONS OF THE SECURITIES

SCHEDULE

FORMS OF NOTICES FOR COLLATERALISED SECURITIES

PART 1

FORM OF ACCELERATION NOTICE

DEUTSCHE BANK AKTIENGESELLSCHAFT

(the "Issuer")

[Details of relevant series of Collateralised Securities]

ISIN: [●]

(the "**Collateralised Securities**")

To: [●] as relevant Agent

When completed this Acceleration Notice should be delivered or sent by authenticated SWIFT message via the relevant clearing system to the relevant Agent and a copy of this Acceleration Notice should be sent to the Issuer via the following e-mail address: SecuredIssuanceNotifications@list.db.com. Following the occurrence of an Acceleration Event, a copy of this Acceleration Notice will be forwarded to the Security Trustee by the relevant Agent.

Reference is made to the Pledge Agreement (the "**Pledge Agreement**") dated the Issue Date between the Issuer and [●] as security trustee (the "**Security Trustee**"), [●] as Pledgee's Representative and the Final Terms dated [●] in respect of the Collateralised Securities. Terms used herein and not otherwise defined shall have the meaning ascribed to them in the Secured Conditions.

An Event of Default has occurred and is continuing in respect of the Collateralised Securities, pursuant to which [I][we] deliver this Acceleration Notice in accordance with Secured Condition 4.7.1. [I][We] instruct:

- (a) you to, as soon as reasonably practicable after the occurrence of an Acceleration Event and the expiration of the period specified in Secured Condition 4.7.2, notify the Security Trustee of the occurrence of such Acceleration Event; and
- (b) the Security Trustee to as soon as reasonably practicable following receipt of this Acceleration Instruction:
 - (i) deliver the notices specified in Secured Condition 6.1;
 - (ii) enforce the security constituted by the Pledge Agreement and distribute the proceeds in accordance with the Secured Conditions and the terms of the Trust Deed and the Pledge Agreement;
 - (iii) appoint the Disposal Agent nominated by the Instructing Securityholder(s) pursuant to Secured Condition 6.4.1 and the terms of the Trust Deed and provide instructions to the Disposal Agent in accordance with instructions provided by the Instructing Securityholder(s) pursuant to Secured Condition 6.4.1 and the terms of the Trust Deed; and
 - (iv) perform any further actions of the Security Trustee specified in the Secured Conditions, the Trust Deed and the Pledge Agreement or any reasonable incidental actions.

Please find below details in respect of the Collateralised Securities held by [me][us]:

ISIN:

6. GENERAL CONDITIONS OF THE SECURITIES

Nominal amount/ Number of
Collateralised Securities:

[Account Number:]

[Participant Name:]

[Beneficial Holder Name and Address
(including e-mail address):]

Signed by:

Name(s):

Dated:

6. GENERAL CONDITIONS OF THE SECURITIES

PART 2

FORM OF ACCELERATION INSTRUCTION DEUTSCHE BANK AKTIENGESELLSCHAFT

(the "Issuer")

[Details of relevant series of Collateralised Securities]

ISIN: [●]

(the "Collateralised Securities")

[insert date]

To: [●] as Security Trustee

Reference is made to the Pledge Agreement (the "**Pledge Agreement**") dated the Issue Date between the Issuer, [●] as Pledgee's Representative and [●] as Security Trustee (the "**Security Trustee**"), and the Final Terms dated [●] in respect of the Collateralised Securities. Terms used herein and not otherwise defined shall have the meaning ascribed to them in the Secured Conditions.

In respect of the Collateralised Securities, we confirm that the Securityholders of at least 33 per cent. in aggregate nominal amount or by number of the Non-Inventory Collateralised Securities outstanding have delivered Acceleration Notices in accordance with the Secured Conditions and therefore an Acceleration Event has occurred in respect of the Secured Conditions. In accordance with the Acceleration Notices, the Securityholders have instructed the Security Trustee to as soon as reasonably practicable following receipt of this Acceleration Instruction:

- (a) deliver the notices specified in Secured Condition 6.1;
- (b) enforce the security constituted by the Pledge Agreement and distribute the proceeds in accordance with the Secured Conditions and the terms of the Pledge Agreement and the Trust Deed;
- (c) appoint the Disposal Agent nominated by the Instructing Securityholder(s) pursuant to Secured Condition 6.4.1 and the terms of the Trust Deed and provide instructions to the Disposal Agent in accordance with instructions provided by the Instructing Securityholder(s) pursuant to Secured Condition 6.4.1. and the terms of the Trust Deed; and
- (d) perform any further actions of the Security Trustee specified in the Secured Conditions, the Trust Deed and the Pledge Agreement or any reasonable incidental actions.

[[Deutsche Bank Aktiengesellschaft/[●]] as Agent]

6. GENERAL CONDITIONS OF THE SECURITIES

PART 3

Overview of the Collateral Arrangements

The following shall apply to Collateralised Securities. The below is an overview of certain provisions of the Collateral Transaction Documents and the Secured Conditions and is subject to, and qualified in its entirety by, the detailed provision of the Collateral Transaction Documents and the Secured Conditions. [Copies of the Collateral Transaction Documents shall be available upon request by a prospective purchaser of Collateralised Securities.]

A prospective purchaser of Collateralised Securities shall also carefully review the risk factors in relation to Collateralised Securities set out in the section of this Base Prospectus entitled "Risk Factors" before purchasing any Collateralised Securities.

In order to secure its obligations in respect of the Collateralised Securities, the London branch or head office in Frankfurt of Deutsche Bank Aktiengesellschaft (the "**Issuer**") will enter into security arrangements with the Collateral Arrangement Parties under the Collateral Transaction Documents for such series of Collateralised Securities. The Collateral Transaction Documents comprise:

- The Pledge Agreement, which is governed by Belgium law, under which the Issuer grants security over securities and cash in the Secured Accounts held in the Euroclear System in favour of the Security Trustee for the benefit of the Securityholders of a series of Collateralised Securities and the other Secured Parties.
- The Trust Deed, which is governed by English law, under which the Issuer appoints the Security Trustee to hold the security constituted by the Pledge Agreement in favour of the Securityholders and the other Secured Parties and perform certain other functions.
- The Collateral Monitoring Agent Agreement, which is governed by English law, under which the Issuer appoints the Collateral Monitoring Agent to calculate the Required Collateral Value and perform the Collateral Test in respect of the relevant series of Collateralised Securities and perform certain other functions.
- The Custody Agreement, which is governed by English law, under the Security Trustee appoints the Custodian (Security Trustee) to act as its custodian in relation to the Collateral Assets held in the Secured Accounts in the Euroclear System.
- The Euroclear Agreements, which are governed by English law, which relate to the operation of the Secured Accounts and Euroclear's role as triparty agent in respect of the Secured Accounts. The Euroclear Agreements comprise the Euroclear Terms and Conditions, the Collateral Service Agreement and the Single Pledgor Pledged Account Agreement.

The terms and operation of the collateral arrangements will differ between different series of Collateralised Securities principally in relation to:

- (i) the method and frequency of calculating the Required Collateral Value;
- (ii) the types of Eligible Collateral Assets that may be held in the Secured Accounts and the haircut or margin used to discount the market value of such Eligible Collateral Assets; and
- (iii) the process for monitoring that sufficient Eligible Collateral Assets are held in the Secured Accounts, namely the Collateral Test, and the frequency with which the Collateral Test is performed.

6. GENERAL CONDITIONS OF THE SECURITIES

Each series of Collateralised Securities will be secured by a separate pool of collateral comprising Collateral Assets held in segregated Secured Accounts in the Euroclear System.

Operation of the Secured Accounts

The Secured Accounts are held in the Euroclear System in Belgium in the name of the Pledgee's Representative. The Euroclear System is a securities clearing and settlement system operated in Brussels by Euroclear. The Pledgee's Representative structure is a method by which the Pledgee's Representative can act on behalf of the Security Trustee which is not a direct participant in the Euroclear System. The Pledgee's Representative is a direct participant in the Euroclear System. The Secured Accounts are opened in the name of the Pledgee's Representative, which in turn acts in its own name but for the account of the Security Trustee in relation to the operation of the Secured Accounts.

Euroclear provides a triparty collateral service in relation to the Secured Accounts for the Issuer and the Pledgee's Representative in accordance with the terms of the Euroclear Agreements. Euroclear's triparty collateral service has three primary features: the processing of operations (such as adjustments and substitution of Collateral Assets) relating to the Secured Accounts, marking to market securities that are (or are proposed to become) Collateral Assets, and supplying reports to the Issuer and the Pledgee's Representative.

Required Collateral Value

The Required Collateral Value of a series of Collateralised Securities is the value of Collateral Assets that, after taking into account certain adjustments, are required to be held in the Secured Accounts. On or before each periodic Required Collateral Value Notification Date, the Required Collateral Value is calculated by the Collateral Monitoring Agent and notified to the Pledgee's Representative and the Issuer. The Required Collateral Value may fluctuate during the term of the Collateralised Securities. The methodology used to calculate the Required Collateral Value for a series of Collateralised Securities depends on the "Type of Collateralisation" specified in the Specific Terms of the Securities. If "MV Collateralisation", "NMV Collateralisation", "Secondary Market Mid Price Collateralisation", "Secondary Market Bid Price Collateralisation" or "Alternative Collateralisation Method" is specified as the "Type of Collateralisation" in the Specific Terms of the Securities, the Issuer in its capacity as Collateralised Securities Valuation Agent will calculate the Reference Value of the Collateralised Securities according to the specified methodology selected in the Specific Terms of the Securities and will provide the Reference Value to the Collateral Monitoring Agent to be used as an input in the calculation of the Required Collateral Value.

Inventory Collateralised Securities that are held by the Issuer or its affiliates will be disregarded in the calculation of the Required Collateral Value and will not be collateralised.

The Collateral Monitoring Agent will notify the Issuer and the Pledgee's Representative of the Required Collateral Value for each periodic Required Collateral Value Notification Date. The Issuer and the Pledgee's Representative will in turn provide matching instructions to Euroclear specifying the Required Collateral Value as the "Intended Transaction Amount" pursuant to the Collateral Service Agreement if the Required Collateral Value has changed from the last Required Collateral Value jointly notified via matching instructions to Euroclear.

6. GENERAL CONDITIONS OF THE SECURITIES

Collateral Test

Euroclear uses the "Margined Value"¹ of eligible securities and cash held in the Secured Accounts to determine and report whether a "Transactional Margin Deficit"² exists for the purposes of reporting any such deficit to the Issuer and the Pledgee's Representative, which will in turn provide such reports to the Collateral Monitoring Agent. On a daily basis, Euroclear calculates the Margined Value of eligible securities and cash held in the Secured Accounts relating to a series of Collateralised Securities. When calculating the Margined Value of a security, Euroclear first determines the "Market Value"³ of the security by marking the security to market based on pricing information obtained in the ordinary course of business using certain specified methods and sources. Euroclear then reduces the Market Value of the security or the amount of the cash by its applicable "Margin Percentage"⁴ or "Haircut Percentage"⁵ as specified in Annex II of the CSA Terms and Conditions and converts the result into the Collateral Valuation Currency. A Transactional Margin Deficit is the excess of the Transaction Amount⁶ (being the Required Collateral Value jointly notified by the Issuer and

¹ The Collateral Service Agreement defines Margined Value as:

In case a Margin Percentage is chosen: with respect to an Eligible Security or Collateral Security, the Market Value of that Security (including any accrued interest on that Security) divided by the applicable Margin Percentage (expressed as a decimal) and converted into the applicable Transaction Currency or, with respect to an amount of Eligible Cash or Collateral Cash, the amount of that Cash divided by the applicable Margin Percentage (expressed as a decimal) and translated into the applicable Transaction Currency.

In case a Haircut Percentage is chosen: with respect to an Eligible Security or Collateral Security, the Market Value of that Security (including any accrued interest on that Security) multiplied by the applicable Haircut Percentage (expressed as a decimal) and converted into the applicable Transaction Currency or, with respect to an amount of Eligible Cash or Collateral Cash, the amount of that Cash multiplied by the applicable Haircut Percentage (expressed as a decimal) and translated into the applicable Transaction Currency.

² The Collateral Service Agreement defines "Transactional Margin Deficit" as:

On any Business Day, with respect to a Transaction, the excess (if any) of:

- The Transaction Amount of the Transaction as of such day; over
- The sum of the Margined Values of all Collateral Securities and all amounts of Collateral Cash with respect to the Transaction as of such day.

³ The Collateral Service Agreement defines Market Value as:

On any Business Day, with respect to any Security, the market value of such Security as calculated by the Bank based on pricing information obtained by the Euroclear Operator in the ordinary course of its business using methods and sources described in the Operating Procedures.

⁴ The Collateral Service Agreement defines Margin Percentage as:

The percentage(s) specified in Annex II to the CSA Terms and Conditions, in one or more sets, as such Annex may be amended from time to time.

⁵ The Collateral Service Agreement defines Haircut Percentage as:

The percentage(s) specified in Annex II to the CSA Terms and Conditions, in one or more sets, as such Annex may be amended from time to time.

⁶ The Collateral Service Agreement defines Transaction Amount as:

With respect to a Transaction, the Intended Transaction Amount:

- increased by the amount of any collateral which fails to be received in Collateral Giver's Account due to a failure of instructions to settle, with respect to a Transaction-size decrease;
- increased by the amount of any cash which fails to be received in Collateral Taker's Account due to a failure of instructions to settle, with respect to a substitution of Eligible Securities for Collateral Securities;
- decreased by the amount of any collateral which fails to be received in Collateral Taker's Account, whether due to a failure of instructions to settle or to the unavailability of Eligible Securities selected in

6. GENERAL CONDITIONS OF THE SECURITIES

Pledgee's Representative to Euroclear as the "Intended Transaction Amount" following adjustment of such amount for certain settlement failures) as of such day over the Margined Values of all eligible securities and cash held in the Secured Accounts as of such day.

If "Autoselect" applies under the Euroclear Documents and the Transactional Margin Deficit is greater than or equal to the "Minimum Margin Amount"⁷, Euroclear will automatically attempt to select available eligible securities to correct the deficit and will transfer those securities to the Secured Accounts. If "Autoselect" does not apply under the Euroclear Documents, Euroclear will report the deficit to the Pledgee's Representative and the Issuer and those parties will provide matching instructions to Euroclear to transfer additional eligible securities or cash into the Secured Accounts.

On each periodic Collateral Test Monitoring Date, the Collateral Monitoring Agent will check that Euroclear's report for the final hourly optimisation run by Euroclear on such Collateral Test Date does not report a Transactional Margin Deficit that is greater than or equal to the Minimum Margin Amount. A Transactional Margin Deficit that is less than the Minimum Margin Amount will satisfy the Collateral Test. However, a Transactional Margin Deficit that is greater than the Minimum Margin Amount will result in the Collateral Test failing to be satisfied in which case the Collateral Monitoring Agent will send a Collateral Shortfall Notice to the Issuer. If the Collateral Test is not satisfied for the Required Collateral Default Period following delivery of such Collateral Shortfall Notice, the Collateral Monitoring Agent will send a Required Collateral Default Notice to the Issuer, the relevant Agent and the Pledgee's Representative.

Acceleration and Enforcement

If an Event of Default occurs or is continuing with respect to any series of Collateralised Securities, then If Securityholder(s) of at least 33 per cent. of Non-Inventory Collateralised Securities send Acceleration Notice(s) through the relevant Clearing Agent to the relevant Agent, and the default is not cured, an Acceleration Event shall occur in respect of such series of Collateralised Securities and the relevant Agent shall promptly send an Acceleration Instruction to the Security Trustee. Following receipt of an Acceleration Instruction, the Security Trustee will, subject to being indemnified and/or secured and/or pre-funded to its satisfaction, deliver a Collateral Enforcement Notice and a Notice of Exclusive Control to the relevant parties.

Upon delivery of the Collateral Enforcement Notice, all Collateralised Securities in respect of which the Collateral Enforcement Notice is served will become immediately due and repayable at the Early Termination Amount.

Realisation of Collateral Assets and distribution of proceeds

Following delivery of a Collateral Enforcement Notice in respect of the relevant series of Collateralised Securities, the Security Trustee will enforce the security constituted by the

accordance with the AutoSelect Methodology, in each case with respect to an initiation of a Transaction-size increase; and

- decreased by the amount of any cash which fails to be received in Collateral Giver's Account, whether due to a failure of instructions to settle or to the unavailability of Eligible Securities selected in accordance with the AutoSelect Methodology, in each case with respect to a substitution of Eligible Securities for Collateral Securities,

provided that any of the above increases or decreases may be reversed to the extent that the relevant fail is cured.

⁷ The Collateral Service Agreement defines Minimum Margin Amount as:

The amount(s), or the amount(s) determined by application of the percentage(s), specified in Annex II to the CSA Terms and Conditions, in one or more sets, as such Annex may be amended from time to time.

By default, this amount is set at:

- 5000 units for Transactions with JPY as Reference Currency
- 500 units for Transactions with NOK, DKK or SEK as Reference Currency
- 50 unit for Transactions with all other Reference Currencies

6. GENERAL CONDITIONS OF THE SECURITIES

Pledge Agreement and will, acting in accordance with instructions provided by the Instructing Securityholder(s), appoint a Disposal Agent and give instructions to such Disposal Agent to effect a liquidation and realisation of all the Collateral Assets in the Collateral Pool which secures such series of Collateralised Securities and subsequently distribute the relevant Collateral Enforcement Proceeds Share to the Securityholders. The Security Trustee will not be obliged to act unless it has first been indemnified and/or secured and/or prefunded to its satisfaction.

The Security Trustee will instruct the Disposal Agent to use the proceeds of such realisation and liquidation of the Collateral Assets to make payment of any amounts payable to the Secured Parties ranking prior to the Securityholders of Non-Inventory Collateralised Securities in accordance with the Order of Priority. Following such payment, Securityholders will be entitled to receive the pro rata share of any remaining proceeds attributable to each Non-Inventory Collateralised Security held by such Securityholder provided that such amount does not exceed the Early Termination Amount. Where the pro rata share of the remaining proceeds for a particular Collateralised Security is less than the Early Termination Amount, the Securityholder will be entitled to claim against the Issuer for the shortfall on an unsecured basis.

By acquiring and holding Collateralised Securities, Securityholders will be deemed to acknowledge and agree that no Securityholder shall be entitled to have recourse to the Collateral Assets contained in a Collateral Pool other than the Collateral Pool which secures the Collateralised Securities held by such Securityholder.

Euroclear Event and Collateral Disruption Events

Upon the occurrence of a Euroclear Event or a Collateral Disruption Event, certain Events of Default (including a Required Collateral Default) will be disapplied for the period during which such events are continuing, such period not to exceed [30] days. The Issuer may at its option and in its sole discretion treat such Collateral Disruption Event as an Adjustment/Termination Event and may take certain actions, including adjusting the Terms and Conditions or cancelling the Collateralised Securities.

6. GENERAL CONDITIONS OF THE SECURITIES

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⁸ The Index covers the definitions contained in sections 1 to 21 of the General Conditions of the Securities.

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